

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5709264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
LIFE SCIENCES ALTERNATIVE FUNDING LLC	09/03/2019

RECEIVING PARTY DATA

Name:	MEVION MEDICAL SYSTEMS, INC.
Street Address:	300 FOSTER STREET
City:	LITTLETON
State/Country:	MASSACHUSETTS
Postal Code:	01460

PROPERTY NUMBERS Total: 27

Property Type	Number
Patent Number:	8344340
Patent Number:	8581523
Patent Number:	8791656
Patent Number:	8907311
Patent Number:	8916843
Patent Number:	8933650
Patent Number:	8941083
Patent Number:	8952634
Patent Number:	9730308
Patent Number:	7208748
Patent Number:	7402963
Patent Number:	7656258
Patent Number:	7701677
Patent Number:	7728311
Patent Number:	7541905
Patent Number:	7718982
Patent Number:	8003964
Patent Number:	8069675
Patent Number:	7626347
Patent Number:	8291717

PATENT

Property Type	Number
Patent Number:	7696847
Patent Number:	7920040
Patent Number:	8111125
Patent Number:	8907594
Patent Number:	8614612
Application Number:	13311125
Application Number:	11937573

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: FTizon@mofo.com

Correspondent Name: MORRISON & FOERSTER LLP

Address Line 1: 425 MARKET ST

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	16960-1
NAME OF SUBMITTER:	FRANCESCA NATASHA TIZON
SIGNATURE:	/Francesca Natasha Tizon/
DATE SIGNED:	09/09/2019

Total Attachments: 4
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "*Termination and Release*") is granted as of September 2, 2019 between **LIFE SCIENCES ALTERNATIVE FUNDING LLC ("LSAF")**, and **MEVION MEDICAL SYSTEMS, INC.**, a Delaware corporation (the "*Grantor*"), in favor of Grantor.

WHEREAS, Grantor and LSAF executed and delivered a Patent Security Agreement, dated June 25, 2013 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "*Patent Agreement*"), granting to LSAF a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under the Patents (as defined in the Patent Agreement), notice of which was recorded with the United States Patent and Trademark Office ("*USPTO*") on July 2, 2013, at Reel 030681, Frame 0381, as amended by the Corrective Assignment, notice of which was recorded with the USPTO on July 2, 2013 at Reel 030740, Frame 0053.

WHEREAS, Grantor and LSAF executed and delivered a Trademark Security Agreement dated June 25, 2013 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "*Trademark Agreement*", together with the Patent Agreement, the "*Agreement*"), granting to LSAF a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under the Trademarks (as defined in the Trademark Agreement), notice of which was recorded with the USPTO on June 25, 2013, at Reel 5056, Frame 0299.

WHEREAS, pursuant to the Payoff Letter dated June 8, 2018, LSAF authorized Grantor to file any documentation necessary to evidence the termination of LSAF's liens in the collateral.

WHEREAS, LSAF's security interests in and liens on all right, title and interest of Grantor in, to and under all of the Patents and Trademarks as herein provided are hereby terminated, released and discharged fully; and

WHEREAS, Grantor has provided a document suitable for recording with the USPTO to evidence the release of LSAF's security interests in and liens on the Patents and Trademarks as herein provided.

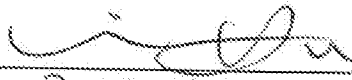
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby:

1. terminates the Agreement and releases, terminates and discharges fully all liens and security interests by LSAF in Grantor's right, title and interest in, to and under the Patents and Trademarks, and all goodwill associated therewith, including, without limitation, those patents and patent applications identified in Schedule I hereto and those trademarks and trademark applications identified in Schedule II hereto; and
2. authorizes and requests that this Termination and Release be recorded with the USPTO.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Mevion Medical Systems, Inc.

By: 
Name: PING HU
Title: General Counsel

SCHEDULE I
TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT

Patents

Description	Registration/ Patent Number	Filing Date
Inner gantry	8344340	06/25/2013
Interrupted particle source	8581523	06/25/2013
Active return system	8791656	06/25/2013
Charged particle radiation therapy	8907311	06/25/2013
Inner gantry	8916843	06/25/2013
Matching a resonant frequency of a resonant cavity to a frequency of an input voltage	8933650	06/25/2013
Applying a particle beam to a patient	8941083	06/25/2013
Programmable radio frequency waveform generator for a synchrocyclotron	8952634	06/25/2013
Particle accelerator that produces charged particles having variable energies	9730308	06/25/2013
Programmable particle scatterer for radiation therapy beam formation	7208748	06/25/2013
Programmable radio frequency waveform generator for a synchrocyclotron	7402963	06/25/2013
Magnet structure for particle acceleration	7656258	06/25/2013
Inductive quench for magnet protection	7701677	06/25/2013
Charged particle radiation therapy	7728311	06/25/2013
High-field superconducting synchrocyclotron	7541905	06/25/2013
Programmable particle scatterer for radiation therapy beam formation	7718982	06/25/2013
Applying a particle beam to a patient	8003964	06/25/2013
Cryogenic vacuum break thermal coupler	8069675	06/25/2013
Cooling methods	11/937573	06/25/2013
Programmable radio frequency waveform generator for a synchrocyclotron	7626347	06/25/2013
Cryogenic vacuum break thermal coupler with crossaxial actuation	8291717	06/25/2013
High-field synchrocyclotron	7696847	06/25/2013
Niobium-tin superconducting coil	7920040	06/25/2013
Niobium-tin superconducting coil	8111125	06/25/2013
Cooling systems and methods	8907594	06/25/2013
Cryogenic vacuum break thermal coupler	13/311125	06/25/2013
Superconducting coil	8614612	06/25/2013

SCHEDULE II
TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Filing Date</u>
MEVION MEDICAL SYSTEMS	4109965 / 85198686	6/25/2013
MEVION S250 PROTON THERAPY SYSTEM	4466891 / 85432003	6/25/2013
VERITY PATIENT POSITIONING SYSTEM	4637619 / 85696790	6/25/2013