

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GALIL MEDICAL LTD.		09/28/2012	COMPANY: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, AS AGENT		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3345662	PRESICE	
Registration Number:	3353797	I-THAW	
Registration Number:	3326972	ICEVUE	
Registration Number:	3146483	CRYOTHERA	
Registration Number:	2923945	ICEROD	
Registration Number:	2955426	ICEBULB	
Registration Number:	2756723	SEEDNET	
Registration Number:	2316977	CRYO-HIT	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		

OP \$215.00 3345662

Address Line 1: 1100 G St NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F141551
NAME OF SUBMITTER:	Andrew Nash
Signature:	/Andrew Nash/
Date:	10/03/2012

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 28, 2012, by and between **SILICON VALLEY BANK** ("Agent") and **GALIL MEDICAL LTD.**, a company registered under the laws of Israel ("Grantor").

RECITALS

A. Lenders (as defined below) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among (i) Agent, as administrative agent, (ii) Agent, **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("GECC"), and each other Lender listed on Schedule 1 thereto and other financial institutions party thereto from time to time (each a "Lender", and collectively the "Lenders") and (iii) Grantor and the other parties listed as Borrower therein (Grantor and such other parties are hereinafter, jointly and severally, individually and collectively, "Borrower") dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not otherwise defined herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent for the ratable benefit of Lenders a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for the ratable benefit of Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrower's obligations under the Loan Agreement, Grantor grants and pledges to Agent for the ratable benefit of Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property, now or hereafter existing, created, acquired or held (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether

- published or unpublished and whether or not the same also constitutes a trade secret, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
 3. Any and all design rights that may be available to Grantor;
 4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
 5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (except for U.S. intent-to-use trademark applications for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office (but only until such statement is accepted by the United States Patent and Trademark Office)), including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
 6. All mask works or similar rights available for the protection of semiconductor chips, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
 7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
 8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
 9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
 10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other

Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Tavor 1 Building, Industrial Park
P.O. Box 224, Yokneam
20692 Israel

Attn: Elissa Lindsoe

GRANTOR:

GALIL MEDICAL LTD., a company
registered under the laws of Israel

By: Elissa Lindsoe
Title: CFO

Address of Agent:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

AGENT:

SILICON VALLEY BANK

By: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004872 FRAME: 0486

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Tavor 1 Building, Industrial Park
P.O. Box 224, Yokneam
20692 Israel

Attn: _____

GALIL MEDICAL LTD., a company
registered under the laws of Israel

By: _____

Title: _____

AGENT:

Address of Agent:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Laura Segev

SILICON VALLEY BANK

By: [Signature]

Title: Head of Business Development

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004872 FRAME: 0487

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

U.S. PATENTS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TRANSPERINEAL PROSTATE BIOPSY SYSTEM AND METHODS	12/814,007	6/11/2010
APPARATUS FOR PROTECTING A CAVITY WALL DURING ABLATION OF TISSUE NEAR THE CAVITY	12/086,624	6/16/2008
APPARATUS AND METHOD FOR PROTECTING TISSUE DURING CRYOABLATION	7,479,139	1/20/2009
ENDOMETRIAL ABLATION DEVICE AND METHOD	7,625,368	12/1/2009
METHOD OF CONTROLLING THE TEMPERATURE OF GASSES PASSING THROUGH A JOULE-THOMSON ORIFICE	7,354,434	4/8/2008
MULTIPLE SENSOR DEVICE FOR MEASURING TISSUE TEMPERATURE DURING THERMAL TREATMENT	11/991,167	2/28/2008
THIN FLEXIBLE CRYOPROBE OPERATED BY KRYPTON	11/651,997	1/11/2007
METHOD OF CRYOBLATING BENIGN PROSTATE HYPERPLASIA	6,179,831	1/30/2001
MULTIPROBE SURGICAL CRYOGENIC APPARATUS	5,603,221	2/18/1997
MULTIPLE CRYOPROBE APPARATUS AND METHOD	6,706,037	3/16/2004
MULTIPLE CRYOPROBE APPARATUS AND METHOD	7,150,743	12/19/2006
MULTIPLE CRYOPROBE DELIVERY APPARATUS	8,066,697	11/29/2011
PLANNING AND FACILITATION SYSTEMS AND METHOD FOR CRYOSURGERY	6,905,492	6/14/2005
METHOD FOR DELIMITING CRYOABLATION BY CONTROLLED COOLING	7,402,160	7/22/2008
TEMPERATURE-CONTROLLED SNARE	6,517,538	2/11/2003
TEMPERATURE GUIDED CRYOPLASTY APPARATUS AND METHOD	6,875,209	4/5/2005

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PLANNING AND FACILITATION SYSTEMS AND METHODS FOR CRYOSURGERY	7,399,298	7/15/2008
METHOD FOR DELIMITING CRYOABLATION BY CONTROLLED COOLING	7,402,161	7/22/2008
GAS-HEATED GAS-COOLED CRYOPROBE UTILIZING ELECTRICAL HEATING AND A SINGLE GAS SOURCE	7,846,154	12/7/2010
SYSTEMS FOR MRI-GUIDED CRYOSURGERY	7,850,682	12/14/2010
FAST CHANGING HEATING-COOLING DEVICE AND METHOD	5,522,870	6/4/1996
FAST CHANGING HEATING-COOLING DEVICE AND METHOD	5,702,435	12/30/1997
FAST CHANGING HEATING-COOLING DEVICE AND METHOD	5,891,188	4/6/1999
SYSTEM AND METHOD FOR MRI-GUIDED CRYOSURGERY	5,978,697	11/2/1999
METHOD AND DEVICE FOR TRANS MYOCARDIAL CRYO REVASCULARIZATION	5,885,276	3/23/1999
CONTROLLED CRYOGENIC CONTACT SYSTEM	5,540,062	7/30/1996
CONTROLLED CRYOGENIC CONTACT SYSTEM	5,577,387	11/26/1996
DEVICE, SYSTEM, AND METHOD FOR DETECTING AND LOCALIZING OBSTRUCTION WITHIN A BLOOD VESSEL	7,604,605	10/20/2009
CRYOPROBE INCORPORATING ELECTRONIC MODULE, AND SYSTEM UTILIZING SAME	12/457,338	6/8/2009
APPARATUS AND METHOD FOR ACCURATELY DELIMITED CRYOABLATION	7,942,870	5/17/2011
PROBE INSERTION GUIDE WITH USER-DIRECTING FEATURES	12/226,948	8/26/2009
CRYOTHERAPY INSERTION SYSTEM AND METHOD	12/226,949	2/18/2009
HIGH RESOLUTION CRYOSURGICAL METHOD AND APPARATUS	6,142,991	11/7/2000

CANADA PATENTS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GAS-HEATED GAS-COOLED CRYOPROBE UTILIZING ELECTRICAL HEATING AND A SINGLE GAS SOURCE	2589475	12/6/2005
FAST CHANGING HEATING-COOLING DEVICE AND METHOD	2113381	11/25/2003
SYSTEM AND METHOD FOR MRI-GUIDED CRYOSURGERY	2256058	6/3/2008
CONTROLLED CRYOGENIC CONTACT SYSTEM	2115634	4/26/2005

EUROPEAN PATENTS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD OF CRYOBLATING BENIGN PROSTATE HYPERPLASIA	1048272	11/16/2005
MULTIPLE CRYOPROBE APPARATUS AND METHOD	1343429	4/8/2009
PLANNING ASND FACILITATION SYSTEMS AND METHODS FOR CRYOSURGERY	1463437	1/4/2012
GAS-HEATED GAS-COOLED CRYOPROBE UTILIZING ELECTRICAL HEATING AND A SINGLE GAS SOURCE	1833396	8/22/2012
FAST CHANGING HEATING-COOLING DEVICE AND METHOD	0608927	9/20/2000
SYSTEM AND METHOD FOR MRI-GUIDED CRYOSURGERY	0927542	8/16/2006
METHOD AND DEVICE FOR TRANS MYOCARDIAL CRYO REVASCULARIZATION	0919197	2/16/2005
CONTROLLED CRYOGENIC CONTACT SYSTEM	0651308	9/5/2001
APPARATUS AND METHOD FOR ACCURATELY DELIMITED CRYOABLATION	04725137.6	4/1/2004
HIGH RESOLUTION CRYOSURGICAL METHOD AND APPARATUS	0947172	12/6/2006

FRANCE PATENTS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PLANNING ASND FACILITATION SYSTEMS AND METHODS FOR CRYOSURGERY	1463437	1/4/2012
FAST CHANGING HEATING-COOLING DEVICE AND METHOD	0608927	9/20/2000
CONTROLLED CRYOGENIC CONTACT SYSTEM	0651308	9/5/2001
HIGH RESOLUTION CRYOSURGICAL METHOD AND APPARATUS	0947172	12/6/2006

GERMAN PATENTS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PLANNING ASND FACILITATION SYSTEMS AND METHODS FOR CRYOSURGERY	1463437	1/4/2012
MULTIPLE CRYOPROBE APPARATUS AND METHOD	601382994	4/8/2009
SYSTEM AND METHOD FOR MRI-GUIDED CRYOSURGERY	699327571	1/4/1999
HIGH RESOLUTION CRYOSURGICAL METHOD AND APPARATUS	69934708	12/6/2006
METHOD AND DEVICE FOR TRANS MYOCARDIAL CRYO REVASCULARIZATION	698290283	2/16/2005

GREAT BRITAIN PATENTS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PLANNING ASND FACILITATION SYSTEMS AND METHODS FOR CRYOSURGERY	1463437	1/4/2012
FAST CHANGING HEATING-COOLING DEVICE AND METHOD	0608927	9/20/2000
SYSTEM AND METHOD FOR MRI-GUIDED CRYOSURGERY	0927542	8/16/2006
CONTROLLED CRYOGENIC CONTACT SYSTEM	0651308	9/5/2001

HIGH RESOLUTION CRYOSURGICAL METHOD AND APPARATUS 0947172 12/6/2006

JAPAN PATENTS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MULTIPLE CRYOPROBE APPARATUS AND METHOD	4115834	4/25/2008
FAST CHANGING HEATING-COOLING DEVICE AND METHOD	3510914	1/9/2004
SYSTEM AND METHOD FOR MRI-GUIDED CRYOSURGERY	4116721	4/25/2008
CONTROLLED CRYOGENIC CONTACT SYSTEM	3083041	6/30/2000
APPARATUS AND METHOD FOR PROTECTING THE NEUROVASCULAR BUNDLE DURING CRYOSURGICAL TREATMENT OF THE PROSTATE	4309281	5/15/2009

SWEDEN PATENTS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FAST CHANGING HEATING-COOLING DEVICE AND METHOD	0608927	9/20/2000
CONTROLLED CRYOGENIC CONTACT SYSTEM	0651308	9/5/2001

EXHIBIT C

Trademarks

[See Attached]

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PRESICE	3345662	11/27/2007
I-THAW	3353797	12/11/2007
ICEVUE	3326972	10/30/2007
CRYOTHERA	3146483	09/19/2006
ICEROD	2923945	02/01/2005
ICEBULB	2955426	05/24/2005
SEEDNET	2756723	08/26/2003
CRYO/HIT	2316977	02/08/2000

EUROPEAN UNION TRADEMARK/SERVICE MARK REGISTRATIONS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Visual/Ice	10494805	04/26/2012
IceEDGE	10494995	04/26/2012
ICESEED	6951677	01/16/2009
ICESPHERE	6780472	01/14/2009
ISIS	5394739	10/04/2007
PRESICE	4784534	11/09/2006
ICEVUE	4784666	11/09/2006

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IThaw	4785011	11/09/2006
SEEDNET	4479713	06/27/2006
ICEROD	4479631	06/27/2006
ICEBULB	4479671	06/27/2006
CRYOTHERA	4249876	01/26/2006
GALIL/EO PROBE	596965	05/10/1999
CRYO/HIT	539510	03/31/1999

EXHIBIT D

None.