

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cantor Fitzgerald Securities		02/09/2016	Securities Agency: NEW YORK
RECEIVING PARTY DATA			
Name:	SWK Funding LLC		
Street Address:	14755 Preston Road, Suite 105		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3861417	FREEDOM	
CORRESPONDENCE DATA			
Fax Number:	6175232700		
<i>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.</i>			
Phone:	6175232700		
Email:	susan.dinicola@hklaw.com,Ashley.Ingraham@hklaw.com		
Correspondent Name:	HOLLAND & KNIGHT LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	136144.00010		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	02/18/2016		
Total Attachments: 6			
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OP \$40.00 3861417

ASSIGNMENT OF SECURITY AGREEMENT

This **ASSIGNMENT OF SECURITY AGREEMENT** (this “**Assignment**”), dated as of February 9, 2016 is by **CANTOR FITZGERALD SECURITIES**, (as the current and resigning administrative agent, the “**Retiring Agent**”) and **SWK FUNDING LLC**, (as the successor administrative agent together with its successors and assigns, the “**Successor Agent**”).

RECITALS:

WHEREAS, Syncardia Systems, Inc., as borrower, Retiring Agent, as administrative agent and collateral agent, and the lenders party thereto from time to time are party to that certain Amended and Restated Second Lien Credit, Note Purchase, Exchange and Termination Agreement, dated as of February 13, 2015, (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Credit Agreement**”)

WHEREAS, Syncardia Systems, Inc., a Delaware corporation, as “Grantor”, and Retiring Agent are parties to one or more intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) pursuant to which Grantor granted a security interest in and lien upon the intellectual property identified in Exhibit B (the “**Subject IP**”); and

WHEREAS, pursuant to that certain Resignation of Agent and Appointment of Successor Agent among Retiring Agent, Successor Agent and Syncardia Systems, Inc. dated as of the date hereof (the “**Successor Agency Agreement**”), Retiring Agent has agreed to assign to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and collateral agent, as the case may be.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements. Retiring Agent hereby authorizes and requests the Commissioner of Patents and Trademarks to record Successor Agent as the assignee of the Agreements.

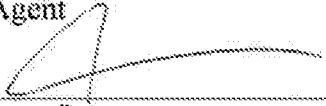
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

The Retiring Agent is executing this Assignment pursuant to the Successor Agent’s request in accordance with the Successor Agency Agreement. The Retiring Agent and the Successor Agent shall be entitled to all of their respective rights, privileges and immunities set forth in the Successor Agency Agreement and the Credit Agreement, as though fully set forth herein.

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

CANTOR FITZGERALD SECURITIES,
as Retiring Agent

By: 
Name: James Bond
Title: Chief Operating Officer



SUCCESSOR AGENT:

SWK FUNDING LLC, as Successor
Agent

By: SWK Holdings Corporation, its sole
Manager

By: 

Name: Winston Black

Title: CEO

EXHIBIT A

Security Agreement, dated as of December 13, 2013

Notice of Grant of Security Interest in Trademarks dated as of December 13, 2013, and recorded with the United States Patent and Trademark Office, Trademark Section, on December 16, 2013 at Reel 5176, Frame 0858.

Notice of Grant of Security Interest in Patents dated as of December 13, 2013, and recorded with the United States Patent and Trademark Office, Patent Section, on December 16, 2013 at Reel 031829, Frame 0535.

EXHIBIT B

Trademarks and Trademark Applications

Mark	Reg. No.	Reg. Date
FREEDOM	3861417	10/12/10

Patents and Patent Applications

Issued Patents

Title	Patent No.	Issue Date
SCOTCH-YOKE MECHANISM FOR REDUNDANT ACTUATION APPLICATIONS	8070455	12/06/11
ACTUATING MECHANISM FOR PNEUMATICALLY-DRIVEN ARTIFICIAL HEART	8021422	09/20/11
APPARATUS AND METHOD FOR PNEUMATICALLY DRIVING AN IMPLANTABLE MEDICAL DEVICE	7811318	10/12/10

Pending Application

Title	Application No.	Filing Date
VALVE FOR VENTRICULAR ASSIST DEVICE	12774103 20110275882	05/05/10