

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stereotaxis, Inc.		12/05/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cowan Healthcare Royalty Partners II, L.P., as Lender
Street Address:	177 Broad Street, Suite 1101
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2779812	NIOBE
Registration Number:	2773820	CRONUS
Registration Number:	3732775	STEREOTAXIS
Registration Number:	2803672	CARDIODRIVE
Registration Number:	3659324	
Registration Number:	3269259	ASSERT
Registration Number:	3286831	TITAN
Registration Number:	3891511	GENTLETOUCH
Registration Number:	3886520	GENTLE TOUCH ROBOTICS
Serial Number:	78370676	NAVIGANT
Serial Number:	77107579	ODYSSEY
Serial Number:	77107622	MNS
Serial Number:	77173325	ODYSSEY
Serial Number:	77173365	ODYSSEY

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Serial Number:	77307688	SYNOPSIS
Serial Number:	77462035	ODYSSEY CINEMA
Serial Number:	77517378	REDEFINING INTERVENTIONAL MEDICINE
Serial Number:	77849318	ISIS
Serial Number:	85181552	VDRIVE
Serial Number:	85268787	STEREOTAXIS EPOCH
Serial Number:	85268830	STEREOTAXIS EPOCH
Serial Number:	85268844	STEREOTAXIS EPOCH
Serial Number:	85268856	EPOCH
Serial Number:	85268881	EPOCH
Serial Number:	85268874	EPOCH

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	018630
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/08/2011

Total Attachments: 8
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Trademark Security Agreement

Trademark Security Agreement, dated as of December 5, 2011, by STEREOTAXIS, INC. (the "Pledgor") in favor of COWEN HEALTHCARE ROYALTY PARTNERS II, L.P., in its capacity as lender pursuant to the Loan Agreement (in such capacity, the "Lender").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Pledgor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Lender for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Lender shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant,

assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STEREOTAXIS, INC.

By: 

Name: Samuel W. Duggan II

Title: Chief Financial Officer

Accepted and Agreed:

COWEN HEALTHCARE ROYALTY PARTNERS II, L.P.,
as Lender

By: Cowen Healthcare Royalty GP II, LLC,
Its General Partner

By: _____

Name:

Title:

[Trademark Security Agreement]

TRADEMARK
REEL: 004674 FRAME: 0288

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

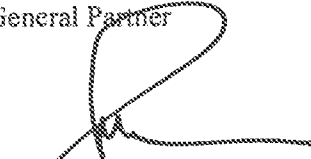
STEREOTAXIS, INC.

By: _____
Name:
Title:

Accepted and Agreed:

COWEN HEALTHCARE ROYALTY PARTNERS II, L.P.,
as Lender

By: Cowen Healthcare Royalty GP II, LLC,
Its General Partner

By: 
Name: Gregory Z. Brown, MD
Title: Managing Director

[Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks

UNITED STATES REGISTERED TRADEMARKS:

Owner: Stereotaxis, Inc.	
Reg Number	Trademark Name
2779812	NIOBE
2773820	CRONUS
3732775	STEREOTAXIS, INC and Design
2803672	CARDIODRIVE
3659324	MISCELLANEOUS DESIGN
3269259	ASSERT
3286831	TITAN
3891511	GENTLETOUCH
3886520	GENTLE TOUCH ROBOTICS

UNITED STATES TRADEMARK APPLICATIONS:

Owner: Stereotaxis, Inc.	
App Number	Trademark Name
78/370676	NAVIGANT
77/107579	ODYSSEY
77/107622	MNS
77/173325	ODYSSEY (Standard Characters)
77/173365	ODYSSEY (Standard Characters)
77/307688	SYNOPSIS
77/462035	ODYSSEY CINEMA

77/517378	REDEFINING INTERVENTIONAL MEDICINE
77/849318	ISIS
85/181552	VDRIVE
85/268787	STEREOTAXIS EPOCH
85/268830	STEREOTAXIS EPOCH
85/268844	STEREOTAXIS EPOCH
85/268856	EPOCH
85/268874	EPOCH
85/268881	EPOCH

OTHER TRADEMARKS:

Owner: Stereotaxis, Inc.		
Location	Reg. Number	Trademark Name
European Community	002887388	STEREOTAXIS & Design
Japan	4723151	STEREOTAXIS & Design
European Community	002887511	NIOBE
Japan	4723152	NIOBE
European Community	002887396	CARDIODRIVE
Japan	4723153	CARDIODRIVE
European Community	002887412	NAVIGANT
Japan	4726971	NAVIGANT
European Community	005780416	GENTLETOUCH
European Community	005780382	GENTLE TOUCH ROBOTICS
European Community	005836366	PEGASUS

European Community	006198741	ODYSSEY
European Community	007354962	ODYSSEY CINEMA
China	8209150	ISIS
European Community	009031063	ISIS