

## 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
NEOVISTA, INC.		08/08/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3920172	ANV	
Registration Number:	3920169		
Registration Number:	3920155	VIDION	
Registration Number:	3390863	NEOVISTA	
Registration Number:	3377195		
CORRESPONDENCE DATA			
Fax Number:	4088524475		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	4088417195		
Email:	dsanchezbentz@vplawgroup.com		
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist		
Address Line 1:	VLP Law Group LLP		
Address Line 2:	235 Victoria Drive		
Address Line 4:	Gilroy, CALIFORNIA 95020		

OP \$140.00 3920172

ATTORNEY DOCKET NUMBER:	SVB-NEOVISTA-TM
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb1068/
Date:	08/09/2012
<b>Total Attachments: 7</b> source=SVB_NeoVista_IP Security Agreement#page1.tif source=SVB_NeoVista_IP Security Agreement#page2.tif source=SVB_NeoVista_IP Security Agreement#page3.tif source=SVB_NeoVista_IP Security Agreement#page4.tif source=SVB_NeoVista_IP Security Agreement#page5.tif source=SVB_NeoVista_IP Security Agreement#page6.tif source=SVB_NeoVista_IP Security Agreement#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 8, 2012 by and between SILICON VALLEY BANK ("Bank") and NEOVISTA, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 Bank 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 its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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");

(e) 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this 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 Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

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

GRANTOR:

Address of Grantor:

38875 Cherry Street  
Newark, CA 94560  
Attn: John Hendrick

NEOVISTA, INC.

By: *John Hendrick*

Title: *President & CEO*

BANK:

Address of Bank:

38 Technology Drive, Suite 150  
Irvine, CA 92618  
Attention: Brian Lowry

SILICON VALLEY BANK

By: *Brian Lowry*

Title: *Relationship Manager*

EXHIBIT A  
COPYRIGHTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHODS AND APPARATUS FOR INTRAOCULAR BRACHYTHERAPY	7563222	07/21/2009
METHOD AND APPARATUS FOR INTRAOCULAR BRACHYTHERAPY	7744520	06/29/2010
METHODS AND APPARATUS FOR INTRAOCULAR BRACHYTHERAPY	7803102	09/28/2010
METHODS AND APPARATUS FOR INTRAOCULAR BRACHYTHERAPY	7803103	09/28/2010
HANDHELD RADIATION DELIVERY SYSTEM	2010/003010	02/04/2010
	12477228	06/03/2009
METHODS AND APPARATUS FOR INTRAOCULAR BRACHYTHERAPY	7951060	05/31/2011
METHODS AND APPARATUS FOR INTRAOCULAR BRACHYTHERAPY	20110004045	01/06/2011
	12870459	08/27/2010
METHODS AND APPARATUS FOR INTRAOCULAR BRACHYTHERAPY	20110021906	01/27/2011
	12887996	09/22/2010
	2009/054320	
	61/328517	
BETA RADIOTHERAPY EMITTING SURGICAL DEVICE AND METHODS OF USE THEREOF	20120095278	04/19/2012
	13336281	12/23/2011
BETA RADIOTHERAPY EMITTING SURGICAL DEVICE AND METHODS OF USE THEREOF	8100818	01/24/2012
	20070265485	11/15/2007
	11780159	07/19/2007

EXHIBIT C  
TRADEMARKS

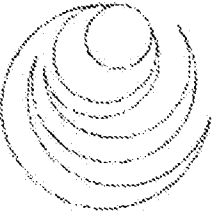

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ANV	3920172	02/15/2011
	3920169	02/15/2011
VIDION	3920155	02/15/2011
NEOVISTA	3390863	03/04/2008
	3377195	02/05/2008



EXHIBIT D  
MASK WORKS

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE