

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422149

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Endologix, Inc.		04/03/2017	Corporation: DELAWARE
TriVascular, Inc.		04/03/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Deerfield Private Design Fund IV, L.P., as Agent
Street Address:	c/o Deerfield Management Company, L.P., 780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4214460	AFX
Registration Number:	2257799	ENDOLOGIX
Registration Number:	4220343	INNOVATION TAKING SHAPE
Registration Number:	4841631	INNOVATION THAT EMPOWERS
Registration Number:	5059968	INTELIX
Registration Number:	3649757	INTUITRAK
Registration Number:	3649866	INTUITRAK DELIVERY SYSTEM
Registration Number:	3880178	NELLIX
Registration Number:	2456038	POWERLINK
Registration Number:	3573999	POWERLINK XL
Registration Number:	3593259	SUREPASS
Registration Number:	4168563	XPAND
Registration Number:	4732342	CUSTOMSEAL
Registration Number:	4440468	OVATION
Registration Number:	4452625	OVATION PRIME
Registration Number:	4449077	OVATION PRIME ABDOMINAL STENT GRAFT SYST
Registration Number:	2867015	TRIVASCULAR
Registration Number:	4395789	T R I V A S C U L A R

CH \$465.00 4214460

CORRESPONDENCE DATA**Fax Number:** 3129021061*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.***Phone:** 312.577.8034**Email:** oscar.ruiz@kattenlaw.com**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenman**Address Line 1:** 525 W. Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661**ATTORNEY DOCKET NUMBER:** 333285-125**NAME OF SUBMITTER:** Oscar Ruiz**SIGNATURE:** /Oscar Ruiz/**DATE SIGNED:** 04/03/2017**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of April 3, 2017, by Endologix, Inc., a Delaware corporation (“**Endologix**”), and TriVascular, Inc., a Delaware corporation (“**TriVascular**”; TriVascular and Endologix are each individually a “**Grantor**” and collectively “**Grantors**”), in favor of Deerfield Private Design Fund IV, L.P., in its capacity as Agent for the Secured Parties (each as defined in the Facility Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Endologix, Inc. (“**Borrower**”), the other Loan Parties (including TriVascular) from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Facility Agreement dated as of April 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Facility Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement dated as of April 3, 2017, by and among Grantee, Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), Grantors have granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and Lien upon substantially all assets (including the Collateral) of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other source or business identifiers of each Grantor, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof (all of the foregoing in clauses (a) and (b), collectively, “**Trademarks**”), together with the goodwill of the business symbolized by Grantors’ Trademarks, and all income, royalties, damages and payments with respect to the foregoing, to secure the payment of all Secured Obligations, in each case other than Excluded Property.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Facility Agreement and Guaranty and Security Agreement. The representations and warranties contained in the Facility Agreement and the Guaranty and Security Agreement to the extent applicable to Grantors are hereby incorporated herein in their entirety by this reference thereto. The provisions of Sections 1.2 and 6.4 of the Facility Agreement are incorporated herein by reference thereto mutatis mutandis. Unless otherwise noted herein, all

capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Security Agreement, or if not defined therein, in the Facility Agreement. In the event of a conflict between a provision of the Guaranty and Security Agreement and a provision of this Agreement, the provision of the Guaranty and Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment of the Secured Obligations, Grantors hereby grant to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirm their prior grant pursuant to the Guaranty and Security Agreement of, a continuing Lien on and security interest in Grantors' entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto and all other Trademarks, together with any reissues, continuations or extensions thereof, all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all proceeds and products with respect to the foregoing; and

(b) all income, royalties, damages and payments relating to the foregoing, including without limitation, damages payable with respect to any claim by Grantors against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark, and all proceeds and products with respect to the foregoing.

Notwithstanding the foregoing, no Trademark Collateral shall include any Excluded Property.

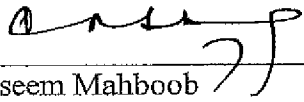
3. Governing Law. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in such State.

This Agreement may be executed in several counterparts, and by each Party on separate counterparts, each of which and any photocopies, facsimile copies and other electronic methods of transmission thereof shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

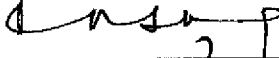
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ENDOLOGIX, INC.

By: 
Name: Vaseem Mahboob
Title: Chief Financial Officer

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TRIVASCULAR, INC.

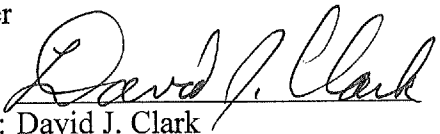
By: 
Name: Vaseem Mahboob
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above:

**DEERFIELD PRIVATE DESIGN FUND
IV, L.P.**
as Agent

By: Deerfield Mgmt IV, L.P., General Partner

By: J.E. Flynn Capital IV, LLC, General
Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
AFX	85/069,068	06/22/2010	4214460	09/25/2012	Registered	Endologix, Inc.
ENDOLOGIX	75/323,314	07/11/1997	2257799	06/29/1999	Registered	Endologix, Inc.
INNOVATION TAKING SHAPE	85/369,728	07/12/2011	4220343	10/09/2012	Registered	Endologix, Inc.
INNOVATION THAT EMPOWERS	85/514516	01/11/2012	4841631	10/27/2015	Registered	Endologix, Inc.
INTELIX	86/316249	06/20/2014	5059968	10/11/2016	Registered	Endologix, Inc.
INTUITRAK	77/494,729	06/09/2008	3649757	07/07/2009	Registered	Endologix, Inc.
INTUITRAK DELIVERY SYSTEM	77/520,529	07/11/2008	3649866	07/07/2009	Registered	Endologix, Inc.
NELLIX	77/090544	01/24/2007	3880178	11/23/2010	Registered	Endologix, Inc.
POWERLINK	75/658,969	03/12/1999	2456038	05/29/2001	Registered	Endologix, Inc.
POWERLINK XL	78/718,728	09/22/2005	3573999	02/10/2009	Registered	Endologix, Inc.
SUREPASS	78/965,443	08/31/2006	3593259	03/17/2009	Registered	Endologix, Inc.
XPAND	85/126,464	09/09/2010	4168563	07/03/2012	Registered	Endologix, Inc.
CUSTOMSEAL	86/047,875	8/26/2013	4,732,342	5/5/2015	Registered	TriVascular, Inc.
OVATION	77/941,535	2/22/2010	4,440,468	11/26/2013	Registered	TriVascular, Inc.
OVATION PRIME	85/900,037	4/10/2013	4,452,625	12/17/2013	Registered	TriVascular, Inc.
OVATION PRIME <small>ABSORBABLE STENT GRAFT SYSTEM</small>	85/832,445	1/25/2013	4,449,077	12/10/2013	Registered	TriVascular, Inc.
TRIVASCULAR	75/879,907	12/21/1999	2,867,015	7/27/2004	Registered	TriVascular, Inc.
TRIVASCULAR & Design	85/831,355	1/24/2013	4,395,789	9/3/2013	Registered	TriVascular, Inc.