

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CERBERUS BUSINESS FINANCE, LLC. AS COLLATERAL AGENT		06/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ACCURAY INCORPORATED		
Street Address:	1310 Chesapeake Terrace		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94089		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	2159142	CYBERKNIFE	
Registration Number:	2729995	TOMOTHERAPY HI ART	
Registration Number:	2788956	TOMO	
Registration Number:	2840348	HI ART	
Registration Number:	2840349	HI ART	
Registration Number:	3121089	SYNCHRONY	
Registration Number:	3177967	INVIEW	
Registration Number:	3181425	MULTIPLAN	
Registration Number:	3298517	XSIGHT	
Registration Number:	3303434	ROBOCOUCH	
Registration Number:	3306634	ACCURAY	
Registration Number:	3306635		
Registration Number:	3378543	ACCURAY	
Registration Number:	3465111	CYBERKNIFE UNIVERSITY	
Registration Number:	3496392	XSIGHT	
Registration Number:	3620082	ACCURAY CAPITAL	
Registration Number:	3631869	XCHANGE	
Registration Number:	3829517	QUICKPLAN	

CH \$815.00 2159142

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3904968	CYBERKNIFE VSI
Registration Number:	4042324	RADIATE HOPE
Registration Number:	4042325	TARGETING CANCER TOGETHER
Registration Number:	4042326	RADIATE HOPE
Registration Number:	4240551	AERO ACCURAY EXCHANGE IN RADIATION ONCOL
Registration Number:	4332520	PLANTOUCH
Registration Number:	4418909	TOMOHD
Registration Number:	4621369	TOMOH
Serial Number:	85749470	TOMOTHERAPY
Serial Number:	85145487	STATRT
Serial Number:	86742946	RADIXACT
Serial Number:	86744374	PRECISION
Serial Number:	86744366	IDMS
Serial Number:	86864567	ACCURAY PRECISION

CORRESPONDENCE DATA

Fax Number: 3126095005

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: 312-609-7798

Email: ablekhman@vedderprice.com

Correspondent Name: Aida Blekhman

Address Line 1: 222 N. LaSalle Street

Address Line 2: 25th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 41012.00.0194

NAME OF SUBMITTER: Aida Blekhman

SIGNATURE: /Aida Blekhman/

DATE SIGNED: 06/15/2017

Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest in Trademarks (this “Release”) is made as of June 14, 2017, and granted by CERBERUS BUSINESS FINANCE, LLC, in its capacity as collateral agent pursuant to the Financing Agreement (as defined below) (in such capacity, the “Agent”).

WHEREAS, pursuant to the Financing Agreement, dated as of January 11, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), by and among Accuray Incorporated, a Delaware corporation (the “Parent”), certain subsidiaries of the Parent, the lenders from time to time party thereto and the Agent, and the Pledge and Security Agreement, dated as of January 11, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), ACCURAY INCORPORATED (the “Grantor”) granted to the Agent a security interest (the “Security Interest”) in certain Collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to the terms and conditions of that certain Assignment for Security - Trademarks, dated as of January 11, 2016 (the “Trademark Security Agreement”), between the Grantor and the Agent, the Grantor pledged to the Agent, for the benefit of the Secured Parties, a Security Interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 13, 2016 at Reel 5708, Frame 0908;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in and lien on the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. **Definitions.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. The term “Trademark Collateral,” as used herein, shall mean the U.S. Trademark set forth on Schedule I hereto.
2. **Release of Security Interest.** The Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels, discharges and releases its security interest in and any lien upon the Trademark Collateral, in each case without representation, warranty or recourse. If and to the extent the Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, then the Agent hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantor.
3. **Further Assurances.** The Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Termination and Release, in each case at the Grantor’s sole expense.
4. **Governing Law.** This Termination and Release shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Termination and Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

CERBERUS BUSINESS FINANCE, LLC,
as Agent

By:

Name: Daniel E. Wolf
Title: CEO

[Signature Page to Termination and Release of Security Interest in Trademark]

TRADEMARK
REEL: 006084 FRAME: 0687

SCHEDULE I
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

See attached.

Trademark US "Registered" Matters
January 6, 2016

	MARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER
1	CYBERKNIFE	US	74452587	2159142
2	CYBERKNIFE	US	A002761	868376
3	SYNCHRONY	US	76355129	3121089
4	ROBOCOUCH	US	78444046	3303434
5	INVIEW	US	78471678	3177967
6	MULTIPLAN	US	76635460	3181425
7	XSIGHT	US	76635461	3298517
8	XSIGHT (Reg.No. 3496392)	US	77018732	3496392
9	XSIGHT	US	A0006096	923838
10	ACCURAY (Standard Characters)	US	78732900	3306634
11	ACCURAY	US	A0002860	896634
12	ACCURAY AND DESIGN	US	78732915	3378543
13	MISCELLANEOUS DESIGN (ACCURAY'S DESIGN)	US	78732925	3306635
14	CYBERKNIFE UNIVERSITY	US	77018644	3465111
15	XCHANGE	US	77007570	3631869
16	XCHANGE	US	A0005960	907679
17	ACCURAY CAPITAL	US	77265531	3620082
18	CYBERKNIFE VSI	US	77702437	3904968
19	QUICKPLAN	US	77813495	3829517
20	PLANTOUCH	US	85420777	4332520
21	AERO Accuray Exchange in Raditaion Oncology	US	85436970	4240551
22	ACCURAY (Japanese Characters)	US	2012026212	5528381
23	HI ART	US	865313	865313
24	HI ART (2840349)	US	78255227	2840349
25	HI ART (2840348)	US	78255208	2840348
26	TOMO	US	857295	857295
27	TOMO	US	78203099	2788956
28	TOMOTHERAPY	US	847352	847352
29	TOMOTHERAPY AND DESIGN	US	01182642	TMA653899
30	TOMOTHERAPY HI ART	US	76219829	2729995
31	TOMOHD	US	85145550	4418909
32	TOMOHD	US	85145560	4621369
33	RADIATE HOPE	US	77275205	4042324

	MARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER
34	RADIATE HOPE AND DESIGN	US	77275240	4042326
35	TARGETING CANCER TOGETHER	US	77275212	4042325

Trademark US "Pending" Matters
January 6, 2016

	MARK	COUNTRY	APPLICATION NUMBER
1	TOMOTHERAPY	US	85749470
2	STATRT	US	85145487
3	RADIXACT	US	86742946
4	PRECISION	US	86744374
5	iDMS	US	86744366
6	ACCURAY PRECISION	US	