

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441788

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900419395

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cowen Healthcare Royalty Partners II, L.P.		08/28/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Stereotaxis, Inc.
Street Address:	4320 Forest Park Avenue, Suite 100
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63108
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2779812	NIOBE
Registration Number:	3732775	STEREOTAXIS
Registration Number:	2803672	CARDIODRIVE
Registration Number:	3659324	
Serial Number:	78370676	NAVIGANT
Serial Number:	77107579	ODYSSEY
Serial Number:	77173325	ODYSSEY
Serial Number:	85181552	VDRIVE
Serial Number:	85268881	EPOCH

CORRESPONDENCE DATA

Fax Number: 3147267501

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: 314-726-7500

Email: bkweffile@hdp.com

Correspondent Name: Harness, Dickey & Pierce, P.L.C.

Address Line 1: 7700 Bonhomme Ave., Suite 400

Address Line 4: St. Louis, MISSOURI 63105

TRADEMARK

ATTORNEY DOCKET NUMBER:	5236-500001
NAME OF SUBMITTER:	Bryan K. Wheelock
SIGNATURE:	/ Bryan K. Wheelock /
DATE SIGNED:	09/01/2017

Total Attachments: 9

source=Executed-Release-of-Security-Interest-Trademarks-Stereotaxis-Inc-to-Cowen-Healthcare-Royalty-Partners-ll-L.P
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RELEASE OF SECURITY INTEREST

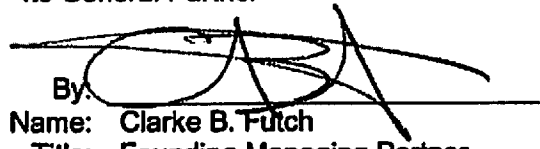
Whereas, on December 5, 2011, Stereotaxis, Inc., executed a Trademark Security Agreement (attached as Exhibit A) in favor of Cowen Healthcare Royalty Partners II, L.P. regarding certain U.S. and foreign trademarks, the applications and registrations thereon listed in Schedule I of the attached Exhibit A, which Agreement has been recorded with the U.S. Patent and Trademark Office at Reel: 004674, Frame 0284-0292;

Whereas, Stereotaxis, Inc. has satisfied the underlying obligation to Cowen Healthcare Royalty Partners II, L.P. for which the security interest was granted;

Now, Therefore, in consideration of these premises, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Cowen Healthcare Royalty Partners II, L.P., a Delaware limited partnership now known as Healthcare Royalty Partners II, L.P. hereby releases the security interest granted to it by Stereotaxis, Inc., in each and every of the U.S. and foreign trademarks, the applications and registrations thereon listed in Schedule I of the attached Exhibit A.

**Cowen Healthcare Royalty Partners II, L.P.,
Delaware limited partnership now known as
Healthcare Royalty Partners II, L.P.**

**By: HealthCare Royalty GP II, LLC
Its General Partner**

By: 

**Name: Clarke B. Fitch
Title: Founding Managing Partner
Date: August 29, 2017**

State of CONNECTICUT

County of FAIRFIELD

} ss. STAMFORD

On this 20TH day of AUGUST, 2017, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public, MICHELE ROMANIELLO

Acting in the County Of FAIRFIELD

State Of CONNECTICUT

My Commission Expires JUNE 30, 2018

(seal)

62053125.1



**MICHELE A. ROMANIELLO
NOTARY PUBLIC
State of Connecticut
My Commission Expires
June 30, 2018**

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: 006143 FRAME: 0288
TRADEMARK
REEL: 006143 FRAME: 0399

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,

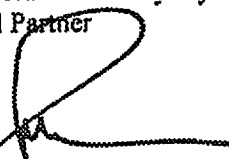
STEREOTAXIS, INC.

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 B. Brown, MD
Title: Managing Director

[Trademark Security Agreement]

TRADEMARK
REEL: 006143 FRAME: 0289
TRADEMARK
REEL: 006143 FRAME: 0400

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