

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCURAY INCORPORATED		12/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 Woodmont Ave., Suite 200		
Internal Address:	c/o MidCap Financial Services, LLC		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	86744366	IDMS	
Serial Number:	86904966	PRECISEART	
Serial Number:	86904972	PRECISERTX	
Registration Number:	2159142	CYBERKNIFE	
Registration Number:	3121089	SYNCHRONY	
Registration Number:	3303434	ROBOCOUCH	
Registration Number:	3181425	MULTIPLAN	
Registration Number:	3298517	XSIGHT	
Registration Number:	3496392	XSIGHT	
Registration Number:	3306634	ACCURAY	
Registration Number:	3378543	ACCURAY	
Registration Number:	5229006	ACCURAY	
Registration Number:	3306635		
Registration Number:	3465111	CYBERKNIFE UNIVERSITY	
Registration Number:	3631869	XCHANGE	
Registration Number:	3904968	CYBERKNIFE VSI	
Registration Number:	3829517	QUICKPLAN	
Registration Number:	4332520	PLANTOUCH	

CH \$740.00 86744366

Property Type	Number	Word Mark
Registration Number:	4240551	AERO ACCURAY EXCHANGE IN RADIATION ONCOL
Registration Number:	2840349	HI ART
Registration Number:	2840348	HI ART
Registration Number:	2788956	TOMO
Registration Number:	4417188	TOMOTHERAPY
Registration Number:	2729995	TOMOTHERAPY HI ART
Registration Number:	4418909	TOMOHD
Registration Number:	4621369	TOMOH
Registration Number:	4808683	STATRT
Registration Number:	5092439	RADIXACT
Registration Number:	5210271	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: 312-609-7777

Email: acurley@vedderprice.com

Correspondent Name: Angelique Curley

Address Line 1: 222 N. LaSalle Street

Address Line 2: Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	41012.00.0194
NAME OF SUBMITTER:	Angelique Curley
SIGNATURE:	/Angelique Curley/
DATE SIGNED:	01/08/2018

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 15th day of December, 2017, by **ACCURAY INCORPORATED**, a Delaware corporation (“**Grantor**”), in favor of **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Grantor, Grantee and Lenders are parties to that certain Credit and Security Agreement dated as of December 15, 2017 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), providing for extension of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” trademark or service mark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively by the United States Patent and Trademark Office), 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 (ii) renewals thereof ((i) and (ii), collectively, “Trademarks”), (iii) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark (collectively, the “Trademark Licenses”), (iv) the goodwill of the business symbolized by Grantor’s Trademarks, and (v) proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement.

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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest

or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor's 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 and hereafter created, acquired or arising:

(i) each United States Trademark listed on Schedule 1 annexed hereto, together with any renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such United States Trademark; and

(ii) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such United States Trademark, or (b) injury to the goodwill associated with any such United States Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1 of the Credit Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new United States Trademark (including any new United States trademark application and any new United States trademark registered with respect to any United States trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, "New Trademarks") acquired during the fiscal quarter corresponding to such financial statements and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

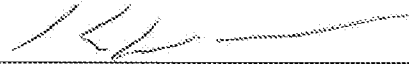
4. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD APPLY A DIFFERENT LAW.

[Signatures Pages to Follow]

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

ACCURAY INCORPORATED,
a Delaware corporation

By: 

Kevin Waters
Chief Financial Officer

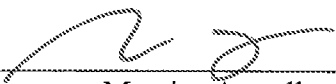
Agreed and Accepted
As of the Date First Written Above

GRANTEE:

MIDCAP FINANCIAL TRUST, a Delaware
statutory trust

By: Apollo Capital Management, L.P.
Its: Investment Manager

By: Apollo Capital Management, GP, LLC
Its: General Partner

By: 
Maurice Amsellem
Authorized Signatory

Schedule 1

United States Trademark Applications

TRADEMARK/SERVICE MARK	SERIAL NUMBER	APPLICANT	APPLICATION DATE
IDMS	86/744,366	Accuray Incorporated	Sep 1, 2015
PRECISEART	86/904,966	Accuray Incorporated	Feb 11, 2016
PRECISERTX	86/904,972	Accuray Incorporated	Feb 11, 2016

United States Trademarks

TRADEMARK/SERVICE MARK	REGISTRATION NUMBER NO.	REGISTRANT	REGISTRATION DATE
CYBERKNIFE	2159142	Accuray Incorporated	May 19, 1998
CYBERKNIFE	868376	Accuray Incorporated	Oct 7, 2005
SYNCHRONY	3121089	Accuray Incorporated	Jul 25, 2006
ROBOCOUCH	3303434	Accuray Incorporated	Oct 2, 2007
MULTIPLAN	3181425	Accuray Incorporated	Dec 5, 2006
XSIGHT	3298517	Accuray Incorporated	Sep 25, 2007
XSIGHT	3496392	Accuray Incorporated	Sep 2, 2008
ACCURAY	3306634	Accuray Incorporated	Oct 9, 2007
ACCURAY & DESIGN	3378543	Accuray Incorporated	Feb 5, 2008
ACCURAY & DESIGN OF NEW LOGO	5,229,006	Accuray Incorporated	Jun 20, 2017

ACCURAY'S DESIGN	3306635	Accuray Incorporated	Oct 9, 2007
CYBERKNIFE UNIVERSITY	3465111	Accuray Incorporated	Jul 15, 2008
XCHANGE	3631869	Accuray Incorporated	Jun 2, 2009
XCHANGE	907679	Accuray Incorporated	Sep 26, 2006
CYBERKNIFE VSI	3904968	Accuray Incorporated	Jan 11, 2011
QUICKPLAN	3829517	Accuray Incorporated	Aug 3, 2010
PLANTOUCH	4,332,520	Accuray Incorporated	May 7, 2013
AERO ACCURAY EXCHANGE IN RADITAION ONCOLOGY	4240551	Accuray Incorporated	Nov 13, 2012
ACCURAY IN JAPANESE CHARACTERS	5528381	Accuray Incorporated	Oct 12, 2012
HI ART	865313	Accuray Incorporated	Mar 3, 2005
HI ART (2840349)	2840349	Accuray Incorporated	May 11, 2004
HI ART (2840348)	2840348	Accuray Incorporated	May 11, 2004
TOMO	2788956	TomoTherapy Incorporated	Dec 2, 2003
TOMOTHERAPY	4417188	TomoTherapy Incorporated	Oct 15, 2013
TOMOTHERAPY AND DESIGN	TMA 653899	TomoTherapy Incorporated	Nov 29, 2005
TOMOTHERAPY HI ART	2729995	TomoTherapy Incorporated	Jun 24, 2003
TOMOHD	4418909	TomoTherapy Incorporated	Oct 15, 2013
TOMO H	4621369	TomoTherapy Incorporated	Oct 14, 2014

STATRT	4808683	TomoTherapy Incorporated	Sep 8, 2015
RADIXACT	5,092,439	Accuray Incorporated	Nov 29, 2016
ACCURAY PRECISION	5,210,271	Accuray Incorporated	May 23, 2017

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “Supplement”) made as of this ___ day of _____, 20__ by **ACCURAY INCORPORATED**, a Delaware corporation (“**Grantor**”), in favor of **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement) (together with its successors and assigns, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Grantor, Grantee and Lenders are parties to that certain Credit and Security Agreement dated as of December 15, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of December 15, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Trademark Agreement”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor’s now existing and hereafter acquired New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

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, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each New Trademark,

and all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any New Trademark, or (b) injury to the goodwill associated with any New Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

3. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD APPLY A DIFFERENT LAW.

[Signatures Pages to Follow]

(Signature Page to Supplement to Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

ACCURAY INCORPORATED,
a Delaware corporation

By: _____

Name: _____

Title: _____

(Signature Page to Supplement to Trademark Security Agreement)

Agreed and Accepted
as of the Date First Written Above

GRANTEE:

MIDCAP FINANCIAL TRUST, a Delaware
statutory trust

By: Apollo Capital Management, L.P.
Its: Investment Manager

By: Apollo Capital Management, GP, LLC
Its: General Partner

By: _____
Maurice Amsellem
Authorized Signatory

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

United States Trademark Applications

Trademark/Service Mark	Serial Number	Applicant	Application Date

United States Trademarks

Trademark/Service Mark	Registration Number	Registrant	Registration Date

[NOTE: BORROWER TO COMPLETE]