

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM648340

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIDCAP FUNDING IV TRUST (as successor by assignment from MidCap Funding X Trust, as successor by assignment from MidCap Funding IV Trust, as successor by assignment from MidCap Financial Trust)		05/14/2021	Statutory Trust: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ACCURAY INCORPORATED
<b>Street Address:</b>	1310 Chesapeake Terrace
<b>City:</b>	Sunnyvale
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94089
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
<b>Registration Number:</b>	2159142	CYBERKNIFE
<b>Registration Number:</b>	3121089	SYNCHRONY
<b>Registration Number:</b>	3303434	ROBOCOUCH
<b>Registration Number:</b>	3177967	INVIEW
<b>Registration Number:</b>	3181425	MULTIPLAN
<b>Registration Number:</b>	3298517	XSIGHT
<b>Registration Number:</b>	3496392	XSIGHT
<b>Registration Number:</b>	3306634	ACCURAY
<b>Registration Number:</b>	3378543	ACCURAY
<b>Registration Number:</b>	3306635	
<b>Registration Number:</b>	3465111	CYBERKNIFE UNIVERSITY
<b>Registration Number:</b>	3631869	XCHANGE
<b>Registration Number:</b>	3620082	ACCURAY CAPITAL
<b>Registration Number:</b>	3904968	CYBERKNIFE VSI

OP \$865.00 2159142

Property Type	Number	Word Mark
Registration Number:	3829517	QUICKPLAN
Registration Number:	4332520	PLANTOUCH
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:	4042324	RADIATE HOPE
Registration Number:	4042326	RADIATE HOPE
Registration Number:	4042325	TARGETING CANCER TOGETHER
Registration Number:	5092439	RADIXACT
Serial Number:	86904926	ACCURAY
Serial Number:	86744366	IDMS
Serial Number:	86864567	ACCURAY PRECISION
Serial Number:	86904966	PRECISEART
Serial Number:	86904972	PRECISERTX

#### CORRESPONDENCE DATA

**Fax Number:**

*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:** 8004945225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** JAY DASILVA

**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1375615 TM REL D
<b>NAME OF SUBMITTER:</b>	Sonya Jackman
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	05/20/2021

**Total Attachments: 6**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

May 14, 2021

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of May 14, 2021 (“Effective Date”) by and between MIDCAP FUNDING IV TRUST, a Delaware statutory trust (as successor by assignment from MidCap Funding X Trust, as successor by assignment from MidCap Funding IV Trust, as successor by assignment from MidCap Financial Trust), in its capacity as administrative agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “Grantee”), and ACCURAY INCORPORATED, a Delaware corporation (the “Grantor”).

**WHEREAS**, Grantor, Tomotherapy Incorporated, Grantee and Lenders are parties to that certain Credit and Security Agreement dated June 14, 2017 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) (all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement), providing for extensions of credit to Grantor by Lenders;

**WHEREAS**, pursuant to the terms of the Credit Agreement and certain other Financing Documents executed by Grantor in favor of Grantee, Grantor previously 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) all 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 “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office (“PTO”) 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) all renewals thereof ((i) and (ii), collectively, “Trademarks”), (iii) any agreement, written or oral, providing for the grant by or to a 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) all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement (i) through (v), collectively the “Trademark Assets”);

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee, dated June 14, 2017 (as the same may have been further amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), Grantor granted, and reaffirmed its prior grant pursuant to the Credit Agreement and the other Security Documents, to Grantee, for its benefit and the benefit of the Lender, among other things, 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) the Trademark Assets, including each Trademark License and Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark;

**WHEREAS**, the Trademark Security Agreement was recorded with the PTO on June 15, 2017 at Reel 6085, Frame 0211;

**WHEREAS**, Grantor, Tomotherapy Incorporated, Grantee and Lenders have agreed to terminate the Credit Agreement and the Grantee has, at Grantor's request, agreed to release its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, cancels, discharges, reassigns and releases to the Grantor any and all liens and security interests it has against, and any and all right, title and interest it may have in or to, the Trademark Collateral.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, 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 Grantor to more fully and effectively effectuate the purposes of this Release.


*[Signature Page Follows]*

**GRANTEE:**

**MIDCAP FUNDING IV TRUST**, a Delaware statutory trust (as successor by assignment from MidCap Funding X Trust, as successor by assignment from MidCap Funding IV Trust, as successor by assignment from MidCap Financial 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**

**TRADEMARK/SERVICEMARK REGISTRATIONS**

**United States Trademark Applications**

<b>TRADEMARK/SERVICE MARK</b>	<b>SERIAL NUMBER</b>	<b>APPLICANT</b>	<b>APPLICATION DATE</b>
ACCURAY AND DESIGN OF NEW LOGO	86/904,926	Accuray Incorporated	Feb 11, 2016
IDMS	86/744,366	Accuray Incorporated	Sep 1, 2015
ACCURAY PRECISION	86/864,567	Accuray Incorporated	Jan 4, 2016
PRECISEART	86/904,966	Accuray Incorporated	Feb 11, 2016
PRECISERTX	86/904,972	Accuray Incorporated	Feb 11, 2016

**United States Trademarks**

<b>TRADEMARK/SERVICE MARK</b>	<b>REGISTRATION NUMBER NO.</b>	<b>REGISTRANT</b>	<b>REGISTRATION DATE</b>
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
INVIEW	3177967	Accuray Incorporated	Nov 28, 2006
MULTIPLAN	3181425	Accuray Incorporated	Dec 5, 2006

XSIGHT	3298517	Accuray Incorporated	Sep 25, 2007
XSIGHT (REG.NO 3496392)	3496392	Accuray Incorporated	Sep 2, 2008
XSIGHT	923838	Accuray Incorporated	Oct 11, 2006
ACCURAY (STANDARD CHARACTERS)	3306634	Accuray Incorporated	Oct 9, 2007
ACCURAY	896634	Accuray Incorporated	Oct 21, 2005
ACCURAY AND DESIGN	3378543	Accuray Incorporated	Feb 5, 2008
MISCELLANEOUS DESIGN (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
ACCURAY CAPITAL	3620082	Accuray Incorporated	May 12, 2009
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 (JAPANESE CHARACTERS)	5528381	Accuray Incorporated	Oct 12, 2012
HI ART (2840349)	2840349	Accuray Incorporated	May 11, 2004
HI ART (2840348)	2840348	Accuray Incorporated	May 11, 2004



TOMO	2788956	Accuray Incorporated	Dec 2, 2003
TOMOTHERAPY	4417188	Accuray Incorporated	Oct 15, 2013
TOMOTHERAPY	847352	Accuray Incorporated	Feb 9, 2005
TOMOTHERAPY HI ART	2729995	Accuray Incorporated	Jun 24, 2003
TOMOHD	4418909	Accuray Incorporated	Oct 15, 2013
TOMOHD	4621369	Accuray Incorporated	Oct 14, 2014
STATRT	4808683	Accuray Incorporated	Sep 8, 2015
RADIATE HOPE	4042324	Accuray Incorporated	Oct 18, 2011
RADIATE HOPE AND DESIGN	4042326	Accuray Incorporated	Oct 18, 2011
TARGETING CANCER TOGETHER	4042325	Accuray Incorporated	Oct 18, 2011
PRECISERTX	15103658	Accuray Incorporated	Jun 22, 2016
RADIXACT	5092439	Accuray Incorporated	Nov 29, 2016