

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648347

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		05/14/2021	Statutory Trust: 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: 29

Property Type	Number	Word Mark
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
Registration Number:	4240551	AERO ACCURAY EXCHANGE IN RADIATION ONCOL
Registration Number:	2840349	HI ART
Registration Number:	2840348	HI ART

OP \$740.00 2159142

Property Type	Number	Word Mark
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
Serial Number:	86744366	IDMS
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

ATTORNEY DOCKET NUMBER:	1375615 TM REL H
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	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 FINANCIAL TRUST, a Delaware statutory 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 December 15, 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 December 15, 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 January 8, 2018 at Reel 6245, Frame 0972;

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]

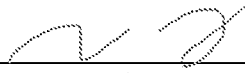
(Signature Page to Release of Security Interest in Trademarks)

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

TRADEMARK/SERVICEMARK REGISTRATIONS

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 RADITAIION 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	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