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06-17-1998

FORM PTO-1594  
(Rev 5-93)

R



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patent

100740834

Documents or copy thereof.

1. Name of conveying party(ies):  
CYGNUS, INC.

Individual(s) citizenship:

Association:  
General Partnership:  
Limited Partnership:  
Corporation - State:  
Other:

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: **April 30, 1998**

2. Name and address of receiving party(ies):  
Name: **Silicon Valley Bank**  
Address: **3003 Tasman Drive**  
City: **Santa Clara** State: **CA** Zip: **95054**

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State:  
Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
  
2,033,305  
1,748,089  
1,748,088

Additional numbers attached?  Yes  No

RECORDED  
58 JUN 19 1998  
ASSIGNMENT

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Erin O'Brien  
Internal Address: **GRAY CARY WARE & FREIDENRICH**  
400 Hamilton Avenue  
Palo Alto, California 94301

6 Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41) . . . . . \$ **90.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 07-1907  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien *Erin O'Brien* June 8, 1998  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [ 14 ]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records, 1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

06/17/1998 INBUYEN 00000312 071907 2033305  
01 FC:581 120.00 CH

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1190989-951300

TRADEMARK  
REEL: 1742 FRAME: 0111

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 30, 1998, by and between SILICON VALLEY BANK ("Bank") and CYGNUS, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in and to the proceeds of its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Notwithstanding the foregoing, Bank's security interest in the Intellectual Property Collateral shall be perfected only to the extent necessary to perfect Bank's security interest in the proceeds of the Intellectual Property Collateral.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

CYGNUS, INC., a Delaware corporation

400 Penobscott Drive  
Redwood City, CA 94063

By: *J. A. Raab*  
Title: *Executive Director Finan*

Attn: Mr. John C. Hodgman

BANK:

Address of Bank:

SILICON VALLEY BANK

1731 Embarcadero Road, Suite 220  
Palo Alto, CA 94303

By: *D. Bowman*  
Title: *VICE PRESIDENT*

Attn: Ms. Debra Springer-Bowman

EXHIBIT A

Copyrights

*N.A.*

EXHIBIT B

Patents

*see attached.*

**CYGNUS U.S. and FOREIGN GRANTED PATENTS**

<u>Case No.</u>	<u>Patent Number</u>	<u>Country</u>
4.20	✓ 4,911,916	US (United States) —
4.42	0272918	EP (European Patent)
5.04	✓ 5,186,939	US (United States) —
5.10	✓ 5,006,342	US (United States) —
5.22	4,906,463	US (United States) —
5.24	4,906,463	US (United States) —
	} same	
5.40	601,528	AU (Australia)
5.41	1309021	CA (Canada)
5.42	0272987	EP (European Patent)
5.43	2105910	JP (Japan)
5.44	86426	PT (Portugal)
5.45	1,325,381	CA (Canada)
5.47	228637	NZ (New Zealand)
5.50	035637	TW (Taiwan)
5.51	88200	KR (Korea)
5.52	640,383	AU (Australia)
5.53	633500	AU (Australia)
5.55	0409910	EP (European Patent)
5.57	1864036	JP (Japan)
5.59	0483105	EP (European Patent)
5.60	0272987	AT (Austria)
5.61	0272987	BE (Belgium)
5.62	0272987	CH (Switzerland)
5.63	P37850156	DE (Germany)
5.64	0272987	ES (Spain)
5.65	0272987	FR (France)
5.66	0272987	GB (Great Britain)

CONFIDENTIAL

# CYGNUS U.S. and FOREIGN GRANTED PATENTS

<u>Case No.</u>	<u>Patent Number</u>	<u>Country</u>
5.67	3007823	GR (Greece)
5.68	0272987	IT (Italy)
5.69	0272987	LU (Luxembourg)
5.71	0272987	SE (Sweden)
5.73	68921473.1	DE (Germany)
5.74	0409910	FR (France)
5.75	0409910	GB (Great Britain)
5.76	0409910	IT (Italy)
5.80	P37513834	DE (Germany)
5.82	0483105	FR (France)
5.83	0483105	GB (Great Britain)
5.85	2566BE/95	IT (Italy)
5.89	2535731	JP (Japan)
10.20	✓ 4,915,950	US (United States) —
10.40	1,336,324	CA (Canada)
10.42	227967	NZ (New Zealand)
10.44	89706	PT (Portugal)
10.45	2011416	ES (Spain)
10.46	88199	KR (Korea)
10.47	639892	AU (Australia)
10.51	2701951	JP (Japan)
10.53	240096	NZ (New Zealand)
10.57	2708391	JP (Japan)
13.01	✗ 5,271,940	US (United States) —
13.42	2,065,403	CA (Canada)
13.45	2605183	JP (Japan)
14.00	✓ 4,973,468	US (United States) —

# CYGNUS U.S. and FOREIGN GRANTED PATENTS

<u>Case No.</u>	<u>Patent Number</u>	<u>Country</u>
14.10	✓ 5,023,227	US (United States) —
14.11	✓ 5,029,426	US (United States) —
14.40	2,012,875	CA (Canada)
14.43	0464150	EP (European Patent)
14.50	0464150	FR (France)
14.51	69031309	DE (Germany)
14.52	0464150	IT (Italy)
14.58	0464150	GB (Great Britain)
15.00	✓ 5,091,186	US (United States) —
16.00	✗ 5,252,335	US (United States) —
16.10	✓ 5,229,129	US (United States) —
17.00	✓ 5,124,157	US (United States) —
17.01	✓ 5,217,718	US (United States) —
17.43	0413487	EP (European Patent)
20.01	✗ 5,252,334	US (United States) —
20.40	0416842	EP (European Patent)
20.41	71048	IE (Ireland)
20.42	235068	NZ (New Zealand)
20.45	644,815	AU (Australia)
20.48	2718433	JP (Japan)
20.52	0416842	CH (Switzerland)
20.53	DE 690 23 992 T2	DE (Germany)
20.54	DK/EP 0416842 T3	DK (Denmark)
20.55	ES 2081352	ES (Spain)
20.56	0416842	FR (France)
20.57	0416842	GB (Great Britain)
20.58	960400548	GR (Greece)



# CYGNUS U.S. and FOREIGN GRANTED PATENTS

<u>Case No.</u>	<u>Patent Number</u>	<u>Country</u>
20.59	0416842	IT (Italy)
20.60	0416842	LU (Luxembourg)
20.61	0416842	NL (Netherlands)
20.62	0416842	SE (Sweden)
21.00	✓ 5,115,805	US (United States)
21.10	✓ 5,231,975	US (United States)
21.11	✗ 5,323,769	US (United States)
21.12	✓ 5,636,632	US (United States)
21.46	0515566	EP (European Patent)
24.00	✓ 5,069,909	US (United States)
27.00	✓ 5,229,130	US (United States)
29.00	✗ 5,352,456	US (United States)
29.41	245057	NZ (New Zealand)
29.43	657582	AU (Australia)
31.00	✗ 5,246,706	US (United States)
33.00	✓ 5,273,756	US (United States)
35.00	✗ 5,273,755	US (United States)
36.00	✓ 5,225,198	US (United States)
36.20	✓ 5,378,473	US (United States)
38.21	✓ 5,688,524	US (United States)
44.00	✗ 5,246,705	US (United States)
49.00	✓ 5,308,625	US (United States)
49.10	✗ 5,358,715	US (United States)
52.42	072839	TW (Taiwan)
60.20	✓ 5,603,947	US (United States)
63.00	✓ 5,554,381	US (United States)
63.41	679557	AU (Australia)

# CYGNUS U.S. and FOREIGN GRANTED PATENTS

<u>Case No.</u>	<u>Patent Number</u>	<u>Country</u>
69.21	✓ 5,700,478	US (United States) —
95.00	✓ 5,693,335	US (United States) —

EXHIBIT C

Trademarks

*see attached.*

CONFIDENTIAL

CYGNUS TRADEMARKS AND REGISTERED TRADEMARKS

Exhibit C

MARK	CTRY	REG. NO
AUTOSENSOR	United States	
CYGNUS	United States ✓	2,033,305
CYGNUS	United States ✓	1,748,089
CYGNUS	Canada	
CYGNUS	Community Trademark	
CYGNUS	Great Britain	1534818
CYGNUS	Great Britain	1534819
CYGNUS	Germany	2063861
CYGNUS	Italy	00660504
CYGNUS	Japan	3171249
CYGNUS	Japan	
GLUCOWATCH	United States	
GLUCOWATCH	Argentina	
GLUCOWATCH	Australia	
GLUCOWATCH	Benelux	709424
GLUCOWATCH	Brazil	
GLUCOWATCH	Canada	
GLUCOWATCH	Chile	
GLUCOWATCH	China P.R.	1096074

TRADEMARK

	Community Trademark	
<b>GLUCOWATCH</b>	Denmark	VR051711997
<b>GLUCOWATCH</b>	Finland	
<b>GLUCOWATCH</b>	France	
<b>GLUCOWATCH</b>	Great Britain	
<b>GLUCOWATCH</b>	Germany	
<b>GLUCOWATCH</b>	Hong Kong	
<b>GLUCOWATCH</b>	India	
<b>GLUCOWATCH</b>	Israel	105665
<b>GLUCOWATCH</b>	Japan	
<b>GLUCOWATCH</b>	South Korea	
<b>GLUCOWATCH</b>	Malaysia	
<b>GLUCOWATCH</b>	Mexico	
<b>GLUCOWATCH</b>	New Zealand	
<b>GLUCOWATCH</b>	Norway	181723
<b>GLUCOWATCH</b>	Philippines	
<b>GLUCOWATCH</b>	South Africa	
<b>GLUCOWATCH</b>	Singapore	
<b>GLUCOWATCH</b>	Spain	
<b>GLUCOWATCH</b>	Sweden	
<b>GLUCOWATCH</b>	Switzerland	
<b>GLUCOWATCH</b>	Taiwan	

**GLUCOWATCH AUTONSENSOR**

**GYGNUS**

**NICOTWO**

**PATCH DESIGN**

**SWAN DESIGN**

United States

France

United States

United States ✓

United States

93466338

1,748,088

TRADEMARK

REEL: 1742 FRAME: 0124