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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Urosurge, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State DELAWARE  
 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: 1/21/99

2. Name and address of receiving party(ies)  
Name: SILICON VALLEY BANK

Internal Address: MAIL SORT HG150

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State DELAWARE  
 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 patent number(s):

A. Trademark Application No.(s)  
75/432,313                      75/379,658  
75/432,322                      2,106,560                      75/399,624

B. Trademark Registration No.(s)  
2,058,421                      75/375,576                      74/708,492

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: SILICON VALLEY BANK

Internal Address: MAIL SORT HG150

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and registrations involved: ..... 8

7. Total fee (37 CFR 3.41)..... \$ 215.00  
 Enclosed                      *check # ~~7824~~ 7824*  
 Authorized to be charged to deposit account

8. Deposit account number:  
\_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

02/04/1999 DCDATES 0000002/ 75432313

DO NOT USE THIS SPACE

01 FC:441  
02 FC:482

40.00 OP  
175.00 OP

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.

JOSEPHINE M. CARNO                      *Josephine M. Carno*                      1/27/99  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 7

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of Jan. 21, 1999 by and between SILICON VALLEY BANK ("Bank") and Urosurge, 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 Loan and Security Agreement by and between Bank and Grantor dated Jan. 21, 1999 (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, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used but not otherwise defined herein shall have the same meaning as in 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, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

**Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Collateral" shall not include any license or contract rights that are nonassignable by their terms, provided this exclusion shall not extend to accounts, chattel paper or general intangibles for money due or to become due in accordance with Section 9318(4) of the Code. Borrower shall give prompt notice to Bank if it enters into, or becomes bound by, any license or other agreement that prohibits or otherwise restricts Borrower from granting a security interest in Borrower's interest in such license or agreement or any other property. Borrower shall take such reasonable steps as Bank reasonably requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for Bank to have a security interest that might otherwise be restricted or prohibited by the terms of any such license or agreement whether now existing or entered into in the future. Bank's lien and security interest in the Collateral will continue until Borrower fully satisfies its Obligations.**

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.

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

Address of Grantor:

2660 Crosspark Road  
Coralville, IA 52241

Attn: Randy Owens - CFO

GRANTOR:

Urosurge, Inc.

By: 

Title: President

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: 

Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

— None —

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Methods & Systems for Development of a Detachable Balloon at a Target Site In-Vivo	5,830,228	
Combination Transcutaneous-Percutaneous Electro-Nerve Stimulator System	60/078,413	12/17/98
Anti-Reflux Retrievable Helical Stone Stent	08/920,300 PCT/US98/17713	
Fluid Warming System	5,729,653	
In-Line Temperature Sensing Devices, Systems and Methods	5,806,528	
Bladder Retraining Device & Methods	08/664,247	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>FILASTENT</u>	<u>75/432,313</u>	<u>2/11/98</u>
<u>SANS</u>	<u>75/379,658</u>	<u>10/27/97</u>
<u>SPIRASTENT</u>	<u>75/432,322</u>	<u>2/11/98</u>
<u>UROSURGE</u>	<u>2,106,560</u>	<u>10/21/97</u>
<u>UROVIVE</u>	<u>75/399,624</u>	<u>12/03/97</u>
ACUTRAINER	2,058,421	4/29/97
UROSTENT	75/375,576	10/20/97
UROTHERM	74/708,492	7/28/95

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

← None →