

10-12-1999

(Rev. 6-93) MRD 10-8-99
OMB No. 0651-0011 (exp. 4/04)
MRD 10-8-99
Tab Settings



101143767

d original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

EMBOL-X, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 23, 1999

2. Name and address of receiving party(ies)

MMC/GATX PARTNERSHIP NO. 1 and
Name: Silicon Valley Bank

Internal Address: c/o Meier Mitchell & Company

Street Address: Four Orinda Way, Suite 200-B

City: Orinda State: CA ZIP: 94563

- 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) 75-335,037

B. Trademark Registration No.(s)

PLEASE SEE ATTACHMENT TO GRANT OF SECURITY INTEREST TRADEMARKS

Additional numbers attached? Yes No

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

Name: Teresa R. Gutierrez, Paralegal
c/o GATX CAPITAL CORPORATION
Internal Address: Legal Department

Street Address: Four Embarcadero Ctr, #2200

City: San Francisco State: CA ZIP: 94111

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 360.00
(\$240 + \$120 At Cost)

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Teresa R. Gutierrez

Name of Person Signing

Signature

October 7, 1999

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 001943 FRAME: 0334

10/08/1999
00000246 75335037
40. FC:481
200. FC:482
120. FC:484

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Registration Number	Filing Date
EMBOL-X	75/335,037	8-4-97
EMBOL-X Logo	75/590,808	11-18-98
X EMBOL-X Logo	75/590,811	11-18-98
X Logo	75/596,500	11-18-98
--X Logo	75/590,800	11-18-98
EMBOL-X Logo/Color	75/594,487	11-24-98
X EMBOL-X Logo/Color	75/594,764	11-24-98
X Logo/Color	75/594,491	11-24-98
--X Logo	75/594,763	11-24-98

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark Application	Application Number	Application Date
------------------------------	---------------------------	-------------------------

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of September 23, 1999, is executed by EMBOL-X, INC., a Delaware corporation ("Debtor"), in favor of MMC/GATX PARTNERSHIP NO. I and SILICON VALLEY BANK ("Secured Parties").

A. Pursuant to a Loan and Security Agreement, dated as of September 23, 1999 (the "Agreement") among Debtor and the Secured Parties, the Secured Parties have agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Pursuant to the Agreement, Debtor has granted to Secured Parties a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Parties a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


Secured Parties' addresses are: MMC/GATX Partnership No. I
 c/o Meier Mitchell & Company
 Four Orinda Way, Suite 200-B
 Orinda, California 94563

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

EMBOL-X, INC.

By:


Name: Yuen Teh Jang
Title: President & CEO