

11-08-2000

FORM PTO-1594  
(Rev. 5-93)



SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable C.

101510324

the attached original documents or copy thereof.

1. Name of conveying party(ies):

BACCHUS VASCULAR, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

[ ] Assignment

[ ] Merger

[X] Security Agreement

[ ] Change of Name

[ ] Other

Execution Date: September 25, 2000

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

Name: IMPERIAL BANK

Address: 226 AIRPORT PARKWAY

City: SAN JOSE State: CA Zip: 95110

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California chartered bank

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 [x] No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

75/686,832

76/034,971

76/082,621

75/083,728

76/083,758

76/091,572

B. Trademark Registration No.(s)

Additional numbers attached? [ ] Yes [X] No

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: 6

7. Total fee (37 CFR 3.41) . . . . . \$165.00

[ x ] 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.

Erin O'Brien

Name of Person Signing

Signature

October 25, 2000

Date

Total number of pages comprising cover sheet: [ 6 ]

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

11/07/2000 DBYRHE

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01 FC:481  
02 FC:482

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1090371-947800

TRADEMARK  
REEL: 002169 FRAME: 0768

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 25, 2000 by and between IMPERIAL BANK ("Bank") and BACCHUS VASCULAR, INC., a Delaware corporation ("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 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 and under all other agreements now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

BACCHUS VASCULAR, INC.

Address of Grantor:

3110 Coronado Drive  
Santa Clara, CA 95054

Attn: Robert A. Clark, Jr., Vice President

By: 

Title: V.P./Gen Mgr.

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway  
San Jose, CA 95110

Attn: Corporate Banking Center

By: 

Title: AVP-EGD

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VIBRATING CATHETER	5380273	01/10/95
VIBRATING CATHETER	5498236	03/12/96
VIBRATING CATHETER	95938830.7 0836430	10/11/95
VIBRATING CATHETER	95/13566	10/11/95
VIBRATING CATHETER	5713848	02/03/98
MOTION CATHETER	09/005217	01/09/98
THROMBOLYSIS DEVICE	09/504162	02/15/00
THROMBOLYSIS DEVICE	09/640499	08/16/00
METHOD & APPARATUS FOR ACCESSING & TREATING BODY LUMENS	00/22695	08/17/00
METHODS & APPARATUS FOR ACCESSING & TREATING BODY LUMENS	09/388294	09/01/99
SYSTEMS & METHODS FOR CLOT DISRUPTION & RETRIEVAL	09/454517	12/06/99
MECHANICAL PUMP FOR REMOVAL OF FRAGMENTED MATTER & METHODS	60/154752	09/17/99
MECHANICAL PUMP FOR REMOVAL OF FRAGMENTED MATTER & METHODS	SEE ABOVE	
SYSTEMS & METHODS FOR CLOT DISSOLUTION	09/491401	01/25/00
METHOD & SYSTEM FOR REINFUSING FILTERED BODILY ASPIRATES	_____	12/31/99
METHOD & DEVICE FOR LOCATING GUIDEWIRE & TREATING CHRONIC	60/193539	03/30/00
METHOD & DEVICE FOR PERCUTANEOUS REMOTE ENDARTERECTOMY	60/195653	04/07/00

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BACCHUS VASCULAR	75/686,832	04/19/99
BACCHUS	76/034,971	04/26/00
MIW	76/082,621	07/06/00
BTC	75/083,728	07/06/00
MOTION INFUSION	76/083,758	07/06/00
VIBRACATH	76/091,572	07/17/00