



10-15-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

RECC 101873851 TRADEMARKS ONLY

J.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies): <u>Acusphere, Inc.</u> 10-9 01</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>GATX Ventures, Inc.</u> Internal Address: <u>Suite 200</u> Street Address: <u>3687 Mt. Boulevard</u> City: <u>Lafayette</u> State: <u>CA</u> Zip: <u>94549</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>September 27, 2001</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>76/138,917</u></p>	<p>B. Trademark Registration No.(s)</p>
<p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>GATX Ventures, Inc.</u> Internal Address: <u>Attn: Legal Department</u> _____ _____ Street Address: <u>16 Munson Road, Fl. 5</u> _____ City: <u>Farmington</u> State: <u>CT</u> Zip: <u>06032</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41)..... \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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.

John C. Bombara, In-House Counsel
for GATX Ventures, Inc.
Name of Person Signing

Signature

October 4, 2001
Date

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

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40.00 OP

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

**TRADEMARK
REEL: 002382 FRAME: 0249**

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of September 27, 2001, is executed by ACUSPHERE, INC., a Delaware corporation ("Debtor"), in favor of GATX VENTURES, INC. and VENTURE LENDING & LEASING III, INC. (each, a "Secured Party" and collectively, the "Secured Parties").

A. Pursuant to a Venture Loan and Security Agreement, dated as of the date hereof (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 the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Parties do hereby further acknowledge and affirm that the rights and remedies of the Borrower with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. This grant of security interest shall terminate in accordance with the terms of the Agreement.

Secured Parties' addresses are: GATX Ventures, Inc.
3687 Mount Diablo Blvd., Suite 200
Lafayette, California 94549

with a copy to:

GATX Ventures, Inc.
16 Munson Road

Farmington, CT 06032

And

Venture Lending & Leasing II, Inc.
2010 North First Street, Suite 310
San Jose, CA 95131

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

ACUSPHERE, INC.

By: _____
Name: Sherri C. Oberg
Title: President

GATX VENTURES, INC.

By: Robert D. Pomeroy, Jr.
Name: Robert D. Pomeroy, Jr.
Title: Senior Vice President

VENTURE LENDING & LEASING III, INC.

By: _____
Name:
Title:

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

ACUSPHERE, INC.

By: _____
Name: Sherri C. Oberg
Title: President

GATX VENTURES, INC.

By: _____
Name:
Title:

VENTURE LENDING & LEASING III, INC.

By: 
Name: SALVADOR O. GUTIERREZ
Title: PRESIDENT

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Registration Number	Registration Date
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SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark Application	Application Number	Application Date
HD DS	76/138,917	October 2,2000