

FORM PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) RECORDATION FORM COVER SHEET TRADEMARKS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab Settings [arrow icons]

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

1. Name of conveying party(ies):
Imedica Corporation
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State California
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: North America Venture Fund II, L.P.
Internal
Address: as Collateral Agent
Street Address: 3945 Freedom Circle, Suite 270
City: Santa Clara State: CA Zip: 95054
[] Individual(s) citizenship
[] Association
[] General Partnership
[X] Limited Partnership
[] Corporation-State
[] Other

3. Nature of conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other
Execution Date: March 22, 2002

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 registration number(s):
A. Trademark Application No. (s)
75/774,749; 75/776,082; 75/775,984;
75/775,606
Additional number(s) attached? [] Yes [X] No

B. Trademark Registration No. (s)
2472521

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Nancy Bouch, Senior Legal Assistant
Internal Address: Wilson Sonsini Goodrich & Rosati
Street Address: 650 Page Mill Road, 1117-2B-P7
City: Palo Alto State: CA Zip: 94304

6. Total number of applications and registrations involved: [5]
7. Total fee (37 CFR 3.41)..... \$ 140.00
[] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number:
23-2415 (Ref. #24972.017)
(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.
Nancy Bouch Signature Date 03/26/2002
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: [6]

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

13/26/2002 13:13 FAX

MAR. 27. 2002 5:27AM

IMEDICA CORP.

NO. 4294 P. 8

010

GRANT OF SECURITY INTEREST**TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of March 22, 2002, is executed by IMedica Corporation, a California corporation ("Debtor"), in favor of the Secured Parties (as defined below).

A. Pursuant to a Security Agreement, dated as of March 22, 2002 (the "Security Agreement"), executed by Debtor in favor of North American Venture Fund II, L.P., as collateral agent, and the parties listed on Exhibit A thereto (collectively, the "Secured Parties"), Debtor has secured its payment obligations under the promissory notes issued pursuant to the Note Agreement (as defined below).

B. Pursuant to a Secured Subordinated Convertible Note and Warrant Purchase Agreement, dated as of March 22, 2002 (the "Note Agreement"), among Debtor and Secured Parties, Secured Parties have agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

C. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

D. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Note Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Parties, in accordance with the provisions of Section 5(i) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules' completeness or accuracy.

E. Debtor hereby grants to Secured Parties a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the obligations under the Note 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 Debtor's obligations to Secured Parties.

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 Note Agreement and the Security Agreement.

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IMEDICA CORP.

NO. 4294 P. 9 011

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

IMEDICA CORPORATION

By: Charlie C. Koo
Charles C. Koo, Ph.D.
President and Chief Executive Officer

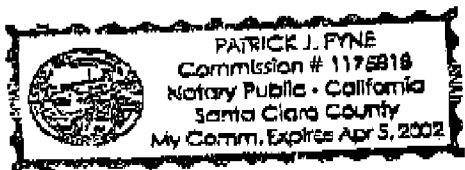
Certificate of Acknowledgment

STATE OF CALIFORNIA)
COUNTY OF Santa Clara

On 3/26 - 2002 before me, PATRICK J. PYNE - , Notary Public of the State of California, personally appeared Charles C. Koo , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature Patrick J. Pyne (Seal)



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IMEDICA CORP.

NO. 4294 P. 10 ⁰¹²

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
PHYSICIANSUTE (Class 9)	July 24, 2001	2472521

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IMEDICA CORP.

NO. 4294

013
P. 11

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
IMEDICA (Classes 35 & 42)	August 13, 1999	75/774,749
IMEDICA (Class 9)	August 13, 1999	75/776,082
I AND DESIGN (Classes 35 & 42)	August 13, 1999	75/775,984
I AND DESIGN (Class 9)	August 13, 1999	75/775,606

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