

03-14-2003

*3/14/03*

FORM PTO-1594  
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner c

102390271

original documents or copy thereof.

1. Name of conveying party(ies):

CAMERON HEALTH, 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 21, 2003

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

Name: COMERICA BANK-CALIFORNIA  
Address: 9920 S. LA CIENEGA BLVD., SUITE 1401  
City: INGLEWOOD State: CA Zip: 90301

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California banking corporation

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)

~~76/376,422~~

76/376,421

76/276,420

B. Trademark Registration No.(s)

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

Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
4365 Executive Drive, Suite 1100  
San Diego, California 92121-2133

6 Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) . . . . . \$90.00

[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

*Erin O'Brien*  
Signature

March 13, 2003  
Date

Total number of pages comprising cover sheet: [ 7 ]

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

03/14/2003 BBYRME 00000146 76376422

01 FC:0521 40.00 OP  
02 FC:0522 50.00 OP

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102365-3

TRADEMARK  
REEL: 002690 FRAME: 0802

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 21, 2003 by and between COMERICA BANK-CALIFORNIA ("Bank") and CAMERON HEALTH, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement 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 Schedules 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

GRANTOR:

CAMERON HEALTH, INC.

Address of Grantor:

905 Calle Amanecer, Suite 300  
San Clemente, CA 92673

Attn: Chief Executive Officer

By: Keegan Hauger  
Title: CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Manager

By: [Signature]  
Title: TVP

EXHIBIT A

Copyrights

Registration  
Number

Registration  
Date

Description

Gray Cary\GT\6319502.2  
102365-49



**TRADEMARK**  
**REEL: 002690 FRAME: 0805**

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Current waveforms for anti-tachycardia pacing for a subcutaneous implantable cardioverter-defibrillator	10/015,202	11/05/01
Method and device for insertion and implantation of a subcutaneous electrode	10/011,949	11/05/01
Subcutaneous electrode with improved contact shape for transthoracic conduction	10/013,980	11/05/01
Cardioverter-defibrillator having a focused shocking area and orientation thereof	10/011,947	11/05/01
Subcutaneous implantable cardioverter-defibrillator employing a telescoping lead	10/011,941	11/05/01
Packaging technology for non-transvenous cardioverter/defibrillator devices	10/011,607	11/05/01
Power supply for non-transvenous cardioverter/defibrillator	10/011,533	11/05/01
Current waveform for anti-brachycardia packing for a subcutaneous implantable cardioverter-defibrillator	10/011,506	11/05/01
Flexible subcutaneous implantable cardioverter-defibrillator	10/011,956	11/05/01
Monophasic waveform for anti-brachycardia pacing for a subcutaneous implantable cardioverter-defibrillator	10/011,860	11/05/01
Duckbill-shaped implantable cardioverter-defibrillator canister and method of use	09/940,283	08/27/01
Radian curve shaped implantable cardioverter-defibrillator canister	09/940,373	08/27/01
Subcutaneous electrode for transthoracic conduction with low-profile installation appendage and method of doing same	09/940,340	08/27/01
Biphasic waveform anti-brachycardia pacing for a subcutaneous implantable cardioverter-defibrillator	09/940,378	08/27/01
Method of insertion and implantation of implantable cardioverter-defibrillator canisters	09/940,377	08/27/01
Ceramics and/or other material insulated shell for active and non-active S-ICD can	09/940,371	08/27/01
Canister designs for implantable cardioverter-defibrillators	09/940,599	08/27/01
Cardioverter-defibrillator having a focused shocking area and orientation thereof	09/940,273	08/27/01

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<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Subcutaneous electrode with improved contact shape for transthoracic conduction	09/941,814	08/27/01
Power supply for an implantable subcutaneous cardioverter-defibrillator	09/940,471	08/27/01
Subcutaneous electrode for transthoracic conduction with highly maneuverable insertion tool	09/940,356	08/27/01
Subcutaneous electrode for transthoracic conduction with insertion tool	09/940,287	08/27/01
Biphasic waveform for anti-tachycardia pacing for a subcutaneous implantable cardioverter-defibrillator	09/940,266	08/27/01
Unitary subcutaneous only implantable cardioverter-defibrillator and optional pacer	09/663,606	
Subcutaneous only implantable cardioverter-defibrillator and optional pacer	09/663,607	
Subcutaneous electrode for transthoracic conduction with improved installation characteristics	09/940,371	
Optional use of a lead for a unitary subcutaneous implantable cardioverter-defibrillator	10/011,566	
Method and apparatus for inducing defibrillation in a patient using a t-shock waveform	10/011,527	
Switched capacitor defibrillation circuit	10/011,952	
Monophasic waveform for anti-tachycardia pacing for a subcutaneous implantable cardioverter-defibrillator	10/011,958	
Defibrillation pacing circuitry	10/011,955	
Simplified defibrillator output circuit	10/011,957	
H-bridge with sensing circuit	10/011,946	
Low power a/d converter	10/011,948	
Switched resistor defibrillation circuit	10/011,565	
Apparatus and method of arrhythmia detection in a subcutaneous implantable cardioverter/defibrillator	09/990,510	



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Lifeboat	76/376,422	02/25/02
US-ICD	76/376,421	02/25/02
S-ICD	76/376,420	02/25/02

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