

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

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

1. Name of conveying party (ies):

LuMend, Inc.
400 Chesapeake Drive
Redwood City, CA 94063

Individuals Association
 General Partnership Limited Partnership
 Corporation-State DE
 Other _____

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

2. Name and address of receiving party (ies)

CHL Medical Partners II, L.P., as Collateral
Name: Agent
 Internal
 Address: _____
 Street Address: **1055 Washington Boulevard**
 City: **Standford** State **CT** Zip: **06901**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **June 24, 2004**

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

A. Trademark Application No.(s)

75/583,106 75/526,342
 75/563,885 75/527,112
 75/667,883 75/526,343

Additional numbers attached? Yes No

B. Trademark No.(s)

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

Name: **Melanie Cass**
 Internal Address: _____
Cooley Godward LLP
 Street Address: **1 Maritime Plaza, 20th Floor**

San
 City: **Francisco** State: **CA** Zip: **94111**

6. Total number of applications and trademarks involved. 6

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-3115

(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.

Melanie Cass *Melanie Cass* **July 9, 2004**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 8

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

9 JUL 14 4:22
 700098435

TRADEMARK
 REEL: 002891 FRAME: 0748

CH \$165.00 033115 75583106

THIS INTELLECTUALLY PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT (AS FROM TIME TO TIME AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED, THE "SUBORDINATION AGREEMENT"), DATED AS OF THE DATE HEREOF BY AND AMONG LUMEND, INC., COMERICA BANK, THE COLLATERAL AGENT AND THE SECURED PARTIES (EACH AS DEFINED BELOW).

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June __, 2004 by and between CHL MEDICAL PARTNERS, as collateral agent for the Secured Parties (as defined below) ("Collateral Agent") and LUMEND, INC., a Delaware corporation ("Grantor").

RECITALS

A. The Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Note Purchase Agreement dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement"; capitalized terms used herein are used as defined in the Purchase Agreement) by and among Grantor and the secured parties signatory thereto (the "Secured Parties"), but only upon the condition, among others, that Grantor shall grant to the Collateral Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, Grantor has granted to the Collateral Agent 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 Purchase Agreement and all other agreements relating to the Purchase Agreement (the "Purchase Documents"), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Purchase Agreement and any other Purchase Document, Grantor grants and pledges to the Collateral Agent 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 the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Purchase Documents, and those which are now or hereafter available to the Collateral Agent as a matter of law or equity. Each right, power and remedy of the Collateral Agent provided for herein or in the Security Agreement or any of the Purchase 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 the Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Purchase Documents, or now or hereafter existing at law or in equity, shall not

preclude the simultaneous or later exercise by any person, including the Collateral Agent, 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 Intellectual Property Security 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.

This Intellectual Property Security Agreement is subject to the terms of a Subordination Agreement (as from time to time amended, restated, supplemented or otherwise modified, the "Subordination Agreement"), dated as of the date hereof by and among Grantor, Comerica Bank, the Collateral Agent and the Secured Parties.


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:

LUMEND, INC.

Address of Grantor:

400 Chesapeake Drive
Redwood City, California 94063

By: 

Title: PRESIDENT, CEO

Attm:

COLLATERAL AGENT

CHL Medical Partners II, L.P.

Address of the Collateral Agent:

1055 Washington Boulevard
Standford, CT 06901

By: Collinson Howe & Lennox II, LLC
Its General Partner

Attm:

Name:
Title:

preclude the simultaneous or later exercise by any person, including the Collateral Agent, 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.

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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:

LUMEND, INC.

Address of Grantor:

400 Chesapeake Drive
Redwood City, California 94063

Attn:

By: _____

Title: _____

COLLATERAL AGENT:


CHL Medical Partners II, L.P.

Address of the Collateral Agent:

1055 Washington Boulevard
Standford, CT 06901

Attn:

By: Collinson Howe & Lennox II, LLC
Its General Partner



Name: GREGORY WEINTRAFF

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

<u>Patent Number</u>	<u>Country</u>
6,638,247	US
6,599,304	US
6,508,825	US
750687	Australia
6,398,798	US
6,266,550	US
6,217,549	US
6,120,516	US
6,010,449	US
5,968,064	US
6,719,725	US
6,514,217	US
6,511,458	US
745116	Australia
6,235,000	US
6,231,546	US
6,221,049	US
6,217,527	US
6,428,552	US
6,258,052	US
6,183,432	US
6,081,738	US
6,241,667	US
6,157,852	US
5,741,270	US
743032	Australia
5,935,108	US

A. Patents, Allowed

<u>Docket #</u>	<u>Country</u>
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P043D	US
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B. Patents, Pending

<u>Docket #</u>	<u>Country</u>
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P098C	US
P044DC	US
P078C	US

P082X	US
P103	US
P106	US
P116	US
P121P	US
P122P	US
P048JP	Japan
P051EP	Europe
P070EP	Europe
P071JP	Japan
P091EP	Europe
P092JP	Japan
P096EP	Europe
P097JP	Japan

C.Comprehensive Portfolio Summary

1.Issued Patents

US Issued Patents	24
OUS issued Patents	3

Total issued Patents	27

2.Allowed Patents

Total US Allowed Patents	1
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3.Under Prosecution

US Blunt Dissection	6
US Re-entry	3
OUS Blunt Dissection	4
OUS Re-entry	4

Total	17

EXHIBIT C

Trademarks

Name	Serial Number	Status	Docket #
Switchback	75/583,106	Notice of Acceptance, Statement of Use 9/6/02	17965-TM1009
Frontrunner	75/563,885	Registered 8/15/00 #2,378,118	17965-TM1008
Innovative Solutions For Total Occlusions	75/667,883	Registered 10/10/00 #2,294,287	16715-TM1010
LuMend	75/526,342	Registered 10/3/00 #2,392,061	17965-TM1001
Supercross	75/527,112	Registered 6/20/00 #2,360,767	17965-TM1007
Outback	75/526,343	Registered 6/13/00 #2,358,527	17965-TM1003