

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102697647

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

1. Name of conveying party(ies):

Neoguide Systems, Inc.

3-7-04

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 11/17/03

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing III, Inc.

Internal

Address: _____

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

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

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

A. Trademark Application No.(s) 78/187,756
76/477,512; 76/477,513

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Russell D. Pollock, Esq.

Internal Address: _____

Street Address: Greene Radovsky Maloney & Share LLP
Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: _____

3

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

44.00 UP
50.00 UP

DO NOT USE THIS SPACE

9. Signature.

Russell D. Pollock
Name of Person Signing

Russell D. Pollock
Signature

2-27-04
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 Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/17/2004 15:21:00 0000016 7818756
01 FC:6521
02 FC:6522

SUPPLEMENT NO. 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement No. 1 to Intellectual Property Security Agreement (this "Supplement") is made as of November 17, 2003, by and between NEOGUIDE SYSTEMS, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING III, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Grantor and Secured Party are parties to that certain Intellectual Property Security Agreement dated as of September 30, 2002 (as the same may be amended, supplemented and modified from time to time, the "Intellectual Property Security Agreement") pursuant to which, among other things, Grantor granted Secured Party a security interest in, to and under certain items of Grantor's Intellectual Property.

B. Grantor and Secured Party wish to amend the Intellectual Property Security Agreement to include reference to certain Patents and Trademarks applied for and/or acquired by Grantor after the execution thereof.

C. Each capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the Intellectual Property Security Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Exhibit B to the Intellectual Property Security Agreement, the listing of Grantor's Patents, is hereby supplemented and amended by Exhibit "B" attached to this Supplement, to include reference to Grantor's right, title and interest in, to and under the Patents set forth thereon.

2. Exhibit C to the Intellectual Property Security Agreement, the listing of Grantor's Trademarks, is hereby supplemented and amended by Exhibit "C" attached to this Supplement, to include reference to Grantor's right, title and interest in, to and under the Trademarks set forth thereon.

3. This Supplement shall be deemed to be an amendment to the Intellectual Property Security Agreement and shall not be construed in any way as a replacement or substitution therefor. All of the terms and conditions of, and terms defined in, this Supplement are hereby incorporated by reference into the Intellectual Property Security Agreement as if such terms and provisions were set forth in full therein. Except as so amended hereby, the Intellectual Property Security Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

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IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

GRANTOR:

NEOGUIDE SYSTEMS, INC.

By: Amir Belson
Name: Amir Belson
Title: president

SECURED PARTY:

VENTURE LENDING & LEASING III, INC.

By: _____
Name: _____
Title: _____

SUPPLEMENT NO. 1

TO

EXHIBIT B

Patents

<i>DESCRIPTION</i>	<i>APP # FILE DATE</i>	<i>PATENT # FILE DATE</i>	<i>FILE TYPE</i>
Steerable Endoscope and Improved Method of Insertion	4/3/2000		Provisional
Endoscope with Guiding Apparatus	2/26/2003	10/229,814	PCT
Tendon-Driven Endoscope and Methods of Insertion	8/27/2003	10/229,577 8/27/2002	PCT
Apparatus and Method for Spectroscopic Examination of the Colon	1/9/2002		Provisional
Apparatus And Method for Spectroscopic Examination of the Colon	12/20/2002	60/347,695 1/9/2002	Utility
Apparatus and Method for Spectroscopic Examination of the Colon	12/20/2002	60/347,695 1/9/2002	PCT
Apparatus and Method for Endoscopic Colectomy	1/9/2002		Provisional
Apparatus and Method for Endoscopic Colectomy	12/20/2002	60/327,259 1/9/2002	Utility
Apparatus and Method for Endoscopic Colectomy	12/20/2002	60/327,259 1/9/2002	PCT
Method and Apparatus for Tracking Insertion Depth	3/7/2003		Utility
Electro-Polymeric Articulated Endoscope	8/20/2003		Provisional

SUPPLEMENT NO. 1

TO

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
NEOGUIDE	78/187,756	11/21/2002
NG LOGO DESIGN	76/477,512	12/20/2002
N NEOGUIDE SYSTEMS & DESIGN	76/477,513	12/20/2002