

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Sub-Q, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) August 31, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Note and Warrant Purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Boston Scientific Corporation

Internal

Address: Attn.: Doug Godshall

Street Address: One Boston Scientific Place

City: Natick

State: Massachusetts

Country: USA Zip: 01760-1537

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attachment

B. Trademark Registration No.(s)

See Attachment

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Bruce Feuchter, Esq.

Internal Address:

Street Address: 660 Newport Center Drive
Suite 1600

City: Newport Beach

State: California Zip: 92660

Phone Number: (949) 725-4000

Fax Number: (949) 725-4100

Email Address: bfeuchter@sycr.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1329 Cust. #31278
Authorized User Name Bruce Feuchter

9. Signature:

Signature

September 8, 2004

Date

Bruce Feuchter

Name of Person Signing

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

36

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
American LegalNet, Inc.
forms.com
REEL: 002942 FRAME: 0540

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ATTACHMENT
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2. Name and Address of Receiving Party(ies):

Pacific Venture Group II, L.P.
Attn: Ralph Sabin
Pacific Venture Group
114 Pacifica Street
Suite 270
Irvine, CA 92618

PVG Associates II, L.P.
Attn: Ralph Sabin
Pacific Venture Group
114 Pacifica Street
Suite 270
Irvine, CA 92618

Pequot Private Equity Fund II, L.P.
Attn.: Juliet Tammenoms-Bakker
Pequot Capital Management
500 Nyala Farm Rd.
Westport, CT 06880

Kingsbury Capital Partners, L.P. III
Attn: Timothy Wollaeger
Kingsbury Associates
4401 Eastgate Mall
San Diego, CA 92121

Kingsbury Capital Partners, L.P. IV
Attn: Timothy Wollaeger
Kingsbury Associates
4401 Eastgate Mall
San Diego, CA 92121

Geoffrey O. Hartzler
2600 Verona Road
Mission Hills, KS 66208

George Wallace
10 Brentano
Coto de Caza, CA 92679

Dr. Andrew H. Cragg
4502 Edina Blvd.
Edina, MN 55424

Allen Family Trust dated 10/12/81
Attn.: Dick Allen
c/o DIMA Ventures, Inc.
1 Thunderbird Drive
Newport Beach, CA 92660

Bruce Feuchter
6 Shire
Coto de Caza, CA 92679

**ATTACHMENT
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**


**4. Application number(s) or registration number(s) and identification or description of the
Trademark:**

Total Issues: 10

Sub-Q, Inc. Trademark Properties

File No.	Trademark	Country	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes Goods	One Date	Status
034298-000090	Q-FOAM	Australia	855645 02-Nov-00	855645 02-Nov-00	I 10 Hemostatic material.	R 11/2/2010	Registered Convention priority date 5/04/2000.
034298-000088	Q-FOAM	European Community	001933530 11-Jan-00	001933530 04-Jan-02	I 10 Hemostatic material.	R 1/11/2010	Registered Convention priority date 5/04/2000.
034298-000048	Q-STASIS	Australia	809900 11-Oct-98	809900 11-Oct-98	I 10 Medical products for providing hemostasis, namely, hemostats.	R 10/11/2009	Registered Convention priority date 4/14/1999.
034298-000157	Q-STASIS	Canada	1175873 24-Apr-03	N/A	N/A Medical products for providing hemostasis, namely, hemostats.		Allowed
034298-000047	Q-STASIS	European Community	001339779 11-Oct-99	001339779 11-Oct-99	I 10 Medical products for providing hemostasis, namely, hemostats.	R 10/11/2009	Registered Convention priority date 4/14/1999.
034298-000033	Q-STASIS	United States of America	75682771 14-Apr-99	2602683 30-Oct-01	I 10 Medical products for providing hemostasis, namely, hemostats.	D 10/30/2007 R 10/30/2011	Registered

File No.	Trademark	Country	Appln No. Appl Date	Reg No Reg Date	Classes Goods	Bus Date	Status
034288-000158	QUICKSEAL	Canada	1175872 24-Apr-03		N/A Medical products for providing hemostasis, namely, hemostats.		Allowed
034288-000034	QUICKSEAL	United States of America	75740964 21-Jun-99	2448363 01-May-01	I 10 Medical products for providing hemostasis, namely, hemostats.	D 5/1/2007 R 5/1/2011	Registered
034288-000023	SUB-Q	United States of America	75631282 01-Feb-99	2513094 27-Nov-01	I 10 Medical products, namely, inflatable local compression balloons, graspers, sponges, semi- solid materials, umbrellas, T-anchors with sutures, sutures, that are all injected or inserted to promote healing in humans by controlling internal hemorrhaging and providing hemodynamic control; medical products delivery systems comprising catheters or tubes for delivering injectable or insertable materials and devices, namely, inflatable local compression balloons, graspers, sponges, semi- solid material, umbrellas, T-anchors with sutures, sutures, that all promote internal healing in humans by controlling internal hemorrhaging and providing hemodynamic control.	D 11/27/2007 R 11/27/2011	Registered

File No.	Trademark	Country	Appln No. Appl Date	Reg No Reg Date	Classes Goods	Pub Date	Status
034288-000029	SUB-Q and Design 	United States of America	7562271B 18-Jan-99	2513082 27-Nov-01	I-10 Medical products, namely, inflatable local compression balloons, graspers, sponges, semi- solid materials, umbrellas, T-anchors with sutures, sutures, that are all injected or inserted to promote healing in humans by controlling internal hemostaging and providing hemodynamic control medical products delivery systems comprising catheters or tubes for delivering injectable or insertable materials and devices, namely, inflatable local compression balloons, graspers, sponges, semi- solid material, umbrellas, T-anchors with sutures, sutures, that all promote internal healing in humans by controlling internal hemostaging and providing hemodynamic control.	D 11/27/2007 R 11/27/2011	Registered

NOTE AND WARRANT PURCHASE AGREEMENT

THIS NOTE AND WARRANT PURCHASE AGREEMENT (the "Agreement") is entered into as of August 31, 2004, by and among Sub-Q, Inc., a Delaware corporation (the "Company") and the persons or entities set forth on Schedule A hereto (individually, a "Lender" and collectively, the "Lenders").

RECITALS

WHEREAS, the Company proposes to borrow from the Lenders the aggregate sum of \$700,000 pursuant to Secured Convertible Promissory Notes; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions pursuant to which the Company shall borrow such funds from the Lenders.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **Sale of Notes.** The Company shall sell to the Lenders, and the Lenders shall purchase from the Company, the Secured Convertible Promissory Notes substantially in the form attached hereto as Exhibit A (the "Notes"), in the amounts set forth beside each Lender's name on Schedule A attached hereto.

2. **Issuance of Warrants.** In conjunction with the issuance of the Notes to the Lenders, the Company shall issue to each Lender a warrant, in the form of Exhibit B attached hereto (the "Warrants"), evidencing the right to purchase a number of shares of the Company's capital stock described therein (the "Warrant Shares" and collectively with the Warrants, Notes and the shares of Preferred Stock issuable upon conversion of the Notes, the "Securities").

3. **Closing; Deliveries by the Parties.**

(a) **Closing.** The separate purchases and sales of the Notes and Warrants shall take place at the closing (the "Closing") to be held at 10:00 a.m. local time at the offices of Stradling Yocca Carlson & Rauth, 660 Newport Center Drive, Suite 1600, Newport Beach, CA 92660 on August 31, 2004 (the "Closing Date"), or at such other time or place as the parties mutually agree.

(b) **Deliveries.** The obligations of the Company and the Lenders under this Agreement with respect to the Closing are subject to the fulfillment of the following conditions:

(i) receipt of payment to the Company by the Lenders equal to the principal amount of the Notes purchased hereunder by such Lender by bank check or wire transfer of immediately available funds; and

(ii) this Agreement shall be executed and delivered to the Company by each Lender:

(iii) the following documents shall be executed and delivered to the Lenders by the Company:

- (A) this Agreement;
- (B) such Lender's Note; and
- (C) such Lender's Warrant.

4. **Representations and Warranties of the Company.** The Company hereby represents and warrants to the Lenders as follows:

(a) **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

(b) **Authorization.** All corporate actions on the part of the Company necessary for the authorization, execution, and delivery of the Notes and Warrants being issued to the Lender concurrently herewith, the issuance of the securities upon conversion of the Notes and upon exercise of the Warrants, and the performance of all obligations of the Company hereunder, have been taken. This Agreement constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms, except as limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) **No Consent.** No consent, approval, qualification, order or authorization of, or filing with, any local, state, or federal governmental authority is required on the part of the Company in connection with the Company's valid execution, delivery, or performance of this Agreement, or the offer, sale or issuance of the Securities, by the Company, except such filings as have been made prior to date hereof, and except any notices of sale or such filings as may be required under applicable federal and state securities laws, which will be timely filed within the applicable periods therefor.

(d) **Valid Issuance.** The securities to be issued, sold and delivered upon conversion of this Note or upon exercise of the Warrant, in accordance with the terms hereof for the consideration expressed herein, will be duly and validly issued, fully paid and nonassessable.

(e) **No Subsidiaries.** The Company has no subsidiaries.

5. **Representations and Warranties of the Lenders.** Each Lender hereby represents and warrants to the Company as to itself as follows:

(a) The Securities are being acquired for its own account, for investment and not with a view to, or for resale in connection with, any distribution or public offering thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). Upon exercise of the Warrant or conversion of the Note, the Lender shall, if so requested by the Company, confirm in writing, in a form reasonably satisfactory to the Company, that the securities issuable upon exercise

of the Warrant or conversion of the Note are being acquired for investment and not with a view toward distribution or resale;

(b) Such Lender understands that the Securities have not been registered under the Securities Act by reason of their issuance in a transaction exempt from the registration and prospectus delivery requirements of the Securities Act pursuant to Section 4(2) thereof and that the Securities may be resold without registration under the Securities Act only in certain limited circumstances. Such Lender further understands that the Securities have not been qualified under the California Securities Law of 1968 (the "California Law") by reason of their issuance in a transaction exempt from the qualification requirements of the California Law pursuant to Section 25102(f) thereof, which exemption depends upon, among other things, the bona fide nature of Lender's investment intent expressed above;

(c) Such Lender has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the purchase of Securities and of protecting its interest in connection therewith;

(d) Such Lender is able to bear the economic risk of the purchase of the Securities; and

(e) Such Lender is an accredited investor within the meaning of Regulation D promulgated under the Securities Act.

6. Security Interest.

(a) Creation of Security Interest. As security for the prompt and complete payment and performance when due of all of amounts under the Notes (the "Secured Obligations"), the Company does hereby grant to each Lender a continuing security interest in all of the right, title, and interest of the Company in, whether now existing or hereafter from time to time acquired, all of the Company's intellectual property rights, including, without limitation, all copyrights, patents, trademarks, licenses, designs, drawings, technical information, trade secrets, proprietary or confidential information, inventions (whether or not patentable), procedures and know-how (the "Collateral").

(b) Remedies Upon an Event of Default.

(i) Upon the occurrence of an Event of Default (as defined in the Notes), each Lender may exercise and enforce all rights or remedies available upon default to a secured party under the Uniform Commercial Code as then in effect in the State of California; provided that any sale or other disposition of the Collateral by a Lender shall comply with Section 6(b)(ii) below.

(ii) Upon the occurrence of an Event of Default, Lenders, acting unanimously, may sell, or otherwise dispose of, all or any part of the Collateral upon any terms which are commercially reasonable. Lenders shall give the Company fifteen (15) days' prior written notice of the time and place of any public sale of the Collateral, or of the time after which a private sale or other disposition of the Collateral is made.

(iii) All proceeds from the sale or other disposition of the Collateral, unless otherwise expressly required by law or regulation, shall be applied as follows:

- (1) First, to the payment of all expenses reasonably incurred by Lenders in connection with any sale or disposition of the Collateral;
- (2) Second, to the payment of all obligations of the Company to the Lenders arising under the Notes which have come due and are unpaid; and
- (3) Third, the balance, if any, to the Company.

(e) Termination of Security Interest. Upon the full repayment, or conversion, of the Notes, the security interest granted hereunder shall terminate, and each Lender, at the request of the Company, will execute and deliver to the Company the proper instruments (including UCC termination statements) acknowledging the termination of such security interest and will duly assign, transfer and deliver to the Company (without recourse and without any representation or warranty) such of the Collateral as may be in possession of each Lender and has not theretofore been sold or otherwise applied or released pursuant to this Agreement.

7. Approval of Issuance of Securities. Each Lender, in its capacity as a holder of the Company's Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock, hereby consents to the issuance of the Securities for purposes of Article IV, Sections B.5(a) and (b) of the Company's Third Amended and Restated Certificate of Incorporation. In addition, each Lender hereby waives its rights to purchase a pro rata share of the Notes and Warrants, to the extent such Lender is not purchasing its pro rata share hereunder, pursuant to Section 2.3 of that certain Second Amended and Restated Investors' Rights Agreement, dated February 19, 2002, by and among the Company and the investors party thereto, and any notice periods relating thereto.

8. Miscellaneous.

(a) Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Entire Agreement. This Agreement and the exhibits hereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, whether written or oral.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(d) Headings. The headings in this Agreement are for convenience only and shall not alter or otherwise affect the meaning hereof.

(e) Severability. If any section of this Agreement is held invalid by any law, rule, order, regulation, or promulgation of any jurisdiction, such invalidity shall not affect the enforceability of any other sections not held to be invalid.

(f) Counterparts. This Agreement and any amendment thereof may be executed in two or more counterparts, each of which shall be deemed an original for all purposes.

(g) Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to

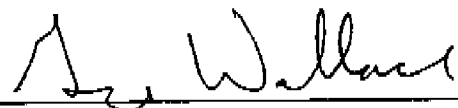
whom the same is directed or transmitted by facsimile with confirmation of receipt, (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, at the address of the party set forth on the signature page of this Agreement (or at such other address as may be communicated to the notifying party in writing).

(h) Amendment. Any provision of this Agreement, the Notes or the Warrants may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and by Lenders holding a majority in aggregate principal amount of all Notes issued pursuant to this Agreement.

(i) Further Assurances. Each party hereto agrees to execute and deliver such other documents and instruments as the other party may reasonably request to better evidence or effectuate the rights and obligations of the parties hereto and the transactions contemplated hereunder, provided that no party shall, as a result thereof, be required to assume any further obligation or relinquish any of its rights hereunder.

IN WITNESS WHEREOF, the Company and the Lenders have executed this Note and Warrant Purchase Agreement as of the date first set forth above.

SUB-Q, INC.

By: 
George Wallace
President and Chief Executive Officer

SIGNATURE PAGE TO NOTE AND WARRANT PURCHASE AGREEMENT

BOSTON SCIENTIFIC CORPORATION

By: _____

Lawrence C. Best
Senior Vice President and
Chief Financial Officer

CE7

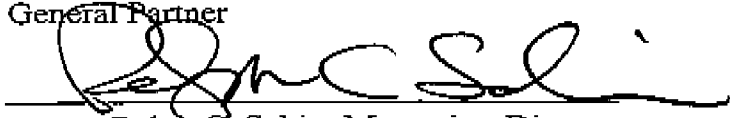
Address: Boston Scientific Corporation
One Boston Scientific Place
Natick, MA 01760-1537
Facsimile: (508) 650-8956
Attention: Chief Financial Officer

SIGNATURE PAGE TO NOTE AND WARRANT PURCHASE AGREEMENT

PACIFIC VENTURE GROUP II, L.P.

By: PVG Equity Partners II, LLC


Its: General Partner

By: 
Ralph C. Sabin, Managing Director

PVG Associates II, L.P.

By: PVG Equity Partners II, LLC

Its: General Partner

By: 
Ralph C. Sabin, Managing Director

Address: Pacific Venture Group II, L.P.
114 Pacifica Street, Suite 270
Irvine, CA 92618
Attention: Ralph Sabin

SIGNATURE PAGE TO NOTE AND WARRANT PURCHASE AGREEMENT

PEQUOT PRIVATE EQUITY FUND II, L.P.

**By: Pequot Capital Management, Inc.,
as Investment Manager**


**By: 
Name: Aryeh Davis
Title: General Counsel**

**Address : Aryeh Davis
Carlos Rodrigues
c/o Pequot Capital Management, Inc.
500 Nyala Farm Road
Westport, CT 06880**

SIGNATURE PAGE TO NOTE AND WARRANT PURCHASE AGREEMENT

KINGSBURY CAPITAL PARTNERS,
L.P. III

By: Kingsbury Associates, L.P.

By: 
Timothy J. Wollaeger, General Partner

KINGSBURY CAPITAL PARTNERS,
L.P. IV

By: Kingsbury Associates, L.P.

By: 
Timothy J. Wollaeger, General Partner

Address: Kingsbury Associates
4401 Eastgate Mall
San Diego, CA 92121
Attention: Timothy Wollaeger

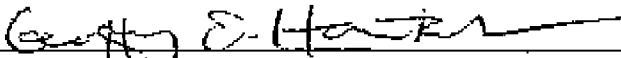
SIGNATURE PAGE TO NOTE AND WARRANT PURCHASE AGREEMENT

ALLEN FAMILY TRUST

By: *Dick Allen*
Dick Allen, Trustee

Address: 1 Thunderbird Drive
Newport Beach, CA 92660

SIGNATURE PAGE TO NOTE AND WARRANT PURCHASE AGREEMENT



Geoffrey O. Hartzler

Address: 2600 Verona Road
Mission Hills, KS 66208
Facsimile: (913) 722-3575


SIGNATURE PAGE TO NOTE AND WARRANT PURCHASE AGREEMENT



Dr. Andrew H. Cragg

Address: 4502 Edina Blvd.
Edina, MN 55424
Facsimile: (612) 920-8331

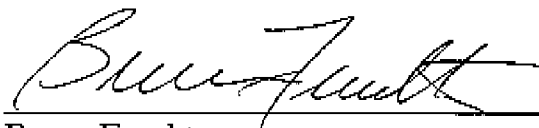
SIGNATURE PAGE TO NOTE AND WARRANT PURCHASE AGREEMENT



George Wallace

Address: 10 Brentano
Coto de Caza, CA 92679
Facsimile: (949) 459-8040

SIGNATURE PAGE TO NOTE AND WARRANT PURCHASE AGREEMENT



Bruce Feuchter

Address: 6 Shire
Coto de Caza, CA 92679
Facsimile: (949) 823-5123

Schedule A

Schedule of Lenders

Lender
Boston Scientific Corporation
Pacific Venture Group II, L.P.
PVG Associates II, L.P.
Pequot Private Equity Fund II, L.P.
Kingsbury Capital Partners, L.P. III
Kingsbury Capital Partners, L.P. IV
Geoffrey Hartzler
Allen Family Trust dated 10/12/81
George Wallace
Andrew Cragg
Bruce Feuchter
Total

Exhibit A
Form of Note

THIS SECURED CONVERTIBLE PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. IT MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR HYPOTHECATED EXCEPT IN COMPLIANCE WITH RULE 144 UNDER SAID ACT OR AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE HOLDER, REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH REGISTRATION IS NOT REQUIRED.

SUB-Q, INC.

SECURED CONVERTIBLE PROMISSORY NOTE

Note No: N-___B
\$ _____

_____, 2004

FOR VALUE RECEIVED, Sub-Q, Inc., a Delaware corporation (the "Company"), or its successor in interest, promises to pay to the order of Boston Scientific Corporation (herein, together with its successors and assigns who become holders of this Note, "Lender"), the principal sum of _____ Dollars (\$ _____), together with simple interest on the unpaid principal amount at the rate of 8% per annum, based on a 365 day year. Interest shall commence with the date hereof and shall continue to accrue on a daily basis on the unpaid principal until paid in full or converted in accordance with the terms hereof. This Secured Convertible Promissory Note (the "Note") is issued pursuant to the terms and conditions of that certain Note and Warrant Purchase Agreement (the "Purchase Agreement"), dated August 31, 2004, by and among the Company and the lenders named therein and is subject to the security interest granted pursuant to Section 6 thereof.

1. Payments. Unless earlier converted pursuant to Section 2 of this Note, all outstanding principal and accrued interest on this Note shall become fully due and payable upon the earliest to occur of (a) an Event of Default (as defined below in this Section 1); or (b) November 15, 2004 (the "Maturity Date"). All payments of principal and interest under this Note shall be made in lawful money of the United States of America at the principal place of business of Lender or at such other place as Lender shall have designated in writing. Payments shall first be applied to accrued interest and thereafter to outstanding principal.

For purposes hereof, the occurrence of any of the following shall constitute an "Event of Default" under this Note: (1) the failure by the Company to make any payment of principal or any other amount payable hereunder when due under this Note or any of the other secured convertible promissory notes issued pursuant to the Purchase Agreement (the "Similar Notes"); (2) the breach by the Company of any other condition or obligation under this Note or any of the Similar Notes, and the continuation of such breach for ten (10) days; (3) the filing of a petition by or against the Company under any provision of applicable bankruptcy or similar law, which petition is not dismissed within sixty (60) days; (4) appointment of a receiver, trustee, custodian or liquidator of or for all or any part of the assets or property of the Company, which appointment is not dismissed within sixty (60) days; (5) the insolvency of the Company or admission by the Company of its general inability to pay its bills; or (6) the making of a general assignment for the benefit of creditors by the Company.

2. Conversion.

(a) Conversion Upon a Qualified Financing. The outstanding principal balance and unpaid accrued interest on this Note shall automatically convert at the closing of the Company's next transaction or series of related transactions in which it sells shares of Preferred Stock (the "Qualified

Financing”), into the securities of the Company of the same class and having the same rights and privileges as the securities issued in the Qualified Financing (the “Preferred Shares”) at the per share price paid by investors in such transaction, provided such financing closes prior to the Maturity Date. The number of Preferred Shares to be issued upon such conversion shall be equal to the quotient obtained by dividing (a) the aggregate outstanding principal balance and unpaid accrued interest due on this Note on the date of conversion by (b) the price per share at which the Preferred Shares are sold to investors in the Qualified Financing, and the issuance of such shares upon conversion of this Note shall be upon and subject to the same terms and conditions applicable to such Qualified Financing. After the Maturity Date, Lender may, solely at its option, convert into any subsequent Qualified Financing or pursuant to Section 2(b) below. For the purposes of this Note, the following shall not be deemed, without limitation, to be a Qualified Financing: (i) the Company’s issuance of options or stock under its existing employee stock option plans and (ii) the Company’s issuance of warrants issued in connection with any bridge financings.

(b) Conversion Upon an Acquisition or After Maturity Date. In the event that (i) the Qualified Financing is not consummated prior to the Maturity Date or (ii) there is a consummation of an acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation) (an “Acquisition”), the Lender may, solely at its option, convert the outstanding principal and unpaid accrued interest on this Note into shares of the Company’s Series B Preferred Stock (the “Series B Shares” and collectively with the Preferred Shares, the “Shares”). The number of Series B Shares to be issued upon such conversion shall be equal to the quotient obtained by dividing (x) the aggregate outstanding principal balance and unpaid accrued interest due on this Note on the date of conversion by (y) the lower of (1) \$2.00 or (2) the per share value of the consideration received by the holders of the Company’s Series B Preferred Stock in the Acquisition.

(c) Manner of Conversion. Lender shall be deemed to be the holder of the Shares into which this Note converts as of the date of the closing of the Qualified Financing or the Acquisition, as the case may be, or the date upon which the Lender provides notice to the Company of its election to convert this Note in accordance with the terms hereof. At that time, Lender shall cease to have any rights pursuant to this Note but shall have all of the rights granted to it as a holder of Preferred Shares or Series B Shares, as the case may be. To receive a certificate representing the Shares, Lender shall surrender this Note to the Company within the time period requested by the Company. As soon as practicable after the surrender of this Note, the Company shall (i) issue and deliver to Lender a certificate for the number of full Shares issuable upon conversion, and (ii) pay to Lender cash as provided in Section 2(d) below for any fraction of a Share which would otherwise be issuable upon conversion. Upon conversion of this Note into Shares as provided herein, the provisions of this Note relating to the obligation of the Company to pay principal and interest to Lender, set forth above, shall be null and void and no payment of principal and interest shall be owed or paid by the Company to Lender. If at the time of conversion there are insufficient authorized Preferred Shares or Series B Shares, as the case may be, to permit conversion of this Note in full, the Company will take all corporate action necessary to authorize a sufficient number of Preferred Shares or Series B Shares to permit such conversion in full.

(d) Fractional Shares. No fractional Shares shall be issued upon conversion of this Note. In place of a fractional Share, the Company shall pay Lender an amount equal to the product obtained by multiplying the fractional Share by the applicable conversion price for such Share.

3. Miscellaneous.

(a) This Note shall not entitle Lender to any voting rights or other rights as a stockholder of the Company.

(b) Nothing in this Note, express or implied, is intended to confer upon any party other than the parties hereto any rights, remedies, obligations, or liabilities under or by reason of this Note, except as expressly provided in this Note.

(c) If any action is instituted to collect or otherwise enforce the provisions of this Note, the Company shall pay all costs and expenses, including attorneys' fees, incurred by Lender in connection with such action.

(d) This Note shall be construed in accordance with the laws of the State of California. If one or more provisions of this Note are held to be unenforceable under applicable law, such provision shall be excluded from this Note and the balance of the Note shall be interpreted as if such provisions were so excluded, and the remainder of this Note shall be enforceable in accordance with its terms. No right, power or remedy conferred by the Note upon Lender shall be exclusive of any other right, power or remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

(e) In the event that this Note shall require the payment of interest in excess of the maximum amount permissible under applicable law, then the Company's obligations hereunder shall, automatically and retroactively, be deemed reduced to the highest maximum amount permissible under applicable law. In the event Lender receives as interest an amount which would exceed such maximum applicable rate, the amount of any excess interest shall not be applied to the payment of interest hereunder, but shall, automatically and retroactively, be applied to the reduction of the unpaid principal balance due hereunder. In the event and to the extent such excess amount of interest exceeds the outstanding unpaid principal balance hereunder, any such excess amount shall be immediately returned to the Company by Lender.

(f) This Note is not transferable by Lender, whether by assignment, operation of law or otherwise without the prior written consent of the Company; provided, however, that Lender may transfer this Note to any of its affiliates.

(g) The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

(h) Neither this Note nor any term hereof may be waived, amended, discharged, modified, changed, or terminated orally, nor shall any waiver of any provision hereof be effective except by an instrument in writing signed by the Company and the holders of at least a majority in aggregate principal amount of the Similar Notes.

(i) Whenever used herein, the words "Company" and "Lender" shall be deemed to include their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Company has caused this Secured Convertible Promissory Note to be executed in San Clemente, California, on the date first above written.

SUB-Q, INC.

George Wallace, Chief Executive Officer

Exhibit B
Form of Warrant

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO SUCH SECURITIES, OR DELIVERY OF AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER OF THESE SECURITIES THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE WITH THE SECURITIES ACT, OR UNLESS SOLD IN FULL COMPLIANCE WITH RULE 144 UNDER THE SECURITIES ACT.

SUB-Q, INC.

PREFERRED STOCK WARRANT

No: W-__B

Date of Issuance: _____, 2004

FOR VALUE RECEIVED, Sub-Q, Inc., a Delaware corporation (the "Company"), hereby grants this Warrant to Boston Scientific Corporation ("Holder"), as of the Date of Issuance indicated above. This Warrant is issued pursuant to that certain Note and Warrant Purchase Agreement (the "Purchase Agreement"), dated August 31, 2004, by and among the Company and the lenders named therein and in connection with that certain Secured Convertible Promissory Note No. N-__B, dated of even date herewith (the "Note"). The amount and kind of securities obtainable pursuant to the rights granted hereunder and the exercise price for such securities are subject to adjustment pursuant to the provisions contained in this Warrant.

This Warrant is subject to the following provisions:

1. Exercise of Warrant.

1.1 Purchase of Shares. Subject to the terms and conditions hereinafter set forth, Holder is entitled, upon surrender of this Warrant at the principal office of the Company (or at such other place as the Company shall notify Holder in writing), to purchase from the Company up to that number of shares (the "Warrant Shares") of the Preferred Shares (as defined in the Note) as equals the quotient obtained by dividing (A) the outstanding principal amount of the Note multiplied by (i) fifteen percent (15%) if the Qualified Financing (as defined in the Note) closes on or prior to November 15, 2004, or (ii) if the Qualified Financing closes after November 15, 2004, fifteen percent (15%) plus an additional 2% for each full thirty-day period that elapses commencing November 16, 2004 until the closing of the Qualified Financing, by (B) the per share purchase price paid by investors in the Qualified Financing (the "Exercise Price"). The Warrant Shares and the Exercise Price shall be subject to adjustment as set forth herein. Immediately upon the Company's sale of shares of its common stock, \$.0001 par value per share ("Common Stock"), in a firm commitment underwritten public offering ("Public Offering") pursuant to a registration statement on Form S-1 or SB-2 under the Securities Act of 1933, as amended (the "Securities Act"), this Warrant shall then become exercisable for shares of Common Stock on the same basis set forth above; provided, that, if a Public Offering shall be consummated prior to the closing of a Qualified Financing, then the Exercise Price shall be equal to the lower of (1) \$2.00 per Warrant Share or (2) the then-current per share fair market value of the Common Stock as determined in good faith by the

Company's Board of Directors. If prior to the closing of the Qualified Financing there is an Acquisition (as defined in the Note) of the Company or the Company is liquidated or dissolved, then immediately prior to the consummation of such an event this Warrant shall become exercisable for shares of Series B Preferred Stock of the Company on the same basis set forth above for which the Exercise Price shall equal the lower of (1) \$2.00 per Warrant Share or (2) the per share value of the consideration received by the holders of the Company's Series B Preferred Stock in the Acquisition, liquidation or dissolution, and upon exercise of this Warrant, the Holder shall have, with respect to such shares of preferred stock, the same rights as the holders of Series B Preferred Stock. In the event of an Acquisition, the Company shall notify Holder in writing at least fifteen (15) days prior to the consummation of such event or transaction. In the event that the shares of preferred stock referred to herein are converted into Common Stock of the Company, then such references shall be deemed to be references to Common Stock.

1.2 Exercise Period. Holder may exercise this Warrant at any time through the tenth anniversary of the Date of Issuance ("Exercise Period").

1.3 Exercise Procedure.

(a) This Warrant shall be deemed to have been exercised at such time when the Company has received all of the following items (the "Exercise Time"):

(i) a completed Exercise Notice, as described in Section 1.5, executed by the Holder exercising all or part of the purchase rights represented by this Warrant;

(ii) this Warrant; and

(iii) payment to the Company of an amount equal to the Exercise Price multiplied by the number of Warrant Shares being purchased, at the election of Holder, by wire transfer or certified check payable to the order of the Company, except in cases where the Holder indicates in the Exercise Notice that it intends to exercise this Warrant in the manner specified in Section 1.4. The person or persons in whose name(s) any certificate(s) representing Warrant Shares shall be issuable, upon exercise of this Warrant, shall be deemed to have become the holder(s) of record of, and shall be treated for all purposes as the record holder(s) of, the Warrant Shares represented.

(b) Certificates for Warrant Shares purchased upon exercise of this Warrant shall be delivered by the Company to Holder as soon as practicable after the date of the Exercise Time. Unless this Warrant has expired or all of the purchase rights represented hereby have been exercised, the Company shall prepare a new Warrant, substantially identical hereto, representing the rights formerly represented by this Warrant which have not expired or been exercised and shall as soon as practicable deliver such new Warrant to the person designated for delivery in the Exercise Notice.

(c) The Warrant Shares issuable upon the exercise of this Warrant shall be deemed to have been issued to Holder at the Exercise Time, and Holder shall be deemed for all purposes to have become the record holder of such Warrant Shares at the Exercise Time.

(d) The issuance of certificates for Warrant Shares upon exercise of this Warrant shall be made without charge to Holder for any issuance tax in respect thereof or other cost

incurred by the Company in connection with such exercise and the related issuance of Warrant Shares (other than any transfer taxes resulting from the issuance of Warrant Shares to any person other than Holder).

(e) The Company shall not close its books against the transfer of this Warrant or of any Warrant Shares issued or issuable upon the exercise of this Warrant in any manner which interferes with the timely exercise of this Warrant.

(f) During the Exercise Period, the Company shall reserve and keep available out of its authorized but unissued Preferred Shares such number of Warrant Shares issuable upon the full exercise of this Warrant. All Warrant Shares which are so issuable shall, when issued and upon the payment of the applicable Exercise Price, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges and not subject to the pre-emptive rights of any holder of Common Stock or any other class or series of stock of the Company. During the Exercise Period, the Company shall not take any action which would cause the number of authorized but unissued Preferred Shares to be less than the number of such shares required to be reserved hereunder for issuance upon exercise of this Warrant.

1.4 Cashless Exercise. Notwithstanding the provisions of Section 1.3(a)(iii) requiring payment by wire transfer or check, the Company agrees that, unless otherwise prohibited by law, Holder shall have the right at any time and from time to time to exercise this Warrant in full or in part on a cashless basis, computed using the following formula:

$$X = \frac{Y(A - B)}{A}$$

Where:

X = The number of Warrant Shares to be issued to the Holder pursuant to this cashless exercise;

Y = The number of Warrant Shares in respect of which the net issue election is made;

A = The Fair Market Value (as defined below) of one Warrant Share at the time the cashless exercise election is made; and

B = The Exercise Price (as adjusted to the date of the cashless exercise).

The term "Fair Market Value" shall mean (A) if the class of Warrant Shares is exchange-traded, traded on the NASDAQ National Market or the NASDAQ SmallCap Market, the closing sale or last sale price per share of the class of Warrant Shares, (B) if the class of Warrant Shares is regularly traded in any over-the-counter market other than the NASDAQ National Market or SmallCap Market, the average of the bid and asked prices per share of the class of Warrant Shares, and (C) if the class of Warrant Shares is not traded as described in clause (A) or (B), the per share fair market value of the class of Warrant Shares as determined in good faith by the Company's Board of Directors. Fair Market Value as of a given date with respect to clauses (A) and (B) shall be determined as of the close of business on the day prior to the date of determination, or if no trading in the class of Warrant Shares takes place on such date, on the next preceding trading day on which there has been such trading.

1.5 Exercise Notice. Upon any exercise of this Warrant, Holder shall deliver to the Company an Exercise Notice in substantially the form set forth in Exhibit A hereto.

1.6 No Fractional Shares. If a fractional share of Warrant Shares would, but for the provisions of this Section 1.6, be issuable upon exercise of the rights represented by this Warrant, the Company shall round up the number of shares delivered to Holder to the nearest whole share.

2. Antidilution and other Adjustments.

2.1 Underlying Antidilution Protection. Each Warrant Share, when and if issued upon the exercise of this Warrant, shall receive the benefit of any antidilution adjustments made to the Preferred Shares at any time from and including the Date of Issuance through and including the Exercise Time for such Warrant Shares.

2.2 Capital Reorganizations and Other Reclassifications. In case of any capital reorganization of the Company, or of any reclassification of the Preferred Shares, or in case of the consolidation of the Company with, or the merger of the Company with, or merger of the Company into, any other corporation (other than a consolidation or merger which does not result in any reclassification or change of the outstanding Preferred Shares) or of the sale of the properties and assets of the Company as, or substantially as, an entirety to any other corporation or entity, this Warrant shall, after such capital reorganization, reclassification of the Preferred Shares, consolidation, merger, or sale, be exercisable, upon the terms and conditions specified in this Warrant, for the kind, amount and number of shares or other securities, assets, or cash to which a holder of the number of Preferred Shares purchasable (at the time of such capital reorganization, reclassification of the Preferred Shares, consolidation, merger or sale) upon exercise of such Warrant would have been entitled to receive upon such capital reorganization, reclassification of the Preferred Shares, consolidation, merger, or sale; and in any such case, if necessary, the provisions set forth in this Section 2 with respect to the rights and interests thereafter of Holder shall be appropriately adjusted so as to be applicable, as nearly equivalent as possible, to any shares or other securities, assets, or cash thereafter deliverable on the exercise of this Warrant. The Company shall not effect any such consolidation, merger, or sale, unless prior to or simultaneously with the consummation thereof the successor corporation or entity (if other than the Company) resulting from such consolidation or merger or the corporation or entity purchasing such assets or other appropriate corporation or entity shall assume, by written instrument, the obligation to deliver to Holder such shares, securities, assets, or cash as, in accordance with the foregoing provisions, such holders may be entitled to purchase and other obligations hereunder.

2.3 Notice of Record Date, etc. In the event the Company shall propose to take any action of the types requiring an adjustment pursuant to this Section 2 or a dissolution, liquidation or winding up of the Company shall be proposed, the Company shall give notice to Holder as provided in Section 9, which notice shall specify the record date, if any, with respect to any such action and the date on which such action is to take place. Such notice shall also set forth such facts with respect thereto as shall be reasonably necessary to indicate the effect of such action (to the extent such effect may be known at the date of such notice) on the Exercise Price and the number, kind or class of shares or other securities or property which shall be deliverable or purchasable upon the occurrence of such action or deliverable upon the exercise of the Warrants. In the case of any action which will require the fixing of a record date, unless otherwise provided in this Warrant, such notice shall be given at least twenty (20) days prior to the date so fixed, and in case of all other action, such notice shall be given at least thirty (30) days prior to the taking of such proposed action.

3. No Voting Rights. This Warrant shall not entitle Holder to any voting rights or other rights as a stockholder of the Company.

4. Transfer of Warrant. The securities represented hereby and the Warrant Shares issuable upon exercise hereof have not been registered under the Securities Act and may not be offered, sold or otherwise transferred, pledged or hypothecated in the absence of a registration statement in effect with respect to such securities, or delivery of an opinion of counsel in form and substance satisfactory to the Company that such offer or sale or transfer, pledge or hypothecation is in compliance with the Securities Act, or unless sold in full compliance with Rule 144 under the Securities Act.

5. Replacement. Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of Holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of this Warrant, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Company or, in the case of any such mutilation upon surrender of such Warrant, the Company shall execute and deliver in lieu of such Warrant a new Warrant of like kind representing the same rights represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

6. Notices. Except as otherwise expressly provided herein, all notices and deliveries referred to in this Warrant shall be in writing and shall be delivered personally, sent by reputable overnight courier service (charges prepaid) or sent by registered or certified mail, return receipt requested, postage prepaid and shall be deemed to have been given when so delivered (or when received, if delivered by any other method) if sent (i) to the Company, at its principal executive offices and (ii) to Holder, at Holder's address set forth in the Purchase Agreement.

7. Amendment and Waiver. The provisions of this Warrant contain the entire understanding between the parties hereto with respect to the subject matter hereof and may be amended and waived only if such amendment or waiver is set forth in writing executed by the Company and the holders of at least a majority of the aggregate principal amount of Notes issued pursuant to the Purchase Agreement.

8. Descriptive Headings; Governing Law. The descriptive headings of the several Sections of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. This Warrant shall be governed by the laws of the State of California.

9. Attorneys' Fees. In any litigation, arbitration or court proceeding between the Company and Holder, the prevailing party shall be entitled to reasonable attorneys' fees and all costs of disbursements incurred in enforcing this Warrant.

10. Benefits of Agreement; Successors. This Warrant shall be binding and inure to the benefit of the parties and their respective successors and assigns hereunder; provided that this Warrant may be assigned by Holder only in compliance with the conditions specified in and in accordance with all of the terms of this Warrant. This Warrant does not create and shall not be construed as creating any rights enforceable by any other person or corporation.

11. Severability. If any provision of this Warrant shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Warrant.

12. Counterparts. This Warrant may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed and attested by its duly authorized officers and to be dated the Date of Issuance hereof.

SUB-Q, INC.

George Wallace, Chief Executive Officer

EXHIBIT A
EXERCISE NOTICE

To: SUB-Q, INC.

Dated: _____

By checking the appropriate line, the undersigned, pursuant to the provisions set forth in the attached Warrant:

_____ Hereby agrees to subscribe for the purchase of _____ of the vested Warrant Shares covered by such Warrant and makes payment herewith in full therefor at the price per share provided by such Warrant.

_____ Hereby elects to purchase _____ of the vested Warrant Shares covered by such Warrant by means of a cashless exercise, as provided in Section 1.4 thereof.

_____ Hereby represents that it is an accredited investor within the meaning of Regulation D promulgated under the Securities Act.

Signature _____

Address _____

STRADLING YOCCA CARLSON & RAUTH

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

FACSIMILE COVER SHEET

660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660-6422

Telephone: (949) 725-4000
Fax: (949) 725-4100

Date: September 21, 2004

TOTAL NUMBER OF PAGES INCLUDING THIS PAGE: 40

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1.	ASSIGNMENT DIVISION	U.S.P.T.O.	(703) 306-5995	(703) 308-9723

From: LAURA A. ST. CHARLES, CORPORATE PARALEGAL
DIRECT DIAL NUMBER (949) 725-4050

Re: Sub-Q, Inc.

Message: Please process the attached Trademark Recordation Cover Sheet which was originally submitted on September 15, 2004. The missing text requested in your letter has been provided. Our deposit account and customer numbers have also been provided.

Client/Matter No.: 16126-0011

If any of these pages is not legible or you do not receive all of the pages, please call (949) 725-4050.

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Newport Beach, CA 92660-6422

Telephone: (949) 725-4000
Fax: (949) 725-4100

Date: September 15, 2004

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	RECIPIENT	COMPANY	FAX NO.	PHONE NO.
1.	ASSIGNMENT DIVISION	U.S.P.T.O.	(703) 306-5995	(703) 908-9723

From: LAURA A. ST. CHARLES, CORPORATE PARALEGAL
DIRECT DIAL NUMBER (949) 725-4050

Re: Sub-Q, Inc.

Message: Please process the attached Trademark Recommendation Cover Sheet. Our deposit account and customer numbers have been provided.

Client/Matter No.: 16126-0011

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September 15, 2004

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