

MRD 12-17-04

12-21-2004

Form PTO-1594 (Rev. 06/04)

OMB Collection 0651-0027 (exp. 6/30/21)



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

102825792

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):

TGC Research Limited

- Individual(s)
- General Partnership
- Corporation ~~State~~ England and Wales
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) December, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BCC Acquisition II LLC,
as Agent

Internal Address: _____

Street Address: 750 Battery Street,

Suite 600

City: San Francisco

State: California

Country: USA Zip: 94111

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other LLC 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)

B. Trademark Registration No.(s)

2,232,933; 2,232,863; 1,792,144

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: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive
Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/876-7629

Fax Number: 312/993-9767

Email Address: elizabeth.burns@lw.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- 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 _____
Authorized User Name _____

9. Signature: Elizabeth Burns December 16, 2004
Signature Date

Elizabeth J. Burns Total number of pages including cover sheet, attachments, and document: 7
Name of Person Signing

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

12/21/2004 GT0N11 00000029 2232933

01 FC:8521
02 FC:8522
03 FC:8524

40.00 OP
50.00 OP
120.00 OP

TRADEMARK
REEL: 002995 FRAME: 0723

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

MarkReg.	No.	Date
Neurotrend	2,232,933. S/N 75-323,109	
Neotrend	2,232,863, S/N 75-294,924	
Paratrend 7	1,792,144, S/N 74-128,356	
 Expired Trademarks		
CAL-POD	1,504,639, S/N 73-676,237	
CARDIOMET	1,537,310, S/N 73-667,464	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2004, by TGC Research Limited (a company incorporated in England and Wales with registered number 05273708, "Grantor"), in favor of BCC Acquisition II LLC ("Bay City"), in its capacity as agent ("Agent") for itself and Gerald L. Cohn Revocable Trust ("Cohn Trust"), Hannah S. and Samuel A. Cohn Memorial Foundation ("Cohn Foundation"), and AEOW 96, LLC ("AEOW"). Bay City, Cohn Trust, Cohn Foundation and AEOW are collectively referred to herein as the "Note Holders".

WITNESSETH:

WHEREAS, Bay City, Cohn Trust, Cohn Foundation and AEOW are parties to that certain Note Purchase Agreement, dated as of August 4, 1998, as amended by that certain First Amendment to Note Purchase Agreement, dated as of April 7, 2003 and further amended by that certain Second Amendment and Limited Waiver to Note Purchase Agreement, dated as of August 13, 2004 (as further amended, restated, supplemented and otherwise modified from time to time, the "Note Purchase Agreement"); and

WHEREAS, Grantor purchased certain assets formerly held by Diametrics Medical, Ltd. and, in consideration for the Note Holders consenting to the liquidation of Diametrics Medical, Ltd. and the sale of its assets, Grantor has agreed to enter into a General Security Agreement ("General Security Agreement") and this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Subject to the rights of those certain Beneficiaries identified in that certain Debenture between Barbara R. Mittman as agent, dated as of December 15, 2004, to a first priority security interest in all assets of Grantor, Grantor hereby grants to Agent, on behalf of itself and the Note Holders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trade names, trade styles, corporate names, business names, service marks, logos, internet domain names, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, and trademark and service mark applications ("Trademarks") and all licenses and rights to use any of the Trademarks ("Trademark Licenses") to which it is a party including those referred to on Schedule 1 hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

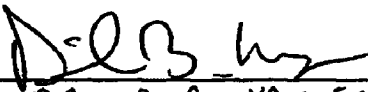
2. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Note Holders, pursuant to the General Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed as of the date and year first written above.

GRANTOR

TGC RESEARCH LIMITED

By: 
Name: DAVID B. MAYSON
Title: Director

THE SECURED PARTY

BCC ACQUISITION II LLC, as agent

By: THE BAY CITY CAPITAL FUND I, L.P.
Its: Manager

By: Bay City Capital Management LLC
Its: General Partner

By: _____
Its: _____

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GRANTOR

TGC RESEARCH LIMITED

By: _____
Name:
Title:

THE SECURED PARTY

BCC ACQUISITION II LLC, as agent

By: **THE BAY CITY CAPITAL FUND I, L.P.**
Its: **Manager**

By: **Bay City Capital Management LLC**
Its: **General Partner**

By: *Fred Claver*
Its: Managing Director

**SCHEDULE 1
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TRADEMARK REGISTRATIONS

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