

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rubicor Medical, Inc.		01/06/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	John K. Dema
Street Address:	One Central Plaza
Internal Address:	11300 Rockville Pike, #112
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20852
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2887819	ENCAPSULE PRECISE
Serial Number:	78241263	ENCAPSULE EXTRA
Serial Number:	78241267	ENCAPSULE EXCISION
Serial Number:	75802410	RUBICOR
Serial Number:	75801120	RUBICOR MEDICAL
Serial Number:	78158783	PERCAPSURE
Serial Number:	78159094	PROCAPSURE
Serial Number:	78159095	ENCAPSURE
Serial Number:	78159580	J-LOC
Serial Number:	78174880	DISCOMARK
Serial Number:	78201741	ENCAPSULE
Serial Number:	78410131	SURGICAL QUALITY SAMPLE WITHOUT THE SURGICAL PROCEDURE
Serial Number:	78436998	ENCAPSULE XTRA

CH \$365.00 2887819

Serial Number:

78473406

ENCAPSULE STEREO

CORRESPONDENCE DATA

Fax Number: (650)849-7400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6508435381

Email: dsanchezbentz@cooley.com

Correspondent Name: Diana Sanchez Bentz

Address Line 1: 3000 El Camino Real

Address Line 2: 5 Palo Alto Square

Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:

Diana Sanchez Bentz

Signature:

/dsb4232/

Date:

02/04/2005

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 2, 2005 by and between RUBICOR MEDICAL, INC., a Delaware corporation ("GRANTOR") and the secured party listed on the signature page hereof (the "SECURED PARTY").

RECITALS

A. Secured Party have made and may in the future make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Secured Promissory Note executed by Grantor in favor of Secured Party (as the same may be amended, modified or supplemented from time to time, the "*Note*") and that certain Warrant to Purchase Shares of Preferred Stock, of even date hereof, by and between Grantor and Secured Party (as the same may be amended, modified or supplemented from time to time, the "*Warrant*"). Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Patents to secure the obligations of Grantor under the Note and Warrant.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and Secured Party (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

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 Note, Warrant and Security Agreement (collectively, the "*Loan Documents*"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks, if any, listed on Exhibits 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 Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are subject to the terms of the Security Agreement

and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security 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 Secured Party 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 Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, 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.

4. Subject to the provisions of Section 11 of the Security Agreement, this Intellectual Property Security Agreement shall terminate upon the earlier of: (i) the termination of the Security Agreement; or (ii) the closing date of Grantor's Series Preferred C round of equity financing with aggregate gross proceeds to the Grantor in the minimum amount of Twelve Million Dollars (\$12,000,000.000).

[Signature page follows]


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:

SECURED PARTY:

RUBICOR MEDICAL, INC.

JOHN K. DEMA

By: 

By: _____
John Dema

Print Name: James Vetter

Title: Chairman / CEO

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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@pxq05!.DOC

TRADEMARK
REEL: 003023 FRAME: 0133

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:

RUBICOR MEDICAL, INC.

By: _____

Print Name: _____

Title: _____

SECURED PARTY:

JOHN K. DEMA

By:  _____

John Dema

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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TRADEMARK
REEL: 003023 FRAME: 0134

EXHIBIT A
COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
NONE		

EXHIBIT B

PATENTS

(Attached)

RUBICOR MEDICAL, INC.
U.S. Patent Case Summary Report

Date: December 16, 2004

<u>Case Number</u>	<u>Status</u>	<u>Application Serial Number, Patent No.</u>	<u>Title</u>
RUBI5526	Issued Issued: 7/11/2000 Expires: 6/24/2018	09/104,069 6,086,543 ✓	Fine needle and core biopsy devices and methods
RUBI5531	Issued Issued: 2/8/2000 Expires: 9/3/2018	09/146,743 6,022,362 ✓	Excisional biopsy devices and methods
RUBI5531CIP	Issued Issued: 8/27/2002 Expires: 9/3/2018	09/565,611 6,440,147 ✓	Excisional biopsy devices and methods
RUBI5531CIPC1	Issued Issued: 2/10/2004 Expires: 9/3/2018	10/066,428 6,689,145 ✓	Excisional biopsy devices and methods
RUBI5531CIPC2	Allowed	10/066,353 ✓	Excisional biopsy devices and methods
RUBI5531D1	Issued Issued: 7/23/2002 Expires: 9/3/2018	09/417,520 6,423,081 ✓	Excisional biopsy devices and methods
RUBI5531D1C1	Allowed	10/066,437 ✓	Excisional biopsy devices and methods

Exhibit B

RUBICOR MEDICAL, INC.
U.S. Patent Case Summary Report

Date: December 16, 2004

<u>Case Number</u>	<u>Status</u>	<u>Application Serial Number, Patent No.</u>	<u>Title</u>
RUBI5531D1C2	Issued Issued: 3/9/2004 Expires: 9/3/2018	10/066,462 6,702,831 ✓	Excisional biopsy devices and methods
RUBI5531D1C3	Pending Filed on 3/8/2004	10/796,328 ✓	Excisional biopsy devices and methods
RUBI5531D2	Issued Issued: 7/20/2004 Expires: 9/3/2018	10/098,014 6,764,495 ✓	Excisional biopsy devices and methods
RUBI5531D2-CIP	New		Device having trailing tub for dispensing beneficial composition
RUBI5532	Issued Issued: 11/14/2000 Expires: 9/22/2018	09/158,215 6,146,377 ✓	Breast stabilization devices and methods
RUBI5552	Issued Issued: 9/19/2000 Expires: 11/25/2018	09/200,661 6,122,542 ✓	Breast stabilization devices and imaging and interventional methods using same

RUBICOR MEDICAL, INC.
U.S. Patent Case Summary Report

Date: December 16, 2004

<u>Case Number</u>	<u>Status</u>	<u>Application Serial Number, Patent No.</u>	<u>Title</u>
RUBI552D1	Issued Issued: 10/16/2001 Expires: 11/25/2018	09/588,033 6,304,770 ✓	Breast stabilization devices and imaging and interventional methods using same
RUBI5666	Abandoned Abandoned:	10/155,704 ✓	Breast stabilizers having an open lattice structure and imaging methods using same
RUBI5694	Halted		Method, Apparatus And System For In Vivo Tissue Encapsulation
RUBI5710	Issued Issued: 8/24/2004 Expires: 5/22/2022	10/155,570 6,780,179 ✓	Methods and systems for in situ tissue marking and orientation stabilization
RUBI5710DIV	Pending Filed on 6/17/2004	10/871,790 ✓	Methods and systems for in situ tissue marking and orientation stabilization
RUBI5715	Abandoned Abandoned:	09/732,848 ✓	Methods of improving radio frequency energized dissection of tissue

RUBICOR MEDICAL, INC.
U.S. Patent Case Summary Report

Date: December 16, 2004

<u>Case Number</u>	<u>Status</u>	<u>Application Serial Number, Patent No.</u>	<u>Title</u>
RUBI5715DIV	Pending Filed on 1/23/2003	10/349,659	Methods and devices for radiofrequency electrosurgery
RUBI5760	Halted		Stabilizer Guidance Axle
RUBI5764	Halted		Marker
RUBI5783	Halted		Minimally Invasive Stabilizing Rod
RUBI5801	Pending Filed on 7/3/2002	10/189,277	Methods and devices for cutting and collecting soft tissue
RUBI5801CIP	Pending Filed on 10/16/2002	10/272,452	Methods and devices for cutting and collecting soft tissue
RUBI5811	Halted		
RUBI5814	Pending Filed on 11/6/2002	10/290,051	Excisional devices having selective cutting and atraumatic configurations and methods of using same
RUBI5837	Pending Filed on 10/16/2002	10/272,448	Devices and methods for performing procedures on a breast

RUBICOR MEDICAL, INC.
U.S. Patent Case Summary Report

Date: December 16, 2004

<u>Case Number</u>	<u>Status</u>	<u>Application Serial Number, Patent No.</u>	<u>Title</u>
RUBI5850	Pending Filed on 6/18/2003	10/601,300	Methods and devices for cutting and collecting soft tissue
RUBI5867	Halted		Device Including Laser Positioning System for Ultrasonic Guide
RUBI5868	Halted		Device Having Interchangeable RF and Non RF Distal Tips
RUBI5869	Pending Filed on 9/4/2004	10/934,191	Short term post surgical cavity treatment devices and methods
RUBI5869P	Converted	60/500,069	Short term post surgical cavity treatment devices and methods
RUBI5870	Halted		Prostate Device
RUBI5873	Pending Filed on 7/25/2003	10/627,960	Post-biopsy cavity treatment implants and methods
RUBI5873-CIP	Pending Filed on 10/16/2003	10/688,289	Post-biopsy cavity treatment implants and methods
RUBI5890	New		Device Having Distal Tip that Minimizes Dead Space
RUBI5891	Pending Filed on 12/9/2003	10/732,670	Suction Sleeve and Interventional Devices Having Such a Suction Sleeve

RUBICOR MEDICAL, INC.
U.S. Patent Case Summary Report

Date: December 16, 2004

<u>Case Number</u>	<u>Status</u>	<u>Application Serial Number, Patent No.</u>	<u>Title</u>
RUBI5893	New		Shark Fin Shaft
RUBI5894	New		Device that Deploys Lesion Clips with Trailing Sutures
RUBI5947	Pending	10/923,511 /	Devices and methods for performing procedures on a breast
	Filed on		
	8/20/2004		

EXHIBIT C
TRADEMARKS
(Attached)

**RUBICOR MEDICAL, INC.
Trademark Case Summary Table**

Date: December 16, 2004

U.S. Case

Client Case No.	Mark Filing Date	Type First Use	Class Serial No.	Status Reg. Date Reg. No.
RUBI5865TM	ENCAPSULE EXTRA 4/23/2003	ITU	78/241,263	Abandoned Date Abandoned:
RUBI5866TM	ENCAPSULE EXCISION 4/23/2003	ITU	78/241,267	Pending
RUBI5618TM	RUBICOR 9/16/1999	ITU	010 75/802,410	Pending
RUBI5619	RUBICOR MEDICAL 9/16/1999	ITU	10 75/801,120	Abandoned Date Abandoned: 12/30/2003
RUBI5829TM	PERCAPSURE 8/28/2002	ITU	78/158,783	Abandoned Date Abandoned:
RUBI5830TM	PROCAPSURE 8/28/2002	ITU	78/159,094	Abandoned Date Abandoned:

Exhibit C

RUBICOR MEDICAL, INC.
Trademark Case Summary Table

Date: December 16, 2004

U.S. Case

Client Case No.	Mark Filing Date	Type First Use	Class Serial No.	Status Reg. Date Reg. No.
RUBI5831TM	ENCAPSURE 8/28/2002	ITU	78/159,095	Abandoned Date Abandoned:
RUBI5832T	J-LOC 8/30/2002	ITU	78/159,580	Pending
RUBI5839TM	DISCOMARK 10/16/2002	ITU	78/174,880	Abandoned Date Abandoned:
RUBI5849T	ENCAPSULE 1/9/2003	ITU	78/201,741	Pending
RUBI5864T	ENCAPSULE PRECISE 4/23/2003	ITU	78/241,249	Registered 9/21/2004 2,887,819
RUBI5864TM	ENCAPSULE PRECISE 4/23/2003	ITU	78/241,249	Registered 9/21/2004

RUBICOR MEDICAL, INC.
Trademark Case Summary Table

Date: December 16, 2004

U.S. Case

Client Case No.	Mark Filing Date	Type First Use	Class Serial No.	Status Reg. Date Reg. No.
RUBI5922T	4/29/2004	ITU	78/410,131	Pending
RUBI5938T	6/17/2004	Use	78/436,998	Pending
RUBI5948T	8/25/2004	Use	78/473,406	Pending

Surgical quality sample without the surgery

EnCapsule Xtra

ENCAPSULE STEREO