

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Novare Surgical Systems, Inc.		03/24/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Oxford Finance Corporation
Street Address:	133 NORTH FAIRFAX STREET
City:	ALEXANDRIA
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	78418321	TRUE MOVEMENT SYSTEM
Serial Number:	78418305	ENDO LINK
Serial Number:	78418285	ENDO HAND
Registration Number:	2818406	GREYHOUND
Registration Number:	2812227	CYGNET
Registration Number:	2636533	ENCLOSE
Registration Number:	2646570	ENGAGE
Registration Number:	2528553	NOVA CLIP
Registration Number:	2461248	INTRACK
Registration Number:	2417352	NOVARE
Registration Number:	2583043	N
Registration Number:	2625606	NOVARE SURGICAL SYSTEMS

**CORRESPONDENCE DATA**

OP \$315.00 78418321

Fax Number: (404)962-6771  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-885-3539  
Email: trademarks@troutmansanders.com  
Correspondent Name: Segeda T. Ranjeet, Esq.  
Address Line 1: 600 Peachtree Street  
Address Line 2: Bank of America Plaza - Suite 5200  
Address Line 4: Atlanta, GEORGIA 30308-2216

NAME OF SUBMITTER:	Segeda T. Ranjeet
Signature:	/STR/
Date:	04/04/2005

Total Attachments: 6  
source=NOVARE\_AGREE#page1.tif  
source=NOVARE\_AGREE#page2.tif  
source=NOVARE\_AGREE#page3.tif  
source=NOVARE\_AGREE#page4.tif  
source=NOVARE\_AGREE#page5.tif  
source=NOVARE\_AGREE#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is entered into as of March 24, 2005 by and between OXFORD FINANCE CORPORATION ("Secured Party") and NOVARE SURGICAL SYSTEMS, INC. ("Grantor").

### RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Master Security Agreement No. 5081082 between Secured Party and Grantor (as the same may be amended, modified or supplemented from time to time, the "Master Security Agreement") and the Promissory Notes from time to time executed by Grantor in favor of Secured Party in connection therewith (the Notes'). Secured Party is willing to make available to grantor the indebtedness evidenced by the Notes, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor evidenced by the Notes.

B. Pursuant to the terms of the Master Security Agreement, Grantor has granted to Secured Party 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 (as defined in the Master Security 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 evidenced by the Notes, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations evidenced by the Notes, 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 listed on Exhibits A, B and C), 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 Master Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Master Security Agreement and the other Debt Documents (as defined in the Master Security Agreement), 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 Master Agreement or any of the Debt 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 Master Security Agreement or any of the other Debt 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. This Agreement shall terminate upon the termination of the Master Security Agreement.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE]*


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.

Address of Grantor:

10440 Bubb Road, Suite A  
Cupertino, CA 95014

GRANTOR:

NOVARE SURGICAL SYSTEMS, INC.

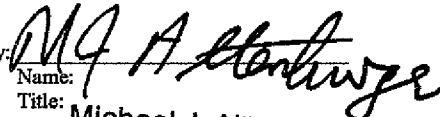
By:   
Name: Kelly  
Title: President & CEO

Address of Secured Party:

133 N. Fairfax Street  
Alexandria, Virginia 22314

SECURED PARTY:

OXFORD FINANCE CORPORATION

By:   
Name: Michael J. Altenburger  
Title: Chief Financial Officer

**EXHIBIT A**

**Copyrights**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

**EXHIBIT B****Patents**

<u>Description</u>	<u>Owner Name</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Surgical Clamp Having Replaceable Pad	Novare Surgical Systems, Inc.	6,387,112	05/14/2002
Vascular Clamps And Surgical Retractors With Directional Filaments For Tissue Engagement	Novare Surgical Systems, Inc.	6,007,552	12/28/1999
Vascular Clamps And Surgical Retractors With Directional Filaments For Tissue Engagement	Novare Surgical Systems, Inc.	6,165,186	12/26/2000
Surgical Clamp Pads With Elastomer Impregnated Mesh	Novare Surgical Systems, Inc.	6,299,621	10/09/2001
Protective Headgear	Novare Surgical Systems, Inc.	6,293,954	09/25/2001
Surgical Clamp Having Replaceable Pad	Novare Surgical Systems, Inc.	6,228,104	05/08/2001
Surgical Clamp Having Replaceable Pad	Novare Surgical Systems, Inc.	6,273,902	08/14/2001
Surgical Clam Pads Having Surface Overlay	Novare Surgical Systems, Inc.	6,719,766	04/13/2004
Clamp Having Bendable Shaft	Novare Surgical Systems, Inc.	6,544,274	04/08/2003
Anastomosis Occlusion Device	Novare Surgical Systems, Inc.	6,620,177	09/16/2003
Clamp Having Bendable Shaft	Novare Surgical Systems, Inc.	6,638,287	10/28/2003
Surgical Clip With Adjustable Biasing Force	Novare Surgical Systems, Inc.	6,802,848	10/12/2004
Anastomosis Occlusion Device	Novare Surgical Systems, Inc.	10/058577	01/28/2002
Clamp Having Bendable Shaft	Novare Surgical Systems, Inc.	6,676,676	01/13/2004
Surgical Clamp Pads With Deflecting Elements	Novare Surgical Systems, Inc.	10/104866	03/21/2002
Clamp Having Bendable Shaft	Novare Surgical Systems, Inc.	6,685,715	02/03/2004
Surgical Clamp Inserts With Micro-Tractive Surface	Novare Surgical Systems, Inc.	6,821,284	11/23/2004
Articulating Mechanism For Remote Manipulation Of A Surgical Or Diagnostic Tool	Novare Surgical Systems, Inc.	10/444769	05/23/2003
Handleless Clamping Device	Novare Surgical Systems, Inc.	10/397915	03/25/2003
Anastomosis Occlusion Device	Novare Surgical Systems, Inc.	10/639895	08/12/2003
Surgical Clamp Inserts With Hooked Traction Elements	Novare Surgical Systems, Inc.	10/664273	09/16/2003
Surgical Clamp Inserts With Hooked Traction Elements	Novare Surgical Systems, Inc.	10/861757	06/04/2004
Device And Method For Performing Multiple Anastomoses	Novare Surgical Systems, Inc.	10/735340	12/12/2003
Clamp Having Bendable Shaft	Novare Surgical Systems, Inc.	10/770897	02/2/2004
Clamp Having Bendable Shaft	Novare Surgical Systems, Inc.	10/679103	10/4/2003

Articulating Mechanism With Flex-Hinged Links	Novare Surgical Systems, Inc.	10/948911	09/24/2004
Hand-Actuated Device For Remote Manipulation Of A Grasping Tool	Novare Surgical Systems, Inc.	10/997249	11/24/2004
Link Systems And Articulation Mechanisms For Remote Manipulation Of Surgical Or Diagnostic Tools	Novare Surgical Systems, Inc.	10/928479	08/26/2004
Articulating Mechanisms And Link Systems With Torque Transmission In Remote Manipulation Of Instruments And Tools	Novare Surgical Systems, Inc.	10/997,372	11/23/2004
Articulating Sheath For Flexible Instruments	Novare Surgical Systems, Inc.	10/997245	11/23/2004
Articulating Mechanism Components And System For Easy Assembly And Disassembly	Novare Surgical Systems, Inc.	60/630912	11/24/2004
Articulating Mechanisms With Joint Assembly And Manual Handle For Remote Manipulation Of Instruments And Tools	Novare Surgical Systems, Inc.	PENDING	01/31/2005
Vascular Clamps And Surgical Retractors With Directional Filaments For Tissue Engagement	Novare Surgical Systems, Inc.	6312445	11/6/2001
Vascular Clamps And Surgical Retractors With Directional Filaments For Tissue Engagement	Novare Surgical Systems, Inc.	6461368	10/8/2002
Surgical Clamp Having Replaceable Pad	Novare Surgical Systems, Inc.	6558408	5/6/2003
Surgical Clamp Having Replaceable Pad	Novare Surgical Systems, Inc.	6530942	3/11/2003
Surgical Clamp Having Replaceable Pad	Novare Surgical Systems, Inc.	6692514	2/17/2004

**EXHIBIT C**

**Trademarks**

<u>Mark</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>	<u>Status</u>
TRUE MOVEMENT SYSTEM	78/418321	05/13/2004	Pending
ENDO LINK	78/418305	05/13/2004	Pending
ENDO HAND	78/418285	05/13/2004	Pending
GREYHOUND	2818406	02/24/2004	Registered
CYGNET	2812227	02/10/2004	Registered
ARTISANS	76/170380	11/22/2000	Abandoned
ENCLOSE	2636533	10/15/2002	Registered
ENGAGE	2646570	11/05/2002	Registered
NOVACLIP	2528553	01/08/2002	Registered
NEOCLIP	76/017647	04/04/2000	Abandoned
INTRACK	2461248	06/19/2001	Registered
NOVARE	2417352	01/02/2001	Registered
N (Stylized Letters)	2583043	06/18/2002	Registered
T.O.M.	75/789944	09/01/1999	Abandoned
NOVARE SURGICAL SYSTEMS	2625606	09/24/2002	Registered