

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cardima, Inc.		05/23/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Agility Capital, LLC
Street Address:	226 E. Canon Perdido Street, Suite F
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2163922	C CARDIMA
Registration Number:	2219436	VUEPORT
Registration Number:	2257539	NAVIPOINT
Registration Number:	2448063	EP SELECT
Registration Number:	2536925	REVELATION
Registration Number:	2678410	INTELLITEMP
Registration Number:	2806629	PATHFINDER
Registration Number:	2919209	NAVABLATOR
Serial Number:	76236378	REVELATION HELIX
Serial Number:	78419932	ITEMP
Serial Number:	78494919	ACORE
Serial Number:	78494925	HEARTCORE

CORRESPONDENCE DATA

CH \$315.00 2163922

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: Cooley Godward LLP, 5 Palo Alto Square
Address Line 2: 3000 El Camino Real
Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	05/23/2005

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 23, 2005 by and between AGILITY CAPITAL, LLC ("Lender") and CARDIMA, INC., a Delaware corporation ("Grantor").

RECITALS

Lender 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 Loan Agreement by and between Lender and Grantor (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

47266 Benicia Street
Fremont, CA 94538-7330
Attn: Barry Michaels, Chief Financial Officer

CARDIMA, INC.

By: 

Title: President & COO

Address of Lender:

226 E. Canon Perdido Street, Suite F
Santa Barbara, CA 93101

AGILITY CAPITAL, LLC

By: 

Title: Chief Credit Officer

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
NONE		

EXHIBIT B

Patents

<u>TITLE</u>	<u>SERIAL/ PATENT NO.</u>	<u>APPLICATION/ ISSUE DATE</u>
INTRAVASCULAR SENSING DEVICE	5509411	04/23/1996
METHOD AND SYSTEM FOR USING MULTIPLE INTRAVASCULAR SENSING DEVICES TO DETECT ELECTRICAL ACTIVITY	5706809	01/13/1998
INTRAVASCULAR METHOD AND SYSTEM FOR TREATING ARRHYTHMIA	5645082	07/08/1997
CATHETER WITH DEFLECTABLE DISTAL SECTION	5882333	03/16/1999
SHEATHED MULTIPOLAR CATHETER AND MULTIPOLAR GUIDEWIRE FOR SENSING CARDIAC ELECTRICAL ACTIVITY	5549109	08/27/1996
HIGH RESOLUTION INTRAVASCULAR SIGNAL DETECTION	5699796	12/23/1997
OVER-THE-WIRE EP CATHETER	5782760	07/21/1998
INTRAVASCULAR SYSTEM FOR TREATING ARRHYTHMIA	5685322	11/11/1997
HIGH RESOLUTION INTRAVASCULAR SIGNAL DETECTION	5957842	09/28/1999
INTRAVASCULAR RF OCCLUSION CATHETER	6120499	09/19/2000
LINEAR ABLATION ASSEMBLY	5863291	01/26/1999
INTRAVASCULAR SENSING DEVICE	5682885	11/04/1997
LINEAR ABLATION DEVICE AND ASSEMBLY	6063077	05/16/2000
INTRAVASCULAR METHOD AND SYSTEM FOR TREATING ARRHYTHMIA	5881732	03/16/1999
INTRALUMINAL DELIVERY OF TISSUE LYSING MEDIUM	5766152	06/16/1998
INTRAVASCULAR SENSING DEVICE	6141576	10/31/2000
HIGH RESOLUTION INTRAVASCULAR SIGNAL DETECTION	5711298	01/27/1998
OVER-THE-WIRE EP CATHETER	5895355	04/20/1999
GUIDING CATHETER FOR THE CORONARY SINUS	5775327	07/07/1998
A METHOD OF TREATING USING AN OVER-THE- WIRE EP CATHETER	6002956	12/04/1999

<u>TITLE</u>	<u>SERIAL/ PATENT NO.</u>	<u>APPLICATION/ ISSUE DATE</u>
INTRAVASCULAR SENSING DEVICE	5967978	10/19/1999
INTRAVASCULAR METHOD AND DEVICE FOR OCCLUDING A BODY LUMEN	5960796	10/05/1999
PROTECTED PIN CONNECTOR FOR AN ELECTROPHYSIOLOGY CATHETER	6167291	12/26/2000
EP CATHETER	6251107	06/26/2001
LINEAR ABLATION ASSEMBLY	6302880	10/16/2001
SURGICAL ABLATION TOOL	6332881	12/25/2001
ELECTROPHYSIOLOGICAL DEVICE FOR THE ISTHMUS	6746446	06/08/2004
LINEAR ABLATION ASSEMBLY	6814732	11/09/2004
INTRALUMINAL DELIVERY OF TISSUE LYSING MEDIUM	6113584	09/05/2000
METHOD AND SYSTEM FOR USING MULTIPLE INTRAVASCULAR SENSING DEVICES TO DETECT ELECTRICAL ACTIVITY	6088610	07/11/2000
GUIDING CATHETER FOR THE CORONARY SINUS	6021340	02/01/2000
HIGH RESOLUTION INTRAVASCULAR SIGNAL DETECTION	5645064	07/08/1997
HELICALLY SHAPED ELECTROPHYSIOLOGY CATHETER	09/847181	05/01/2001
TI-CHANNNEL RF ENERGY DELIVERY WITH COAGULUM REDUCTION	10/333113	01/14/2003
SYSTEM AND METHOD FOR MULTI-CHANNEL RF ENERGY DELIVERY WITH COAGULUM REDUCTION	10/846260	05/14/2004
LINEAR ABLATION ASSEMBLY	10/980699	11/03/2004
HELICALLY SHAPED ELECTROPHYSIOLOGY CATHETER	09/901856	07/09/2001
LINEAR ABLATION ASSEMBLY	10/909668	08/02/2004

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
REVELATION HELIX	76/236378	04/06/2001
ITEMP	78/419932	05/17/2004
ACORE	78/494919	10/05/2004
HEARTCORE	78/494925	10/05/2004
C CARDIMA	2163922	06/09/1998
VUEPORT	2219436	01/19/1999
NAVIPORT	2257539	06/29/1999
EP SELECT	2448063	05/01/2001
REVELATION	2536925	02/05/2002
INTELLITEMP	2678410	01/21/2003
PATHFINDER	2806629	01/20/2004
NAVABLATOR	2919209	01/18/2005