3 3 5 0	13-2005
(Rev. 03/01) RECC OMB No. 0651-0027 (exp. 5/31/2002)	U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents are	3002735 ▼ ▼ ▼ ▼
Name of conveying party(ies):     Silicon Valley Bank	Name and address of receiving party(ies)     Name: Ischemia Technologies, Inc.     Internal
Individual(s) Association  General Partnership Limited Partnership  Corporation-State  Other Bank  Additional name(s) of conveying party(ies) attached? Yes ✓ No  3. Nature of conveyance:  Assignment Merger  Security Agreement Change of Name  Other Release of Security Interest  Execution Date: 3/16/05	Address:  Street Address: 4600 W. 60th Avenue  City: Arvada State: CO Zip: 80003  Individual(s) citizenship  Association  General Partnership  Limited Partnership  Corporation-State  Delaware  Other  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) Additional name(s) & address(es) attached? Yes No
4. Application number(s) or registration number(s):  A. Trademark Application No.(s) 78/091,236	B. Trademark Registration No.(s) 2,595,669; 2,717,822; 2,610,515; 2,725,038; 2,803,513
Additional number(s) at	tached Yes V No
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Chivonne Cassar, Attorney	6. Total number of applications and registrations involved:
Internal Address: Paul, Hastings, Janofsky & Walker LLP	7. Total fee (37 CFR 3.41)\$_165.00  Final Enclosed  Authorized to be charged to deposit account
Street Address: 1055 Washington Boulevard	8. Deposit account number:
City: Stamford State: CT Zip:06901	THIS SDACE
9. Signature.	THIO STACE
	April 22, 2005  gnature  er sheet, attachments, and document:  4
Mail documents to be recorded with	required cover sheet information to: rademarks, Box Assignments

01 FC:8521 02 FC:8522

40.00 OP 125.00 OP

**TRADEMARK** REEL: 003160 FRAME: 0961

## NOTICE OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this \_/6 th\_ day of March 2005 (the "Release Date") by Silicon Valley Bank (the "Lender") for the benefit of Ischemia Technologies, Inc., a Delaware corporation with its principal place of business at 4600 W. 60th Avenue, Arvada, Colorado 80003 (the "Grantor").

WHEREAS, the Grantor has entered into a Loan and Security Agreement dated as of April 10, 2003 with the Lender (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, to secure payment and performance in full of its obligations under the Loan Agreement, the Grantor entered into an Intellectual Property Security Agreement, dated as of April 10, 2003 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "IP Security Agreement"), pursuant to which the Grantor granted to the Lender security interests and liens in and to certain assets of the Grantor, including but not limited to all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the "Trademarks");

WHEREAS, the Lender has filed notices of security interests in the Trademarks with the United States Patent and Trademark Office ("<u>USPTO</u>") at Reel 2722 and Frame 0984 on April 29, 2003; and

WHEREAS, the Grantor has paid all outstanding amounts currently owing under the Loan Agreement and the security agreements and other financing documents executed in connection therewith and has requested that the Lender release its security interest in the Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Lender hereby irrevocably and forever terminates, releases, re-assigns and discharges any and all security interests in the Trademarks granted by the Grantor under the IP Security Agreement.

TRADEMARK
REEL: 003160 FRAME: 0962

- 2. <u>Recordation of Release</u>. The Lender understands and agrees that this Release may be recorded by or for the Grantor with the USPTO and any other similar office or agency throughout the world.
- 3. <u>Further Actions</u>. The Lender further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, <u>provided that</u> all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.
- 4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement.
- 5. <u>Choice of Law</u>. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles.

IN WITNESS WHEREOF, the Lender has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

Ву:	UL 21		_ SILICON VALLEY BANK
	Chris Ennis Relationship	Manage	_

STATE OF Colorado )
COUNTY OF Production s

RECORDED: 05/05/2005

My Commission Expires 3/25/2008

On this day of day of 2005, before me personally appeared with the form to me known who, being by me duly sworn, declared that such person is the known that being duly authorized such person did execute the foregoing instrument; that being duly authorized such person did execute the foregoing instrument on behalf of the bank therein named; and that the foregoing constitutes the free act and deed of said corporation.

Notary Public

My commission expires;