

2/2/06

02-06-2006

FORM PTO-1594  
(Rev. 07/05) **REC**  
OMB No. 0651-0027 (exp. 06/30/2008)



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

103172881

To the Director of the U.S. Patent and Trademark Office, please refer to the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Silicon Valley Bank  
3003 Tasman Dr HF-154  
Santa Clara, CA 95054

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Delaware  
 Other

Additional name(s) of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies):**  
Additional name(s) of conveying parties attached?  Yes  No

Name: **Animas Corporation**  
Internal Address  
Street Address: **200 Lawrence Drive**  
City **West Chester**  
State **PA**  
Country  
Zip **19380**

Association Citizenship  
 General Partnership Citizenship  
 Limited Partnership Citizenship  
 Corporation Citizenship  
 Other 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)

OFFICE OF THE  
COMPTROLLER  
FINANCE SERVICE

**3. Nature of conveyance/ Execution Date(s):**  
Execution Date(s): 12/12/05

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other **Release**

**4. Application number(s) or registration number(s) and identification or description of the Trademark:**

A. Trademark Application No.(s) <b>76/283,983</b> <b>76/284,243</b>	B. Trademark Registration No.(s) <b>2,532,175</b>

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
 Yes  No

**5. Name and address of party to whom correspondence concerning document should be mailed:**

Name: **Silicon Valley Bank**  
Internal Address: **Loan Collateral HF154**  
Street Address: **3003 Tasman Dr.**  
City: **Santa Clara** State: **CA** ZIP: **95054**  
Phone Number: **(408) 654-4042**  
Fax Number: **(408) 654-6313**  
Email Address: **ldc@svbank.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 Digits: **00000077 76283983**  
Exp. Date: **01/05-02/06**  
**02 FC:0522**  
b. Deposit Account Number  
Authorized User Name

40.00 OP  
50.00 OP

**9. Signature.** Lana Lowe Signature                      12/13/05 Date  
Lana Lowe Name of Person Signing  
Total number of pages including cover sheet, attachments, and document: **9**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

**TRADEMARK**  
**REEL: 003296 FRAME: 0290**

**RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Animas Corporation and Animas Diabetes Care, LLC.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, **November 4, 2002** executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on **November 18, 2002** Reel **002707**, Frame **0500**.

Dated: **December 12, 2005**

SILICON VALLEY BANK

By: Maribel Higuera  
Name: Maribel Higuera  
Title: Operations Supervisor

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the November 4, 2002 by and between SILICON VALLEY BANK ("Bank") and ANIMAS CORPORATION and ANIMAS DIABETES CARE, LLC (collectively, the "Grantors").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in certain Intellectual Property, including, without limitation, Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Bank a security interest in all of each Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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, provided that Bank shall not have a lien on any Grantor's Joint Venture Intellectual Property.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers or members, as the case may be, thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantor:

590 Lancaster Avenue  
Frazer, Pennsylvania 19335  
Attn: Richard A Baron

ANIMAS CORPORATION


By: 

Title: V.P. Finance

Address of Grantor:

590 Lancaster Avenue  
Frazer, Pennsylvania 19335  
Attn: Richard A Baron

ANIMAS DIABETES CARE, LLC

By: 

Title: V.P. Finance

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers or members, as the case may be, thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantor:

ANIMAS CORPORATION

590 Lancaster Avenue  
Frazer, Pennsylvania 19335  
Attn: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Grantor:

ANIMAS DIABETES CARE, LLC

590 Lancaster Avenue  
Frazer, Pennsylvania 19335  
Attn: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

BANK:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: Elizabeth A. Harper

Title: Senior Vice President

Attn: \_\_\_\_\_

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

**ANIMAS CORPORATION**

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
<b>IMPLANTABLE SENSOR AND SYSTEM FOR MEASUREMENT AND CONTROL OF BLOOD CONSTITUENT LEVELS</b>							
CANADA	PH-209726.0010	CEQ	7/8/1996	2226012			PENDING
EUROPEAN PATENT	PH-209726.0011	CEQ	7/8/1996	96923706.4			PENDING
ISRAEL	PH-209726.0012	CEQ	7/8/1996	122747	3/7/2001	122747	ISSUED
JAPAN	PH-209726.0013	CEQ	7/8/1996	9-505323			PENDING
UNITED STATES	PH-209726.0002	NEW	7/6/1995	08/500,388	11/30/1999	5,995,860	ISSUED ✓
UNITED STATES	PH-209726.0015	CIP	7/8/1996	08/981,860	9/19/2000	6,122,536	ISSUED ✓
WIPO	PH-209726.0014	CEQ	7/8/1996	PCT/US96/11435			NAT PHASE

**IMPLANTABLE SENSOR AND SYSTEM FOR IN VIVO MEASUREMENT AND OF CONTROL OF FLUID CONSTITUENT LEVELS**

CANADA	PH-209726.0016	DCA	7/8/1997	2259254			PENDING
EUROPEAN PATENT	PH-209726.0017	DCA	7/8/1997	97932530.5			PENDING
HONG KONG	PH-209726.0025	DCA	12/21/1999	99106000.7			PUBLISHED
ISRAEL	PH-209726.0018	DCA	7/8/1997	127213			PENDING
JAPAN	PH-209726.0019	DCA	7/8/1997	HE110-505318			PENDING
UNITED STATES	PH-209726.0003	CON	7/8/1997	09/054,806	4/11/2000	6,049,727	ISSUED ✓
WIPO	PH-209726.0020	CEQ	7/8/1997	PCT/US97/11832			NAT PHASE

**INFUSION PUMP WITH A SEALED DRIVE MECHANISM AND IMPROVED METHOD OF OCCLUSION DETECTION**

UNITED STATES	PH-209726.0005	NEW	6/18/1999	09/335,999	7/23/2002	6,423,035	ISSUED ✓
UNITED STATES	PH-209726.0037	DIV	5/7/2002	10/140,633			PENDING ✕

**INFUSION PUMP SYRINGE**

UNITED STATES	PH-209726.0023	NEW	7/5/2000	09/610,622			PENDING ✕
WIPO	PH-209726.0027	CEQ	6/8/2001	PCT/US01/18673			PENDING

**LOW PROFILE INFUSION SET**

UNITED STATES	PH-209726.0022	NEW	7/25/2000	09/625,245			PENDING ✕
WIPO	PH-209726.0026	CEQ	6/8/2001	PCT/US01/40896			PENDING

**TRANSCUTANEOUS INSERTER FOR LOW PROFILE INFUSION SETS**

UNITED STATES	PH-209726.0034	FCA	12/18/2001	10/024,894			PENDING ✓
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**SYSTEM AND METHOD FOR MANAGING DIABETES**

CANADA	PH-209726.0042	CEQ	6/21/2002	2391174			PENDING ✕
UNITED STATES	PH-209726.0041	FCA	6/19/2002	10/176,390			PENDING ✕

EXHIBIT C

Trademarks

**ANIMAS CORPORATION**

Trademark Report by Mark

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>ANIMAS</b>							
UNITED STATES	PH-209726.0033	7/16/2001	76/284,820	1/22/2002	2,532,175	REGISTERED ✓	42,10
<b>EZ MANAGER</b>							
UNITED STATES	PH-209726.0031	7/12/2001	76/283,983	PENDING	16,09	✓	
<b>EZ SET</b>							
UNITED STATES	PH-209726.0030	7/12/2001	76/284,243	PENDING	10	✓	