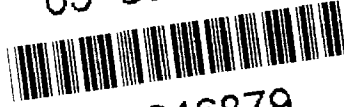


RECORDED

05-30-2006



To the Director of the U.S. Patent and Trademark Office

103246879

... attached documents or the new address(es) below.

1. Name of conveying party(ies):  
Sensys Medical, Inc

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

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

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

Execution Date(s): 3/10/2006

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

2. Name and address of receiving party(ies):

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

Name: **SILICON VALLEY BANK**  
 Internal Address HF 154  
 Street Address: **3003 TASMAN DRIVE**  
 City **SANTA CLARA**  
 State **CA**  
 Country **USA**  
 Zip **95054**

- 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)

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

A. Trademark Application No.(s)  
78/135,537

B. Trademark Registration No.(s)

78/135,552

78/148,562

78/135,662

78/556,081

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached?  Yes  No

"See attached"

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: 5

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers  
Expiration Date
- b. Deposit Account Number  
Authorized User Name

9. Signature. Manibel Higareda  
Signature

01/22/06  
Date

Manibel Higareda c/o Shannon Hubbard  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

OFFICE OF PUBLIC RECORDS  
 2007 MAR 25 PM 2: 58  
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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 10, 2006 by and between SILICON VALLEY BANK ("Bank"), and SENSYS MEDICAL, INC., a Delaware corporation ("Grantor").

## RECITALS

A. Bank 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 and Security Agreement by and between Bank and Grantor 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).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks 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 Bank under the Loan Agreement. 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 a Lender, 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 in which Grantor has an interest.

**[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.

Address of Grantor:  
2470 West Chandler Blvd  
Chandler, AZ 85226

GRANTOR

SENSYS MEDICAL, INC., a Delaware corporation

By: *Robert E. Curry*  
Title: President & CEO

Address of Bank:  
3003 Tasman Drive  
Santa Clara, CA 95054

BANK:

SILICON VALLEY BANK

By: *Tim P. Ward*  
Title: VICE PRESIDENT

EXHIBIT A  
Copyrights

Description

Registration  
Number

Registration  
Date

EXHIBIT B  
Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

A System for the Noninvasive Estimation of Relative Age	6,501,982	12/31/2002		
Classification and Characterization of Tissue Through Features Related to Adipose Tissue	6,587,702	7/1/2003		
Fiber Optic Probe and Placement Guide	6,415,167	7/2/2002		
A Multi-Tier Method of Developing Localized Calibration Models for Non-Invasive Blood Analyte Prediction	6,512,937	1/28/2003		
Targeted Interference Subtraction Applied to Near-Infrared Measurement of Analytes	6,697,654	2/24/2004		
Apparatus and Method for Quantification of Tissue Hydration Using Diffuse Reflectance Spectroscopy	6,675,029	1/6/2004		
A Method for Quantification of Stratum Corneum Hydration Using Diffuse Reflectance Spectroscopy	6,442,408	8/27/2002		
A Method for Quantification of Stratum Corneum Hydration Using Diffuse Reflectance Spectroscopy	6,668,181	12/23/2003		
Classification and Screening of Test Subjects According to Optical Thickness of Skin	6,738,652	5/18/2004		
Use of Targeted Glycemic Profiles in the Calibration of a Noninvasive Blood Glucose Monitor	6,487,429	11/26/2002		
Led Light Source-Based Instrument For Non-Invasive Blood Analyte Determination	6,816,241	11/9/2004		
Method and Apparatus for Minimizing Spectral Effects Attributable to Tissue State Variations During Nir-Based Non-Invasive Blood Analyte Determination	6,640,117	10/28/2003		
Method and Apparatus for Minimizing Spectral Interference Due to Within and Between Sample Variations During In-Situ Spectral Sampling of Tissue	6,839,584	1/4/2005		
Non-Invasive Measurement of Glucose Through the Optical Properties of Tissue	6,990,364	1/24/2006		
Intelligent System for Detecting Errors and Determining Failure Modes in Noninvasive Measurement of Blood and Tissue Analytes	6,788,965	9/7/2004		
Non-Invasive Near Infrared Measurement of Blood Analyte Concentrations	4,882,492	11/21/1989		
Automatic Process For Sample Selection During Multivariate Calibration	6,876,931	4/5/2005		
Spectroscopic System and Method Using a Ceramic Optical Reference	6,956,649	10/18/2005		
Method and Apparatus Using Alternative Site Glucose Determinations to Calibrate and Maintain Noninvasive and Implantable Analyzers	6,998,247	2/14/2006		
Measurement Site Dependent Data Preprocessing Method for Robust Calibration and Prediction	7,010,336	3/7/2006		

Title	Patent #	Grant Date
Method & Apparatus for Multi-Spectral Analysis in Noninvasive NIR Spectroscopy	5,747,806	5/5/1998
Method & Apparatus for Multi-Spectral Analysis in Noninvasive NIR Spectroscopy	5,945,676	8/31/1999
Method and Apparatus for Generating Basis Sets for Use in Spectroscopic Analysis	6,115,673	9/5/2000
Combinative Multivariate Calibration That Enhances Prediction Ability Through Removal Of Over-Modeled Regions	6,871,169	3/22/2005
Positive Correlation Filter Systems and Methods of Use Thereof	5,750,994	5/12/1998
Method and Apparatus for Multi-Spectral Analysis in Noninvasive Infrared Spectroscopy	6,040,578	3/21/2000
Method and Apparatus for Multi-Spectral Analysis of Organic Blood Analytes in Noninvasive Infrared Spectroscopy	6,236,047	5/22/2001
An Intelligent System for Noninvasive Blood Analyte Prediction	6,280,381	8/28/2001
Intra-Serum and Intra-Gel for Modeling Human Skin Tissue	6,475,800	1/15/2002
Intra-Serum and Intra-Gel for Modeling Human Skin Tissue	6,777,240	8/17/2004
A Multi-Tier Method of Classifying Sample Spectra for Non-Invasive Blood Analyte Prediction	6,512,936	1/28/2003
Oscillating Mechanism Drive Monochromator	6,587,196	7/1/2003
Non-Invasive IN VIVO Tissue Classification Using Near-Infrared Measurements	6,405,065	6/11/2002
Apparatus and Method for Reproducibly Modifying Localized Absorption and Scattering Coefficients at a Tissue Measurement Site During Optical Sampling	6,534,012	3/18/2003
Fiber Optic Illumination And Detection Patterns, Shapes, And Locations For Use In Spectroscopic Analysis	6,411,373	6/25/2002
Embedded Data Acquisition and Control System for Noninvasive Glucose Prediction Instrument	6,587,199	7/1/2003
A Non-Invasive Method of Determining Skin Thickness and Characterizing Layers of Skin Tissue in Vivo	6,456,870	9/24/2002
A Non-Invasive Method of Determining Skin Thickness and Characterizing Layers of Skin Tissue in Vivo	6,671,542	12/30/2003
A Method of Characterizing Spectrometer Instruments and Providing Calibration Models to Compensate for Instrument Variation	6,864,978	3/8/2005
Classification System for Sex Determination and Tissue Characterization	6,493,566	12/10/2002

TRADEMARK

REEL: 003346 FRAME: 0521



EXHIBIT C  
Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

See attached

**Exhibit C**  
**4 Trademarks 4**

Trademarks For Client/Division: Sensys Medical, Inc.  
 Date of Report: 12/6/2005

Docket No.	Country	Type	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
IMET0014TM2	USA	Z	Inactive	10/22/2001	78/089,499	IN 009 IN 010			
Owner: IM" (Stylized Design) Agent: light-source and electromagnetic detection unit;									
IMET0015TM	USA	Z	Inactive	6/2/1997	75/301,352	IN 009 IN 010			
Attorney: MAG Mark: FREEDOM METER light-source and electromagnetic detection unit; signal processing software for use with blood analyte m									
IMET0079T-EP	CTM		Filed	1/10/2003	003003639	IN 009 IN 010 IN 042			
Attorney: MAG Mark: GTS for noninvasive determination of analyte									
IMET0079T-JP	JAPA	AZ	Registered	1/9/2003	2003-000,922	8/13/2004	4,793,623	8/13/2014	8/13/2014
Attorney: MAG Mark: GTS Goods:Optical measurement equipment									
IMET0079TM	USA	Z	Filed	6/13/2002	78/135,537	IN 009 IN 010 IN 042			
Attorney: MAG Mark: GTS for noninvasive determination of analyte									
IMET0013TM	USA	Z	Inactive	6/2/1997	75/301,353	IN 009 IN 010			
Attorney: MAG Mark: IM light-source and electromagnetic detection unit; signal processing software for use with blood analyte m									
IMET0013TM2	USA	Z	Inactive	2/13/2002	78/108,652	IN 009 IN 042	010		
Attorney: MAG Mark: IM source and electromagnetic detection unit;									
IMET0014TM	USA		Inactive	6/2/1997	75/301,354	IN 042			
Attorney: MAG Mark: IM (and design) Goods:noninvasive blood analyte measurement device									
IMET0012TM	USA	Z	Inactive	6/2/1997	75/301,355	IN 009			
Attorney: MAG Mark: INSTRUMENTATION METRICS use in connection with equipment and apparatus									

Exhibit C  
"Trademarks"

Trademarks For Client/Division: Sensys Medical, Inc.  
Date of Report: 12/6/2005

Docket No.	Ctry	Types	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
IMET0016TMM	USA	Z	Inactive	3/2/2000	76/003,761				
Attorney:MAG Mark: INTERGEL Goods:									
IMET0016TMM	USA		Inactive	5/2/2000	78/006,486				
Attorney:MAG Mark: INTERLIPID Goods: A Near-IR diffuse relectance based tissue phantom with absorption and reduced scattering coefficients									
IMET0016TMAU	ASTL	LZ	Inactive	9/21/2000	851186				
Attorney:MAG Mark: INTERLIPID Goods: A Near-IR diffuse relectance based tissue phantom with absorption and reduced scattering coefficients									
IMET0016TMCB	CANA	AZ	Inactive	9/21/2000	1,074,733				
Attorney:MAG Mark: INTERLIPID Goods: A Near-IR diffuse relectance based tissue phantom with absorption and reduced scattering coefficients									
IMET0016TMEF	EURO	OZ	Inactive	10/12/2000	001903046				
Attorney:MAG Mark: INTERLIPID Goods: A Near-IR diffuse relectance based tissue phantom with absorption and reduced scattering coefficients									
IMET0016TMIL	ISRA	AZ	Inactive		XXXX				
Attorney:MAG Mark: INTERLIPID Goods: A Near-IR diffuse relectance based tissue phantom with absorption and reduced scattering coefficients									
IMET0016TMJP	JAPA	AZ	Inactive	11/1/2000	2000-118705				
Attorney:MAG Mark: INTERLIPID Goods: A Near-IR diffuse relectance based tissue phantom with absorption and reduced scattering coefficients									
IMET0016TMMX	MEXI	IZ	Inactive		XXXX				
Attorney:MAG Mark: INTERLIPID Goods: A Near-IR diffuse relectance based tissue phantom with absorption and reduced scattering coefficients									
IMET0016TMSK	KORS	SZ	Inactive	9/27/2000	2000-0045360				
Attorney:MAG Mark: INTERLIPID Goods: A Near-IR diffuse relectance based tissue phantom with absorption and reduced scattering coefficients									

Mark: INTERLIPID  
absorption and reduced scattering coefficients

*Exhibit C*  
*"Trademarks"*

Goods: A Near-IR diffuse reflectance based tissue phantom with

*Exhibit 2  
"Trademarks"*

Trademarks For Client/Division: Sensys Medical, Inc.  
Date of Report: 12/6/2005

Docket No.	City	Types	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
IMET0016TMSW	SWIT	TZ	Inactive	10/19/2000	12544/2000				
Attorney: MAG Owner: SCHO Agent: AGENT: SCHO Goods: A Near-IR diffuse reflectance based tissue phantom with absorption and reduced scattering coefficients									
IMET0016TMTW	TAIW	WZ	Inactive	9/27/2000	78/006,486				
Attorney: MAG Owner: WZ Agent: TJC Goods: A Near-IR diffuse reflectance based tissue phantom with absorption and reduced scattering coefficients									
IMET0018TMM	USA	Z	Inactive	11/2/1999	75/839,482				
Attorney: MAG Owner: Z Agent: PHILLIPS Goods: Basis set components and scattering elements in an aqueous matrix; the basis set components consist of									
IMET0018TMAU	ASTL	LZ	Registered	5/1/2000	833604				
Attorney: MAG Owner: LZ Agent: PHILLIPS Goods: Basis set components and scattering elements in an aqueous matrix; the basis set components consist of									
IMET0018TMC	CANA	AZ	Inactive	4/28/2000	1056102				
Attorney: MAG Owner: AZ Agent: PSMI Goods: Basis set components and scattering elements in an aqueous matrix; the basis set components consist of									
IMET0018TMEP	CTM	Z	Inactive	5/2/2000	1634104.4				
Attorney: MAG Owner: Z Agent: AGENT: SCHO Goods: Basis set components and scattering elements in an aqueous matrix; the basis set components consist of									
IMET0080T-EP	CTM		Registered	1/13/2003	003003225				
Attorney: CP Owner: SCHO Agent: AGENT: SCHO Goods: Medical diagnostic and monitoring apparatus; software for use in									
IMET0080T-EP2	CTM		Filed	5/17/2005	004441028				
Attorney: CP Owner: SENS Agent: AGENT: SCHO Goods: Optical medical equipment for medical purposes only, including electronic equipment for non-invasive									
IMET0080T-JP	JAPA	AZ	Registered	1/9/2003	2003-000,924				
Registered 1/9/2003 4/9/2004 4,763,496 4/9/2014 4/9/2014									

*Exhibit C*  
*"Trademarks"*

Attorney: CP      Owner: SENS      Agent: SAWA      Class & Type: IN 009 IN 010 IN 042mark: SENSYS  
Goods: Optical measurement equipment, software for use in connection with equipment and apparatus

*Exhibit C*  
*"Trademarks"*

Trademarks For Client/Division: Sensys Medical, Inc.  
 Date of Report: 12/6/2005

Docket No.	Country	Types	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
IMET0080TM	USA	Z	Filed	6/13/2002	78/135,552				
Attorney: CP Mark: SENSYS amendment) Goods: Optical measurement equipment (deleted per supplemental									
IMET0082T	USA	Z	Filed	7/29/2002	78/148,562				
Attorney: MAG Mark: SENSYS amendment) Goods: Optical measurement equipment (deleted per supplemental									
IMET0082T-EP	CTM	Z	Filed	1/27/2003	003023710				
Attorney: MAG Mark: SENSYS amendment) Goods: Optical measurement equipment									
IMET0082T-JP	JAPA	A	Registered	1/21/2003	2003-003,290	3/26/2004	4,759,732	3/26/2014	3/26/2014
Attorney: MAG Mark: SENSYS connection with equipment and apparatus Goods: Optical measurement equipment, software for use in									
IMET0081T-EP	CTM		Filed	1/13/2003	003003233				
Attorney: MAG Mark: SENSYS amendment) Goods: Optical measurement equipment									
IMET0081T-JP	JAPA	AZ	Registered	1/9/2003	2003-000,926	4/16/2004	4,764,460	4/16/2014	4/16/2014
Attorney: CP Mark: SENSYS connection with medical equipment and apparatus Goods: Optical measurement equipment; software for use in									
IMET0081TM	USA	Z	Filed	6/13/2002	78/135,662				
Attorney: MAG Mark: SENSYS amendment) Goods: Optical measurement equipment, namely electronic equipment									
SENS0057T	USA	Z	Filed	1/28/2005	78/556,081				
Attorney: MAG Mark: SENSYS amendment) Goods: Optical measurement equipment, namely electronic equipment									
SENS0057T-EP	EURO	OZ	Filed	7/11/2005	004535531				
Attorney: MAG Mark: SENSYS amendment) Goods: Optical measurement equipment, namely electronic equipment									

*Exhibit C*  
*"Trademarks"*

Trademarks For Client/Division: Sensys Medical, Inc.  
 Date of Report: 12/6/2005

Docket No.	Ctry	Types	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
IMET0046TSCH	USA		Inactive						
Attorney: MAG									
Mark: Trademark Searches									
IMET0086T	USA	Z	Inactive	12/4/2002	78/191,275				
Attorney: MAG									
Mark: GRP									
IMET0083TM	USA	Z	Inactive						
Attorney: MAG									
Mark: SM and SMI									
Agent: ACIP									
Class & Type:									
Goods: Optical measurement equipment									