

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tensys Medical, Inc.		11/10/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mallinckrodt		
<b>Street Address:</b>	15 Hampshire Street		
<b>Internal Address:</b>	c/o Tyco Healthcare Group LP		
<b>City:</b>	Mansfield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02048		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2742753	T-LINE	
Registration Number:	2791748	TENSYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-7050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-951-2150		
<b>Email:</b>	ronald.duvernay@ropesgray.com		
<b>Correspondent Name:</b>	Gregory S. Fine, Esq.		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 2:</b>	Ropes & Gray LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-2624		
<b>ATTORNEY DOCKET NUMBER:</b>	THGA-032		
<b>NAME OF SUBMITTER:</b>	Gregory S. Fine, Esq.		

CH \$65.00 2742753

Signature:

/g fine/

Date:

11/13/2006

**Total Attachments: 7**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated November \_\_, 2006 is made by TENSYS MEDICAL, INC., a Delaware corporation (the "*Company*") in favor of MALLINCKRODT INC., a New York corporation (the "*Lender*"). Capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Security Agreement (as defined below).

WHEREAS, the Company has entered into a Securities Purchase Agreement, dated August 1, 2006 (as amended and in effect from time to time, the "*Prior Purchase Agreement*"), with the Lender, pursuant to which the Lender, subject to the terms and conditions contained therein, purchased a Senior Secured Convertible Promissory Note for a purchase price of \$2,770,000.80, dated as of August 1, 2006 (the "*First Note*") and as amended and restated as of the date hereof (as further amended and in effect from time to time, the "*Restated First Note*") issued by the Company in favor of the Lender; and

WHEREAS, it was a condition precedent to the Lender purchasing the First Note and making any loans to the Company under the Prior Purchase Agreement that the Company execute and deliver to the Lender, *inter alia*, the Security Agreement and the Trademark Security Agreement, each by and between the Company and the Lender, dated as of August 1, 2006 (the "*Prior Security Agreement*" and the "*Prior Trademark Security Agreement*," respectively);

WHEREAS, the Company and the Lender believe that it is in the best interest of the Company to amend and restate the Prior Purchase Agreement by entering into an Amended and Restated Securities Purchase Agreement, dated as of the date hereof (as amended and in effect from time to time, the "*Purchase Agreement*"), pursuant to which Purchaser shall purchase a second senior secured convertible promissory note (as amended and in effect from time to time, the "*Second Note*" and together with the Restated First Note and any other notes issued pursuant to the Purchase Agreement, the "*Notes*") for a purchase price of \$2,000,000.00; and

WHEREAS, the Company has issued to the Lender the Notes, evidencing the obligations of the Company to repay the obligations evidenced by the Notes purchased by the Lender from the Company; and

WHEREAS, it is a condition precedent to the Lender purchasing the Notes and making any loans to the Company under the Purchase Agreement that the Company execute and deliver to the Lender (1) an amended and restated Prior Security Agreement, as of even date herewith (as amended and in effect from time to time, the "*Security Agreement*"), with the Lender; and (2) an amended and restated Prior Trademark Security Agreement, with the Lender, in substantially the form hereof; and

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Lender, a security interest in, among other property, certain trademarks of the Company, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office ("*USPTO*").

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

Section 1. Grant of Security. Company hereby grants to the Lender a continuing security interest in all of Company's right, title and interest in and to the following (collectively referred to as the "*Trademark Collateral*"), whether now owned or existing or hereafter acquired or arising:

- (i) each trademark owned by the Company (including, without limitation, each trademark registration and application therefor, referred to in Schedule 1 hereto, and all

of the goodwill of the business connected with the use of or symbolized by, each trademark);

(ii) each exclusive trademark license to which the Company is a party referred to in Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark licensed by Company pursuant thereto;

(iii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Company accruing thereunder or pertaining thereto; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Obligations relating to, any and all of the foregoing, including, without limitation, all proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Notwithstanding any provision of this Trademark Security Agreement to the contrary, the grant of security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all United States trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such trademark.

Section 2. No Transfer of Company's Rights. Except to the extent expressly permitted in the Purchase Agreement, Company agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by Company under this Trademark Security Agreement secures the payment of all Obligations.

Section 4. Recordation. Company authorizes and requests that all applicable government officers and authorities record this Trademark Security Agreement. For this purpose, any holder of a copy of the present Trademark Security Agreement, without duplication of filings, is granted the necessary power to proceed with said recordals in the name of the Lender. The costs of such recordals will be born by the Company.

Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in two counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the USPTO. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and

effect in accordance with its terms.

Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

Section 8. Termination. Upon payment and performance (including, without limitation, as a result of the conversion of the Notes) in full of all Obligations, the security interest created hereunder shall terminate and the Lender shall promptly execute and deliver to the Company such documents and instruments reasonably requested by the Company as shall be necessary to evidence termination of all security interests given by the Company to the Lender hereunder.

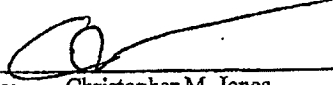
Section 9. Supercession. This Trademark Security Agreement and the Exhibits hereto supercedes the Prior Trademark Security Agreement and the Exhibits thereto and all other prior agreements and understandings relating to such subject matter.

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**IN WITNESS WHEREOF**, Company has caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**TENSYS MEDICAL, INC.**

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

  
**Name:** Christopher M. Jones  
**Title:** Chief Executive Officer  
**Address:** 5825 Oberlin Drive, Suite 100  
San Diego, CA 92121  
Facsimile #: (508) 522-1944

Accepted:

**MALLINCKRODT INC.,**  
Lender

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

**Name:**  
**Title:**

**Address for Notices:** c/o Tyco Healthcare Group LP  
15 Hampshire St.  
Mansfield, MA 02048  
Facsimile #: (508) 261-8689

*[Signature Page to Amended and Restated Trademark Security Agreement]*


IN WITNESS WHEREOF, Company has caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**TENSYS MEDICAL, INC.**

By: \_\_\_\_\_  
Name: Christopher M. Jones  
Title: Chief Executive Officer  
Address: 5825 Oberlin Drive, Suite 100  
San Diego, CA 92121  
Facsimile #: (508) 522-1944

Accepted:

**MALLINCKRODT INC.,**  
Lender

By:  \_\_\_\_\_  
Name: Richard J. Meelia  
Title: President

MMO

Address for Notices: c/o Tyco Healthcare Group LP  
15 Hampshire St.  
Mansfield, MA 02048  
Facsimile #: (508) 261-8689

[Signature Page to Amended and Restated Trademark Security Agreement]

Schedule 1 to Trademark Security Agreement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark/Design	Country	Classes	Filing Date	Filing No.	Reg. Date	Reg. No.
T-LINE	U.S.				7/29/2003	2742753
TENSYS	U.S.				12/9/2003	2791748
CYBERICS	U.S.		3/17/2000	76003336		
	Japan				4/13/2001	4466533



Schedule 2 to Trademark Security Agreement

EXCLUSIVE TRADEMARK LICENSES

NONE