

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| KDL MEDICAL, INC. | | 01/26/2007 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 75 E. Trimble Road | | |
| Internal Address: | MC 4770 | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95131 | | |
| Entity Type: | Michigan Banking Corporation: | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2572046 | EPRETRACT | |
| Registration Number: | 2619783 | SOF-FLO | |
| Registration Number: | 2870485 | TRIPOD | |
| Registration Number: | 2579787 | VISIONMIST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (858)550-6420 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 858-550-6403 | | |
| Email: | erin.obrien@cooley.com | | |
| Correspondent Name: | Erin O'Brien | | |
| Address Line 1: | c/o Cooley Godward Kronish LLP | | |
| Address Line 2: | 4401 Eastgate Mall | | |
| Address Line 4: | San Diego, CALIFORNIA 92121 | | |
| ATTORNEY DOCKET NUMBER: | 036703-1181 KDL MEDICAL | | |

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| NAME OF SUBMITTER: | Erin O'Brien |
| Signature: | /Erin O'Brien/ |
| Date: | 02/02/2007 |
| Total Attachments: 5 source=KDL Medical IPSA#page1.tif source=KDL Medical IPSA#page2.tif source=KDL Medical IPSA#page3.tif source=KDL Medical IPSA#page4.tif source=KDL Medical IPSA#page5.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 26, 2007 by and between COMERICA BANK ("Bank") and KDL MEDICAL, INC., a Texas 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. 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

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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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

GRANTOR:

Address of Grantor:
1878 Firman Drive
Richardson, TX 75081

KDL MEDICAL, INC.

By: Jackie LaFouette
Title: President

Attn: JACKIE LAFOUETTE

Address of Bank:

Comerica Bank
MC 4770
75 E. Trimble Road
San Jose, CA 95131
Attn: Manager
Fax: (408) 556-5091

BANK:

COMERICA BANK

By: Chau Fell
Title: Corporate Banking Officer

EXHIBIT A

Copyrights

NONE.

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EXHIBIT B

Patents

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| Catheter having lumen occluding balloon and method of use thereof | 6,045,531 | April 4, 2000 |
| Method of using integral aortic arch infusion clamp | 6,068,608 | May 30, 2000 |
| Integral aortic arch infusion clamp catheter | 6,132,397 | October 17, 2000 |
| Surgical visualization and moisturizing device | 6,156,003 | December 5, 2000 |
| Catheter having integral expandable/collapsible lumen | 6,179,827 | January 30, 2001 |
| Catheter system and method for posterior epicardial revascularization and intracardiac surgery on a beating heart | 6,241,699 | June 5, 2001 |
| Device and method for isolating a surface of a beating heart during surgery | 6,258,023 | July 10, 2001 |
| Catheter with flexible and rigid reinforcements | 6,319,244 | November 20, 2001 |
| Device and method for isolating a surface of a beating heart during surgery | 6,478,729 | November 12, 2002 |
| Device and method for isolating a surface of a beating heart during surgery | 6,740,029 | May 25, 2004 |
| Catheter having integral expandable/collapsible lumen | 6,951,555 | October 4, 2005 |
| Aortic arch occlusion and perfusion balloon catheter having pressure ports | 0730284 (Australia) | March 1, 2001 |

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EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| EPRETRACT | 2572046 | May 21, 2002 |
| SOF-FLO | 2619783 | September 17, 2002 |
| TRIPOD | 2870485 | August 3, 2004 |
| VISIONMIST | 2579787 | June 11, 2002 |

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