

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Horizon Technology Funding Company LLC		09/06/2007	LIMITED PARTNERSHIP: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bay City Capital Fund IV, L.P.
<b>Street Address:</b>	759 Battery Street, Suite 600
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2444970	SETPOINT
Registration Number:	2444766	RADIANT MEDICAL
Registration Number:	2948947	REPRIEVE
Serial Number:	78489466	REPRIEVE GTO
Serial Number:	78489496	GTO
Serial Number:	77065687	RADIANT ENDOVASCULAR TEMPERATURE THERAPY SYSTEM

**CORRESPONDENCE DATA**

Fax Number: (650)324-0638  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650 324-7000  
 Email: smanibusan@hewm.com  
 Correspondent Name: Paul Davis  
 Address Line 1: 275 Middlefield Road  
 Address Line 4: Menlo Park, CALIFORNIA 94025

CH \$165.00 2444970

ATTORNEY DOCKET NUMBER:	41557-0010
NAME OF SUBMITTER:	Paul Davis
Signature:	/paul davis/
Date:	09/06/2007
Total Attachments: 4 source=assignment2#page1.tif source=assignment2#page2.tif source=assignment2#page3.tif source=assignment2#page4.tif	

**Assignment and Assumption**

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between the Assignor identified in item 1 below (the "Assignor") and the Assignee identified in item 2 below (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date (i) all of the Assignor's rights and obligations in its capacity as the Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as the Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by the Assignor to the Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Each such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor. Capitalized terms used herein (including in Annex 1 attached hereto) but not defined have the meanings given thereto in the Credit Agreement.

- 1. Assignor: Horizon Technology Funding Company LLC
- 2. Assignee: Bay City Capital Fund IV, L.P.
- 3. Borrower: Radiant Medical, Inc.
- 4. Credit Agreement: The Venture Loan and Security Agreement dated as of December 10, 2004, as amended by the Amendment of Venture Loan and Security Agreement dated as of April 30, 2007 among Radiant Medical, Inc. and Horizon Technology Funding Company LLC.

6. **Assigned Interest[s]:**

Assignor	Assignee	Facility Assigned	Aggregate Amount of Loans	Amount of Loans Assigned	Percentage Assigned of Commitment/Loans
Horizon Technology Funding Company LLC	Bay City Capital Fund IV, L.P.	Credit Agreement			100%

- 7. Trade Date: September 6, 2007.

Effective Date: September 6, 2007.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

Horizon Technology Funding Company LLC

By: *Horizon Technology Finance, LLC,*  
*its sole member*

By: *Gerald A. Michaud*

Name: *Gerald A. Michaud*

Title: *Managing Member*

ASSIGNEE

Bay City Capital Fund IV, L.P.

By: Bay City Capital Management IV LLC,  
as General Partner

By: Bay City Capital LLC, as Manager

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

Name: \_\_\_\_\_

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

Effective Date: September 6, 2007.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

Horizon Technology Funding Company LLC

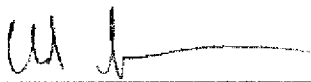
By: \_\_\_\_\_  
Title:

ASSIGNEE

Bay City Capital Fund IV, L.P.

By: Bay City Capital Management IV LLC,  
as General Partner

By: Bay City Capital LLC, as Manager

By:   
Name: CARL GOLDFISCHER  
Title: MANAGING DIRECTOR

SCHEDULE 2

**A. US Trademarks Pending, Registered to or Allowed for Radiant Medical, Inc.**

<b>No</b>	<b>Application &amp; Registration No</b>	<b>Mark</b>	<b>Date Application or Registration</b>
1	N/A 2,444,970	SetPoint	4/17/01
2	N/A 2,444,766	Radiant Medical	4/17/01
3	N/A 2,948,947	Repriev	5/10/05
4	78/489,466 N/A	Repriev GTO	Notice of Allowance 11/29/05
5	78/489,496 N/A	GTO	Notice of Allowance 12/06/05
6	77/065,687 N/A	Radiant Endovascular Temperature Therapy System	12/15/06