

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Radiant Medical, Inc.		09/07/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bay City Capital Fund IV, L.P.
Street Address:	750 Battery Street, Suite 600
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	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:	09/11/2007

Total Attachments: 13

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RADIANT MEDICAL, INC.

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made effective this 7th day of September, 2007 by **RADIANT MEDICAL, INC.**, a California corporation ("Grantor"), with its principal place of business located at 250 Chesapeake Drive, Redwood City, CA 94063, in favor of **BAY CITY CAPITAL FUND IV L.P.**, a Delaware limited partnership ("Collateral Agent"), in its capacity as collateral agent for, and for the ratable benefit of, the individuals and parties listed in Exhibit A (collectively, the "Purchasers") to the Security Agreement, dated as of the date hereof by and between Grantor and Collateral Agent (the "Security Agreement").

BACKGROUND

WHEREAS, Grantor and Purchasers are parties to that certain Note Purchase Agreement dated as of the date hereof (as amended, supplemented or restated, the "Purchase Agreement"; capitalized terms are used herein as defined in the Purchase Agreement unless otherwise defined herein);

WHEREAS, pursuant to those certain Secured Promissory Notes, dated the date hereof (the "Notes"), made by Grantor in favor of each Purchaser and in the original principal amount specified opposite such Purchaser's name on Exhibit A attached to the Security Agreement, the Purchasers have agreed to lend to Grantor the aggregate principal amount set forth on Exhibit A attached to the Security Agreement (the "Loans"); and

WHEREAS, in order to induce Purchasers to make the Loans as provided for in the Notes, Grantor has agreed to grant a security interest in the Collateral (as defined in the Security Agreement) to secure the Obligations (as defined in the Security Agreement) of Grantor to Purchasers under each of the Notes.

WHEREAS, Grantor has all right, title, and interest in the Collateral, including, without limitation, the Collateral shown on Schedules 1 and 2 hereto, and the parties desire to record Collateral Agent's security interest in certain of such Collateral relating to patents, patent applications, other patent rights and trademarks with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Collateral Agent agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Collateral Agent a security interest in any and all: (i) patents, patent rights, patent registrations and applications, patent licenses, claims, and rights against third parties to sue for past, present or future infringement of any patents, and all corresponding and related rights throughout the world (including, without limitation, those items set forth on Schedule 1 (collectively, the “Patents”); (ii) trademarks, trade names, trademark rights, trademark registrations and applications, trademark licenses, claims, and rights against third parties to sue for past, present or future infringement of any trademarks, and all corresponding and related rights throughout the world (including, without limitation, those items set forth on Schedule 2 (collectively, the “Trademarks”), (iii) all general intangibles for money due or to become due, and all obligations related to the Patents of any kind or nature, associated with or arising out of any of the Patents and not otherwise described above, and (iv) all proceeds of the foregoing (i) through (iii) above (collectively, (i) through (iv) above being the “Property”) and all interest, principal, royalties, license fees, rents, dividends, cash, instruments, and other property from time to time received, receivable, or otherwise deemed included, any and all payments under insurance to the Grantor (regardless of whether or not Grantor or Collateral Agent is loss payee), or any indemnity, warranty, or guaranty, payable by reasons of loss or damage to the Property, to secure the complete and timely satisfaction of all of Grantor’s Obligations (as defined in the Security Agreement).

2. **Senior Security Interest; Junior Security Interest.** All rights and obligations set forth in this Agreement, including any security interest granted herein, are subject to (1) the Subordination Agreement, dated as of April 30, 2007, by and among Bay City Capital Fund IV, L.P. (as successor in interest to Horizon Technology Funding Company LLC) and the persons and entities set forth on Schedule A thereto, providing that the security interest granted hereunder is junior to the security interest of the “Senior Creditor” (as defined in such agreement) in the assets of Grantor, and (2) the Subordination Agreement, dated as of even date herewith, by and among the “April Creditors” (as defined therein), the “September Creditors” (as defined therein), and Bay City Capital Fund IV, L.P., as collateral agent for the “September Creditors” (as defined therein), providing that the security interest granted hereunder is senior to the security interest of the “April Creditors” (as defined therein) in the assets of Grantor.

3. **Security Agreement.** The security interest granted hereby has been granted in conjunction with the security interest granted to Collateral Agent under the Security Agreement, which this Agreement supplements. Grantor hereby acknowledges that the Property is part of the Collateral, and the Collateral Agent shall have the rights and remedies with respect thereto provided in the Security Agreement and the other Loan Documents and as further provided by law. The provisions, terms and conditions of the Security Agreement and the other Loan Documents relating to or affecting the Property or the Collateral Agent’s security interest therein are incorporated herein by reference as though fully set forth herein. In the event of any inconsistency between any of the Loan Documents and this Agreement, the terms of the applicable Loan Documents shall control over the provisions of this Agreement.

4. **Confirmation of Security Interest.** Grantor hereby confirms that, pursuant to the Security Agreement, Grantor has granted to Collateral Agent a continuing security interest in and to the Collateral.

5. **Representations, Warranties, and Covenants.** Grantor hereby confirms, reaffirms and acknowledges each of the representations, warranties, and covenants made by Grantor in respect of the Collateral in the Security Agreement.

6. **Further Acts.** Grantor agrees, now and during the term of this Agreement, to do all acts the Collateral Agent may reasonably deem necessary or proper to carry out the intent and purpose of this Agreement, and to protect the security interest of Collateral Agent in the Property and the Collateral.

7. **Information.** Those parties desiring additional information regarding Collateral Agent's security interest in the Property may contact:

Bay City Capital Fund IV, L.P.
c/o Bay City Capital LLC
750 Battery Street, Suite 600
San Francisco, California 94111
Attn: Bill Gerber

8. **Execution in Counterparts.** This Agreement may be signed in any number of counterparts, and by different parties hereto in separate counterparts, with the same effect as if the signatures to each such counterpart were upon a single instrument. All counterparts shall be deemed an original hereof. Executed counterparts delivered by facsimile shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Agreement to be effective as of the day and year first above written.

GRANTOR:

RADIANT MEDICAL, INC.

By: Kenneth G. Hayes Jr.
Name: Ken Hayes

Title: President and Chief Executive Officer

COLLATERAL AGENT:

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: _____

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Agreement to be effective as of the day and year first above written.

GRANTOR:

RADIANT MEDICAL, INC.

By: _____

Name: Ken Hayes

Title: President and Chief Executive Officer

COLLATERAL AGENT:

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: William G. Gerber

Name: WILLIAM G. GERBER

Title: Partner

SCHEDULE 1

A. US Patents Issued and Assigned to Radiant Medical, Inc.

No	U.S Patent	Inventor, Title	Date Filed	Date Issued
1	5,180,364	Ginsburg, Valved Self-Perfusing Catheter	7/03/91	1/19/93
2	5,486,208	Ginsburg, Method and Apparatus for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	10/18/94	1/23/96
3	5,837,003	Ginsburg, Method and Apparatus for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	1/11/96	11/17/98
4	5,879,329	Ginsburg, Infusion Systems and Methods for Introducing Fluids into the Body within a Desired Temperature Range	1/22/97	3/09/99
5	5,989,238	Ginsburg, Infusion Systems and Methods for Introducing Fluids into the Body within a Desired Temperature Range	11/06/98	11/23/99
6	6,033,383	Ginsburg, Temperature Regulating Catheter and Methods	12/19/96	3/07/00
7	6,110,168	Ginsburg, Method and Apparatus for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	6/19/98	8/29/00
8	6,149,673	Ginsburg, Method for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	8/07/98	11/21/00
9	6,149,676	Ginsburg, Catheter System for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	8/07/98	11/21/00
10	6,231,594	Dae, Method of Controlling Body Temperature while Reducing Shivering	8/11/99	5/15/01
11	6,264,679	Keller et al., Heat Exchange Catheter with Discrete Heat Exchange Elements	8/20/99	7/24/01
12	6,306,161	Ginsburg, Catheter System for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	8/07/98	10/23/01
13	6,428,563	Keller, Heat Exchange Catheter with Improved Insulated Region	1/21/00	8/06/02

No	U.S Patent	Inventor, Title	Date Filed	Date Issued
14	6,436,131	Ginsburg, Heat Exchange Catheter Having Heat Exchange Surface Formed of Metal Foil	3/09/00	8/20/02
15	6,497,721	Ginsburg et al., Method and Apparatus for Regional and Whole Body Temperature Modification	12/15/00	12/24/02
16	6,527,798	Ginsburg et al., Method and Apparatus for Regional and Whole Body Temperature Modification	12/15/00	3/04/03
17	6,544,282	Dae et al., Inhibition of Platelet Activation, Aggregation and/or Adhesion by Hypothermia	2/21/01	4/08/03
18	6,572,638	Dae et al., Method of Controlling Body Temperature while Inhibiting Thermoregulatory Responses	4/27/01	6/03/03
19	6,582,457	Dae et al., Method of Controlling Body Temperature while Reducing Shivering	2/15/01	6/24/03
20	6,607,517	Dae et al., Method of Inotropic Treatment of Heart Disease using Hypothermia	8/24/01	8/19/03
21	6,610,083	Keller et al., Multiple Lumen Heat Exchange Catheters	2/06/01	8/26/03
22	6,620,130	Ginsburg, Infusion Systems and Methods for Introducing Fluids into the Body within a Desired Temperature Range	11/22/99	9/16/03
23	6,620,188	Ginsburg et al., Method and Apparatus for Regional and Whole Body Temp Modification	8/24/98	9/16/03
24	6,620,189	Machold et al., Method and System for Control of a Patient's Body Temperature by Way of a Transluminally Insertable Heat Exchange Catheter	11/06/00	9/16/03
25	6,635,076	Ginsburg, System for Controlling Body Temperature of a Patient	12/04/01	10/21/03
26	6,656,209	Ginsburg, Catheter System for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	8/30/01	12/02/03
27	6,673,098	Machold et al., Disposable Cassette for Intravascular Heat Exchange Catheter	5/02/00	1/06/04
28	6,679,906	Hammack et al., Catheter System with On-Board Temperature Probe	7/13/01	1/20/04
29	6,685,733	Dae et al., Methods and Systems for Reducing Substance-Induced Renal Damage	4/10/02	2/03/04

No	U.S Patent	Inventor, Title	Date Filed	Date Issued
30	6,692,519	Hayes, Use of Endovascular Hypothermia in Organ and/or Tissue Transplantations	8/06/01	2/17/04
31	6,695,874	Machold et al., Method and System for Control of a Patient's Body Temperature by Way of Transluminally Insertable Heat Exchange Catheter	2/01/02	2/24/04
32	6,702,783	Dae et al., Endovascular Heat- and Gas-Exchange Catheter Device and Related Methods.	2/05/02	3/09/04
33	6,702,839	Dae et al., Method of Controlling Body Temperature while Reducing Shivering	5/02/02	3/09/04
34	6,702,840	Keller et al., Heat Exchange Catheter with Discrete Heat Exchange Elements	7/18/01	3/09/04
35	6,752,786	Callister, Moving Heat Exchange Catheter System	5/31/01	6/22/04
36	6,800,068	Dae et al., Intra-Aortic Balloon Counterpulsation with Concurrent Hypothermia	10/26/01	10/05/04
37	6,811,551	Dae et al., Method for Reducing Myocardial Infarct by Application of Intravascular Hypothermia	12/12/00	11/02/04
38	6,849,083	Ginsburg, Method and Apparatus for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	8/19/03	2/01/05
39	6,866,638	Dae, et al., Temperature Sensing System with Retrograde Sensor	8/12/02	3/15/05
40	6,887,263	Bleam et al., Valved Connector Assembly and Sterility Barriers for Heat Exchange Catheters and Other Closed Loop Catheters	10/18/02	5/03/05
41	6,890,347	Machold et al., Disposable Cassette for Intravascular Heat Exchange Catheter	7/25/03	5/10/05
42	6,997,942	Machold et al., Disposable Cassette for Intravascular Heat Exchange Catheter	1/05/04	2/14/06
43	7,008,444	Dae et al., Method of Controlling Body Temperature while Reducing Shivering	10/01/03	3/07/06
44	7,077,825	Stull, Method for Gastric Cooling Using Balloon Catheter	1/16/02	7/18/06
45	7,087,026	Callister, Devices and Methods for Measuring Blood Flow Rate or Cardiac Output and for Heating or Cooling the Body	3/21/03	8/08/06

No	U.S Patent	Inventor, Title	Date Filed	Date Issued
46	7,172,586	Dae et al., Method of Inotropic Treatment of Circulatory Failure Using Hypothermia	6/26/03	2/06/07
47	7,175,649	Machold et al., Method and System for Control of a Patient's Body Temperature by Way of Transluminally Insertable Heat Exchange Catheter	8/20/03	2/13/07
48	7,186,222	Callister, et al., Vascular Introducer with Temperature Monitoring Probe and Systems for Endovascular Temperature Control	9/10/02	3/6/07
49	7,217,282	Ginsburg et al., Methods and Apparatus for Regional and Whole Body Temperature Modification	7/24/03	5/15/07
50	7,238,166	Callister et al., Moving Heat Exchange Catheter System	5/26/04	7/3/07
51	7,247,165	Machold et al., Disposable Cassette for Intravenous Heat Exchange Catheter	5/9/05	7/24/07
52	7,258,663	Machold et al., Method and System for Control of a Patient's Body Temperature by Way of a Transluminally Insertable Heat Exchange Catheter	8/20/03	8/21/07

B. Publications of Pending US Patent Applications Assigned to Radiant Medical, Inc.

No	Application & Publication No	Inventor, Title	Date Filed
1	10/142,659 20020183692	Callister, Heat Transfer Catheter with Elastic Fluid Lumens	5/08/02
2	10/229,243 20030004456	Saab, Multi-Lumen Heat Transfer Catheters	8/26/02
3	10/292,978 N/A	Ginsburg, Method for Controlling a Patient's Body Temperature	11/12/02
4	10/408,617 N/A	Dae et al., Inhibition of Platelet Activation, Aggregation and/or Adhesion by Hypothermia	4/07/03
5	10/442,483 20030195597	Keller et al., Multiple Lumen Heat Exchange Catheters	5/21/03

No	Application & Publication No	Inventor, Title	Date Filed
6	10/612,780 N/A	Dae et al., Methods and Systems for Reducing Substance-Induced Renal Damage	7/01/03
7	10/624,797 20040054325	Ginsburg, Infusion Systems and Methods for Introducing Fluids Into the Body Within a Desired Temperature Range	7/22/03
8	10/626,007 20040147987	Ginsburg, Methods and Apparatus for Regional & Whole Body Temperature Modification	7/24/03
9	10/627,487 20050075705 A1	Machold et al., Disposable Cassette for Intravascular Heat Exchange Catheter	7/25/03
10	10/645,755	Machold et al., Method and System for Control of a Patient's Body Temperature by way of a Transluminally Insertable Heat Exchange Catheter	8/20/03
11	10/525,625 20060122673	Callister et al., System and Method for Controlling Core Body Temperature	9/12/03
12	10/727,084 20040167593	Keller, et al. Heat Exchange Catheter with Discrete Heat Exchange Elements	12/03/03
13	10/730,861 20040116988	Hammack et al., Catheter System with On-Board Temperature Probe	12/03/03
14	10/738,066 20040133256	Callister, Heat Transfer Catheter with Elastic Fluid Lumens	12/17/03
15	10/933,979 20050027290	Dae et al., Method for Reducing Myocardial Infarct by Application of Intravascular Hypothermia	9/2/04
16	10/933,970 20050043579	Dae et al., Intra-Aortic Balloon Counterpulsation with Concurrent Hypothermia	9/2/04
17	11/017,710 20050113893	Saab, Heat Transfer Catheters and Methods of Making and Using Same	12/22/04
18	11/044,997 20060030910	Ginsburg, Method and Apparatus for Controlling a Patient's Body Temperature by In Situ Blood Temperature Modification	2/26/05
19	11/061,803 20050143798	Bleam, et al., Valved Connector Assembly and Sterility Barrier	2/17/05

No	Application & Publication No	Inventor, Title	Date Filed
20	11/080,128 20050159673	Dae et al., Temperature Sensing System with Retrograde Sensor	3/14/05
21	11/167,036 20050273145	Saab, Multi-lumen Heat Transfer Catheters	6/24/05
22	11/282,329 20060106336 A1	Saab, Multi-lumen Catheters and Methods for Using Same	11/18/05
23	11/351,216 N/A	Hayes, Use of Endovascular Hypothermia in Organ and/or Tissue Transplantation	2/08/06
24	11,413,564 20060293734	Scott et al., Apparatus and Method for Providing Enhanced Heat Transfer from a Body Portion	6/29/05
25	11/479,961 20070043409	Brian et al., Devices, System and Methods for Rapid Endovascular Cooling	6/29/05- provisonal 2/22/07
26	11/474,590 20060253095	Stull, Method for Gastric Cooling using Balloon Catheter	6/26/06
27	11/501,442 20070038277	Dae, Inhibition of Platelet Activation, Aggregation and/or Adhesion by Hypothermia	8/08/06
28	11/596,784 N/A	Leguidleguid, Cooling Device for Use with Heat-Exchange Catheter and Method of Use	11/16/06
29	11/674,119 N/A	Machold et al, Method And System For Control Of A Patient's Body Temperature By Way Of A Transluminally Insertable Heat Exchange Catheter	2/12/07
30	11/709,108 N/A	Callister et al., Vascular Introducer With Temperature Monitoring Probe and System for Endovascular Temperature Control	2/20/07
31	11/724,075 N/A	Ginsburg et al., Methods And Apparatus For Regional And Whole Body Temperature Modification	3/13/07
32	11/725,845 N/A	Hayes, Use of Endovascular Hypothermia in Organ and/or Tissue Transplant	3/19/07

No	Application & Publication No	Inventor, Title	Date Filed
33	11/781,892 N/A	Machold et al., Disposable Cassette For Intravascular Heat Exchange Catheter	7/27/07
34	11/810,866 N/A	Ginsburg, Method For Endovascular Management Of Body Temperature	6/6/07
35	11/891,684 N/A	Dae, Devices and Method for Using Endovascular Cooling to Treat Septic Shock and Other Disorders	8/9/07

SCHEDULE 2

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

No	Application & Registration No	Mark	Date Application or Registration
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	Reprive	5/10/05
4	78/489,466 N/A	Reprive 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