

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bay City Capital Fund IV, L.P.		09/18/2007	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	ZOLL Circulation, Inc.
Street Address:	249 Homboldt Court
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
Entity Type:	CORPORATION: 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: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617.570.1292
 Email: mrovner@goodwinprocter.com
 Correspondent Name: Miriam J. Rovner
 Address Line 1: Goodwin Procter LLP
 Address Line 2: Exchange Place, 53 State Street

CH \$165.00 2444970

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 077440-049102

NAME OF SUBMITTER: Miriam J. Rovner

Signature: /mjr/

Date: 10/30/2007

Total Attachments: 8
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Exhibit 1.4(b)

ASSIGNMENT OF TRADEMARKS

WHEREAS, Radiant Medical, Inc., a California corporation having a principal business address at 250 Chesapeake Drive, Redwood City, California 94063 (the "Debtor"), is the owner of the entire right, title, and interest in and to the trademarks and trademark applications identified in Schedule 1.1(a)(ii) attached hereto together with the goodwill related thereto (collectively, the "Marks"); and

WHEREAS, Debtor is indebted to Bay City Capital Fund IV, L.P., a Delaware limited partnership (the "Lender"), as assignee of Horizon Technology Finance Company LLC, a Delaware limited liability company ("Assignor"), which holds a security interest in substantially all of Debtor's property, including the Marks;

WHEREAS, Debtor is currently in default of its obligations to the Lender pursuant to the terms of a Venture Loan and Security Agreement between the Assignor and Debtor dated as of December 10, 2004, as amended, modified or supplemented from time to time (the "Loan Agreement");

WHEREAS, the Lender is entitled to exercise its remedies under the Loan Agreement and applicable law, including a foreclosure sale of all or part of the Lender's collateral, with the proceeds of such sale to be applied to the indebtedness of Debtor to the Lender;

WHEREAS, the Lender wishes to sell the Marks; and

WHEREAS, ZOLL Circulation, Inc., a Delaware corporation, having a principal place of business at 249 Homboldt Court, Sunnyvale, CA 94089 ("Buyer"), desires to acquire the Debtor's entire right, title and interest in and to the Marks, as well as the goodwill of the business related to the aforesaid Marks;

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, including consideration agreed upon between Lender and ZOLL Medical Corporation under the Purchase Agreement (as defined below), the receipt and sufficiency of which is hereby acknowledged, the Lender, through this foreclosure sale, does hereby sell, assign, transfer, and set over to Buyer, its successors, legal representatives, and assigns, the entire right, title, and interest of Debtor in and to said Marks, together with the goodwill of the business in connection with which the aforesaid Marks have been used, and all claims for damages or payments by reason of infringement or unauthorized use of marks, if any, that may have arisen thereunder prior to the date of this instrument along with the right to sue for past infringements and collect same for Debtor's sole use and enjoyment.

Pursuant to that certain Asset Purchase Agreement dated as of September 14, 2007 (the "Purchase Agreement") by and between the Lender, the Debtor and ZOLL Medical Corporation, the Assets are being sold "as is and where is" and the Lender and the Debtor make no, and

hereby disclaim any, representation or warranty to ZOLL Medical Corporation or the Buyer with respect to the Assets or the transactions contemplated hereby, including without limitation any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, (a) the Lender and the Debtor make no representation or warranty, express or implied, as to the validity or utility of the Assets, the status of any issued patents or registered trademarks or any applications for patents or trademarks, whether transfer documentation executed by Lender and Debtor is sufficient to transfer title to Intellectual Property (as defined in such Purchase Agreement) registered in foreign jurisdictions, whether the Intellectual Property or any use thereof infringes on the rights of others, or whether any intent to use trademark applications are assignable, or whether any intent-to-use trademark applications are assignable, or whether any license agreements and other written contracts arising or resulting primarily from or related primarily to any or all Patents and Patent Applications listed in Schedule 1.1(a) to the Purchase Agreement and licensed to Debtor are assignable; (b) there is no warranty as to the existence, location or condition of any tangible assets listed on Schedule 1.1(a)(iv) to the Purchase Agreement; and (c) there is no warranty relating to title, possession, quiet enjoyment, or the like in this disposition.

IN WITNESS WHEREOF, the Lender has caused this instrument to be executed by its duly authorized officer this 18th day of September, 2007.

LENDER: BAY CITY CAPITAL FUND IV, L.P.

By: Bay City Capital Management ~~IV~~ LLC, its general partner

By: [Signature]

Name: Carl Gaudfischer

Title: [Signature]

State of _____)
County of _____) ss

see attached

On this ___ day of September, 2007 before me appeared _____, to me personally known who, being duly sworn, did depose and say that he is the _____ of BAY CITY CAPITAL FUND IV, L.P., the Delaware limited partnership named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said Delaware limited partnership; and said _____ acknowledged said instrument to be the free and authorized act and deed of said Delaware limited partnership.

Notary Public
My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco } ss.

On 9/13/07, before me, M.A. Josephson

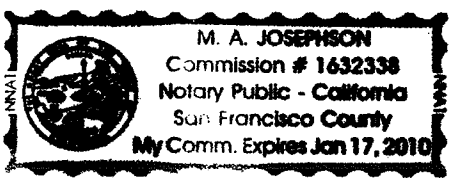
personally appeared Carl S. Goldfisher

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

M.A. Josephson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

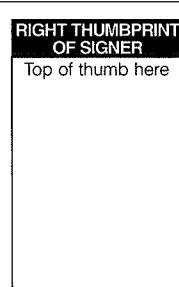
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

The undersigned Radiant Medical, Inc., hereby consents and agrees to the assignment and conveyance of the Assets pursuant to this Assignment of Trademarks.

IN WITNESS WHEREOF, the Debtor has caused this instrument to be executed by its duly authorized officer this 18th day of September , 2007.

DEBTOR: RADIANT MEDICAL, INC.

By: Kenneth G. Hayes, Jr.
Name: Kenneth G. Hayes, Jr.
Title: President & CEO

TRADEMARK

REEL: 003650 FRAME: 0022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo } ss.

On 09/17/07, before me, Brian Pavia, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kenneth G. Hayes, Jr
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

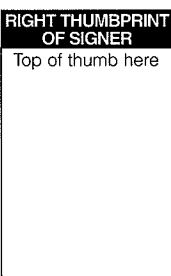
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

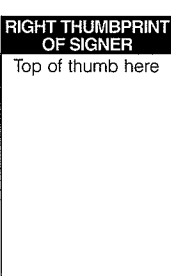
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Schedule 1.1(a)(ii)
Trademark/Service Mark Registrations and Applications

Table A.6: Registered and Pending US Trademark Applications Assigned to Radiant Medical

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

Table A.7: Registered and Pending International Trademark Applications Assigned to Radiant Medical

No	Application & Registration No	Mark	Country	Registration Date
1	945927	Cardio-Reprive	Australia	3/5/03
2	1170399	Cardio-Reprive	Japan	Pending
3	945925	Neuro-Reprive	Australia	3/5/03
4	1170398	Neuro-Reprive	Japan	Pending
5	001918838	Radiant Medical	EU	10/24/01
6	881309	Radiant Medical with logo	Australia	7/4/01
7	945926	Renal-Reprive	Australia	3/27/03
8	1170397	Renal-Reprive	Japan	Pending
9	945928	Reprive	Australia	3/27/03
10	4701228	Reprive	Japan	9/19/03
11	803220	SetPoint	Australia	9/23/99
12	4401951	SetPoint	Japan	7/ 21/00
13	1272608	SetPoint	EU	10/20/00
14	2287951	Radiant Medical (design)	EU	11/28/02
15	803219	PTM	Australia	08/10/99

16	803221	RPTR	Australia	08/10/99
17	803218	PTR	Australia	08/10/99