

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|-------------------------|
| ETV CAPITAL S.A. | | 03/25/2008 | CORPORATION: LUXEMBOURG |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------|
| Name: | TIMM MEDICAL TECHNOLOGIES, INC. |
| Street Address: | 6585 CITY WEST PARKWAY |
| City: | EDEN PRAIRIE |
| State/Country: | MINNESOTA |
| Postal Code: | 55344 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 18

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------|
| Registration Number: | 2708950 | OSBON |
| Registration Number: | 2380078 | |
| Registration Number: | 2309993 | |
| Registration Number: | 2133099 | EASY ACTION |
| Registration Number: | 2120172 | INJECAID |
| Registration Number: | 2034551 | ESTEEM |
| Registration Number: | 1803506 | JULIAN'S OF JONES STREET |
| Registration Number: | 1833260 | COMFORT PLUS |
| Registration Number: | 1892617 | ERECTEK |
| Registration Number: | 1652989 | STAYEREC |
| Registration Number: | 1584506 | |
| Registration Number: | 1618612 | OSBON MEDICAL SYSTEMS |
| Registration Number: | 1581349 | ERECAID |
| Registration Number: | 1375193 | URO-CENTER |

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|----------------------|----------|----------------|
| Registration Number: | 1368804 | OMNIPHASE |
| Registration Number: | 1349120 | ERECALD SYSTEM |
| Registration Number: | 1320535 | RIGISCAN |
| Serial Number: | 75111900 | |

CORRESPONDENCE DATA

Fax Number: (404)962-6736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 885-3038
Email: michael.brignati@troutmansanders.com
Correspondent Name: MICHAEL J. BRIGNATI, PH.D.
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET, N.E.
Address Line 4: ATLANTA, GEORGIA 30308-2216

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|-------------------------|------------------------------|
| ATTORNEY DOCKET NUMBER: | 036800.000017 |
| NAME OF SUBMITTER: | Michael J. Brignati, Ph.D. |
| Signature: | /Michael J. Brignati 60,890/ |
| Date: | 03/31/2008 |

Total Attachments: 11
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made as of the 25th day of March 2008, by and between TIMM MEDICAL TECHNOLOGIES, INC., a corporation organized under the laws of the State of Delaware (together with its successors and assigns, "Assignee") and ETV CAPITAL S.A., a company incorporated under the laws of the Grand Duchy of Luxembourg whose registered office is situated at 6 rue Philippe II, L2340 Luxembourg (together with its successors and assigns, "Assignor").

RECITALS

A. PLETHORA SOLUTIONS HOLDINGS PLC (registered in England and Wales under company number 05341336) ("Plethora") and PLETHORA SOLUTIONS LIMITED (registered in England and Wales under company number 04977609) ("Solutions"), the registered office of each of which is at Lupus House, 11-13 Macklin Street, Covent Garden, London WC2B 5NH (individually and collectively the "Borrower") have entered into a credit facility with Assignor in the original principal amount of £4,000,000 (the "Loan Facility"), which is governed by the terms of a Loan Facility Agreement, dated June 29, 2007 (as amended, modified, restated, substituted, extended and renewed at any time and from time to time, the "Loan Agreement"), by and between the Borrower and Assignor and all finance documents thereunder, including, without limitation, (i) a Debenture, dated June 29, 2007 (the "Debenture"), by and between Borrower and Assignor and (ii) all Facility Documents (as defined in the Loan Agreement) (collectively, the Loan Agreement, the Debenture, and the Facility Documents, are hereinafter referred to as the "Loan Documents").

B. In order to induce Assignor to make the Loan Facility available to Borrower, Assignee agreed to enter into a Security Agreement, dated June 29, 2007 (the "Security Agreement") and an Intellectual Property Security Agreement, dated June 29, 2007 (the "IP Security Agreement"; together with the Security Agreement, the "Security Documents").

C. Pursuant to the Security Documents, Assignee granted the Assignor, a security interest in all of the Copyrights, Patents, and Trademarks (as these terms are defined under the Security Documents), including the Copyrights, Patents, and Trademarks identified on Exhibits A, B, and C, attached hereto, and further 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 reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively hereinafter the "Intellectual Property"), and pledged and mortgaged (but did not transfer title to) the Intellectual Property to Assignor.

D. Assignee contemplates entering into a new secured credit facility with Paul Royalty Fund Holdings II, a California general partnership ("PCH") in the original principal amount of Twenty-Five Million Dollars (\$25,000,000) (the "PCH Facility") which is governed by the terms of that certain Revenue Financing Agreement, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "RFA"), by and among Plethora, Assignee, Plethora Therapeutics Limited, a company incorporated in England and Wales ("Therapeutics") and PCH and all finance documents thereunder, including, without limitation a (i) Security Agreement, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Collateral Trustee Security Agreement"), by and between Assignee and Deutsche Bank Trust Company Americas, a New York banking corporation (the "U.S. Collateral Trustee"), (ii) Trademark Security Agreement, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Trademark Security Agreement"), by and between Assignee and U.S. Collateral Trustee, (iii) Patent Security Agreement, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Patent Security Agreement"), by and between Assignee and U.S. Collateral Trustee, (iv) Stock Pledge Agreement, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Pledge Agreement"), by and between Therapeutics and U.S. Collateral Trustee, and (v) Collateral Trust and Intercreditor Agreement, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Intercreditor Agreement"; together with the RFA, Collateral Trust Security Agreement, Trademark Security Agreement, Patent Security Agreement and Pledge Agreement the "Replacement Collateral Documents"), by and among Plethora, Assignee, Assignor, Therapeutics, PCH, Deutsche Trustee Company Limited (the "U.K. Collateral Trustee") and U.S. Collateral Trustee.

E. The Replacement Collateral Documents contemplate Assignor releasing the liens, security interests and encumbrances granted to Assignor with respect to the Collateral under the Security Documents and Assignee replacing such liens, security interests and encumbrances pursuant to the terms of the Replacement Collateral Documents.

F. In connection with aforementioned, Assignee has requested, pursuant to Section 9.10 of the Intercreditor Agreement, that Assignor release and discharge all liens, security interests and encumbrances under the Security Documents, including, but not limited to, the Intellectual Property.

G. As a condition precedent to the effectiveness of the RFA, Assignor, Assignee and Borrower hereby agree to execute and deliver this Release.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the benefits derived and to be derived by the Assignor, from, pursuant to and as a result of the said RFA or its related transactions, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee, Assignor and Borrower hereby agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the above Recitals are true and correct in all respect and that the same are incorporated herein and made a part hereof by reference.

2. Release. Except as set forth in the following sentence, Assignee and Assignor (the "Releasing Parties") each hereby acknowledge that the liabilities and obligations of Borrower under the Loan Agreement and the other Loan Documents to which Borrower is a party shall remain in full force and effect and are not discharged by this Release or by any of the Replacement Collateral Documents. The Releasing Parties agree that the liabilities and obligations of the Borrower under the Debenture shall remain in full force and effect and are not discharged by this Release or by any of the Replacement Collateral Documents save as provided for in (i) an English law governed deed of release dated on or about the date hereof and made between the Assignor and Solutions and (ii) an English law governed deed of release dated on or about the date hereof and made between the Assignor and Plethora. Each Releasing Party further agrees that (a) the IP Security Agreement is hereby terminated and shall have no further force and effect, except for the provisions thereof that expressly provide for the survival of obligations thereunder, all of which shall continue in effect, (b) the Assignee shall no longer benefit from the liens, security interests and/or other encumbrances on the Intellectual Property created by the IP Security Agreement and all such liens, security interests and/or other encumbrances on the Intellectual Property shall be forever satisfied, released and discharged, including, without limitation, liens, security interests and/or other encumbrances created under the IP Security Agreement relating to the Copyrights, Patents, and Trademarks identified on Exhibits A, B, and C attached hereto, (c) the Assignor hereby terminates and releases its security interest in the Intellectual Property, including without limitation, the Copyrights, Patents, and Trademarks identified on Exhibits A, B, and C attached hereto, and the Assignor hereby assigns and transfers to Assignee, without any representation, warranty, or recourse whatsoever, the Assignor's entire right, title, and interest in and to the Intellectual Property, effective as of the date set forth above, and (d) the Assignor hereby agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

3. Release Instruments. Assignor will deliver, or cause to be delivered, to Assignee, at Assignee's cost and expense, any documents necessary to release or terminate any lien with respect to Assignee's intellectual property, as Assignee may reasonably request, including, but not limited to, any documents to be filed with the United States Patent and Trademark Office and the United States Copyright Office. In addition, Assignor hereby authorizes the Assignee, or any of its representatives or agents, on their behalf, to file any documents necessary to release or terminate any lien with respect to Assignee's intellectual property, including, but not limited to, any filings with the United States Patent and Trademark Office and the United States Copyright Office, and all other documents, instruments or certificates as Assignee may reasonably deem necessary to terminate any and all liens, security interests and/or other encumbrances created by the Security Documents and effectuate, or reflect on public record, the release and discharge of any such liens, security interests and/or other encumbrances. Assignor will, from and after the date hereof, execute and/or deliver such other termination statements or documents and take such other actions as Assignee (or its assignee) may from time to time reasonably request to evidence

this Release and to effectuate, or reflect on public record, the release and discharge of all such liens, security interests and/or other encumbrances. All of the foregoing, both before and after the date hereof, shall be at the expense of Assignee.

4. Authorization. Each of the Releasing Parties hereby represents and warrants that it has the full right, power and authority to perform its obligations hereunder, including, without limitation, the termination of the Security Documents and the discharge and release of the security interests and/or other encumbrances created thereunder.

5. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York without reference to conflicts of law rules (except to the extent governed by the Uniform Commercial Code).

6. Counterparts. This Release may be executed in any number of counterparts (on separate pages), each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Release to be executed as of the day and year first above written.

"ASSIGNOR"

ETV CAPITAL S.A.

By: 

Name: Brian Mc Mahon Stam-Louis Conroy

Title: Director Director

"ASSIGNEE"

TIMM MEDICAL TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

Consented and Agreed to by each Borrower:

PLETHORA SOLUTIONS HOLDINGS PLC

By: _____

Name:

Title:

PLETHORA SOLUTIONS LIMITED

By: _____

Name:

Title:

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IN WITNESS WHEREOF, the parties have caused this Release to be executed as of the day and year first above written.

"ASSIGNOR"

ETV CAPITAL S.A.

By: _____

Name: _____

Title: _____

"ASSIGNEE"

TIMM MEDICAL TECHNOLOGIES, INC.

By: BeHo

Name: Brad Hoy

Title: Chief financial officer

Consented and Agreed to by each Borrower:

PLETHORA SOLUTIONS HOLDINGS PLC

By: S. J. Powell BeHo
Name: S. J. Powell Brad Hoy
Title: Director Director

PLETHORA SOLUTIONS LIMITED

By: S. J. Powell BeHo
Name: S. J. Powell Brad Hoy
Title: Director Director

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EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| None | N/A | N/A |

EXHIBIT B

Patents

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| Threshold Penile Rigidity Measuring Device | 4474187 | 10/02/1984 |
| Nocturnal Penile Tumescence And Rigidity Monitor | 4515166 | 05/07/1985 |
| Discrete Particulate Bipolar Reactor | 4517067 | 05/14/1985 |
| Penile Prosthesis | 4517967 | 05/21/1985 |
| Penile Prosthesis | 4522198 | 06/11/1985 |
| Penile Prosthesis Utilizing Patient Controlled Cam Actuator Apparatus | 4541420 | 09/17/1985 |
| Semi-Rigid Penile Prosthesis With Separable Members And Posture Control | 4545081 | 10/08/1985 |
| Nocturnal Penile Tumescence And Rigidity Monitor And Method | 4606353 | 08/19/1986 |
| Penile Prosthesis Having An Actuator Means Interacting With A Member And Articulated Column | 4619251 | 10/28/1986 |
| Oxide-Isolated Integrated Schottky Logic | 4656498 | 04/07/1987 |
| Threshold Penile Rigidity Measuring Device | 4766909 | 08/30/1988 |
| Nocturnal Penile Tumescence And Rigidity Monitor With Removable Loops | 4848361 | 07/18/1989 |
| Vacuum Generating And Constriction Apparatus For Augmenting Male Potency | 4856498 | 08/15/1989 |

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| Position Stable Segmented Column Penile Prosthesis | 4881531 | 11/21/1989 |
| Threshold Penile Rigidity Measuring Device | 4911176 | 03/27/1990 |
| Penile Cincture Band Operational Apparatus | 5083556 | 01/28/1992 |
| Negative Pressure Erection Apparatus | 5095895 | 03/17/1992 |
| Male Urinary Anti-Incontinence Device And Method | 5184629 | 02/09/1993 |
| Interior Ventilation Adjustment Device | 5232402 | 08/03/1993 |
| Apparatus And Method For Augmenting Male Potency With User Tissue Protection | 5234402 | 08/10/1993 |
| Apparatus For Augmenting Male Potency | 5244453 | 09/14/1993 |
| Apparatus For Augmenting Male Potency | 5306227 | 04/26/1994 |
| Drum Rotor For An Impulse Steam Turbine Having Blades Mounted In Longitudinal Grooves, And An Impulse Steam Turbine Including Such A Motor | 5308227 | 05/03/1994 |
| Battery-Operated Male Organ Conditioning Appliance | 5421808 | 06/06/1995 |
| Apparatus And Method For Testing And Exercising Pelvic Muscles | 5554092 | 09/10/1996 |
| Pumpless Vacuum Generation For Augmenting Male Potency | 5624378 | 04/29/1997 |
| Penile Cincture Band Loading Apparatus And Method | 5643290 | 07/01/1997 |
| Vessel Occlusive Apparatus And Method | 5704893 | 01/06/1998 |
| Method And Apparatus For Testing And Exercising Pelvic Muscles | 6068581 | 05/30/2000 |

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| Vessel Occlusive Apparatus And Method | 6074341 | 06/13/2000 |
| Powered External Vacuum Appliance For The Treatment Of Impotence | 6248059 | 06/19/2001 |
| A Male Erecton Sustainer | D317504 | 06/11/1991 |
| A Male Erection Sustainer | D317505 | 06/11/1991 |
| Penile Erection Pump | D330081 | 10/06/1992 |
| Male Organ Conditioning Appliance | D343454 | 01/18/1994 |
| Male Organ Conditioning Appliance | D343455 | 01/18/1994 |
| Elastic Cincture Band Expansion Device For The Treatment Of Impotence | D385629 | 10/28/1997 |
| Powdered External Vacuum Applicable For The Treatment Of Impotence | D398998 | 09/29/1998 |
| Powered External Vacuum Appliance For The Treatment Of Impotence | D420740 | 02/15/2000 |
| Powered External Vacuum Appliance For The Treatment Of Impotence | D421652 | 03/14/2000 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| OSBON | 2708950 | 04/22/2003 |
| Design (ESTEEM) | 2380078 | 08/22/2000 |
| Design (ESTEEM) | 2309993 | 01/18/2000 |
| EASY ACTION (registered) | 2133099 | 01/27/1998 |
| INJECAID (canceled) | 2120172 | 12/09/1997 |
| ESTEEM | 2034551 | 02/28/1997 |
| JULIAN'S OF JONES STREET (canceled) | 1803506 | 11/09/1993 |
| COMFORT PLUS (canceled) | 1833260 | 04/26/1994 |
| ERECTEK (canceled) | 1892617 | 05/02/1995 |
| STAYEREC (canceled) | 1652989 | 08/06/1991 |
| Design only (canceled) | 1584506 | 02/27/1990 |
| OSBON MEDICAL SYSTEMS & Design (canceled) | 1618612 | 10/23/1990 |
| ERECAID | 1,581,349 | 02/06/1990 |
| URO-CENTER (canceled) | 1375193 | 12/10/1985 |
| OMNIPHASE (canceled) | 1368804 | 11/05/1985 |
| ERECAID SYSTEM | 1,349,120 | 07/16/1985 |
| RIGISCAN | 1,320,535 | 02/19/1985 |
| Design only (abandoned) | 75/111900 | 05/30/1996 |