

04-15-2008

U.S. DEPARTMENT OF COMMERCE
and States Patent and Trademark Office

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



REC
T

103496843

80-11-08

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AMPLE MEDICAL, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 3/28/08

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Venture Lending & Leasing IV, Inc. and Internal

Address: Venture Lending & Leasing V, Inc.

Street Address: 2010 North First Street

City: San Jose

State: California

Country: US Zip: 95131

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
771420704; 771420716

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Russell D. Pollock, Esq.

Internal Address: _____

Street Address: Four Embarcadero Center, Suite 4000

City: San Francisco

State: California Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

04/14/2008 MJAMA1 00000060 77420704
01 FC:8321
02 FC:8322

9. Signature:

Signature

Jeffrey T. Klugman

Name of Person Signing

4/9/08

Date

Total number of pages including cover sheet, attachments, and document:

13

40.00 OP
25.00 OP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of March 28, 2008, by and between AMPLE MEDICAL, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC. ("VLL4") and VENTURE LENDING & LEASING V, INC. ("VLL5"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

RECITALS

A. Pursuant to a Loan and Security Agreement (the "Loan Agreement") and Supplement thereto (the "Supplement"), both of even date herewith between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of

the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations, and (iii) any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;**

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A,

B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL4, on the one hand, and Grantor and VLL5, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL4 and VLL5. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL4 and VLL5, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL4 and VLL5, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL4 and/or VLL5 independently of one another. The security interests granted by Grantor to each of VLL4 and VLL5 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

Remainder of this page intentionally left blank; signature page follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

AMPLE MEDICAL, INC.

1153 Triton Drive, Suite B
Foster City, CA 94404
Attn: _____

By: _____

Name: _____

Its: _____

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

By: _____

Name: _____

Its: _____

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

By: _____

Name: _____

Its: _____

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Description

Registration/Serial Number

Registration/Application Date

See attachment hereto

Docket #	Country	Full Title	Serial #	Filed	Status	Issue #	Issued
9542.18424	US	Methods and Devices for Heart Valve Treatments	09/656,617	9/20/2000	Issued	6,893,459	5/17/2005
9542.18424-DIV	US	Heart Valve Annulus Device and Method of Using Same	11/104,253	4/12/2005	Pending		
9542.18426-CON	US	Methods and Devices for Heart Valve Treatments	10/695,433	10/28/2003	Issued	7,291,168	11/6/2007
9542.18426-CON DIV	US	Methods and Devices for Heart Valve Treatments	11/977,493	10/25/2007	Pending		
9542.18426-PCT AU	AU	Methods and Devices for Heart Valve Treatments	2002362442	10/1/2002	Pending		
9542.18426-PCT CA	CA	Methods and Devices for Heart Valve Treatments	2455444	10/1/2002	Pending		
9542.18426-PCT CN	CN	Methods and Devices for Heart Valve Treatments	2819476	10/1/2002	Issued	ZL02819475.6	8/29/2007
9542.18426-PCT CN DIV	CN	Methods and Devices for Heart Valve Treatments	200710127155	7/4/2007	Pending		
9542.18426-PCT CN HK	HK	Methods and Devices for Heart Valve Treatments	5107461	8/25/2005	Issued	HK1073423	11/2/2007
9542.18426-PCT EP	EP	Methods and Devices for Heart Valve Treatments	2800431	10/1/2002	Pending		
9542.18426-PCT JP	JP	Methods and Devices for Heart Valve Treatments	2003-531900	10/1/2002	Pending		
9542.18427-FOR	US	Devices, Systems, and Methods for Retaining a Native Heart Valve Leaflet	10/676,729	10/1/2003	Pending		
9542.18428-CIP 1	US	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	10/846,850	5/14/2004	Pending		
9542.18428-CIP 1 DIV	US	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	11/980,838	10/31/2007	Pending		
9542.18428-CIP 1 PCT AU	AU	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	2005244782	4/29/2005	Pending		
9542.18428-CIP 1 PCT CA	CA	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	2563049	4/29/2005	Pending		
9542.18428-CIP 1 PCT CN	CN	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	200580015509	4/29/2005	Pending		
9542.18428-CIP 1 PCT EP	EP	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	5742354	4/29/2005	Pending		
9542.18428-CIP 1 PCT EP HK	HK	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	7108558	8/6/2007	Pending		
9542.18428-CIP 1 PCT JP	JP	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	2007-513186	4/28/2005	Pending		
9542.18428-CIP 2	US	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	10/894,433	7/19/2004	Pending		
9542.18428-CIP 2 PCT AU	AU	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	2005275509	6/20/2005	Pending		
9542.18428-CIP 2 PCT CA	CA	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	2573756	6/20/2005	Pending		
9542.18428-CIP 2 PCT CN	CN	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	200580024329	6/20/2005	Pending		
9542.18428-CIP 2 PCT EP	EP	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	5766840	6/20/2005	Pending		

TRADEMARK

REEL: 003761 FRAME: 0394

Docket #	Country	Full Title	Serial #	Filed	Status	Issue #	Issued
9542.18428-CIP 2 PCT EP HK	HK	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus			Pending		
9542.18428-CIP 2 PCT JP	JP	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	2007-522510	6/20/2005	Pending		
9542.18428-FOR	US	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	10/677,104	10/1/2003	Pending		
9542.18428-PCT AU	AU	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	2003277116	10/1/2003	Pending		
9542.18428-PCT CA	CA	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	2498030	10/1/2003	Pending		
9542.18428-PCT CN	CN	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	200380100834	10/1/2003	Pending		
9542.18428-PCT EP	EP	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	3799343	10/1/2003	Pending		
9542.18428-PCT EP HK	HK	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	6102077	2/17/2006	Pending		
9542.18428-PCT JP	JP	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	2004-541902	10/1/2003	Pending		
9542.18429-FOR	US	Devices, Systems, and Methods for Supplementing, Repairing, or Replacing a Native Heart Valve Leaflet	10/676,815	10/1/2003	Allowed		
9542.18429-FOR DIV	US	Devices, Systems, and Methods for Supplementing, Repairing, or Replacing a Native Heart Valve Leaflet	11/981,025	10/31/2007	Pending		
9542.18685-PCT US	US	Atrioventricular Valve Annulus Repair Systems and Methods including Retro-Chordal Anchors	11/664,545		Pending		
9542.18725-A CIP	US	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	11/089,940	3/25/2005	Pending		
9542.18725-ABC CIP (2)	US	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	11/389,819	3/27/2006	Pending		
9542.18725-ABC CIP (2) PCT AU	AU	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	2006230087	3/27/2006	Pending		
9542.18725-ABC CIP (2) PCT CA	CA	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	2602942	3/27/2006	Pending		
9542.18725-ABC CIP (2) PCT CN	CN	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	200680018390	3/27/2006	Pending		
9542.18725-ABC CIP (2) PCT EP	EP	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	6748730	3/27/2006	Pending		
9542.18725-ABC CIP (2) PCT JP	JP	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus	2008-503280	3/27/2006	Pending		
9542.18725-B CIP	US	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus, Including the Use of Magnetic Tools	11/089,939	3/25/2005	Pending		

Docket #	Country	Full Title	Serial #	Filed	Status	Issue #	Issued
9542.18725-B CIP CIP	US	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus, Including the Use of Magnetic Tools	11/903,472	9/21/2007	Pending		
9542.18725-C CIP	US	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus, Including the Use of a Bridge Implant	11/089,949	3/25/2005	Pending		
9542.18725-C CIP CIP A	US	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus, Including the Use of an Adjustable Bridge Implant System	11/255,529	10/21/2005	Pending		
9542.18725-C CIP AB PCT AU	AU	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus, Including the Use of an Adjustable Bridge Implant System	2006230086	3/27/2006	Pending		
9542.18725-C CIP CIP AB PCT CA	CA	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus, Including the Use of an Adjustable Bridge Implant System	2601818	3/27/2006	Pending		
9542.18725-C CIP CIP AB PCT CN	CN	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus, Including the Use of an Adjustable Bridge Implant System	200680018391	3/27/2006	Pending		
9542.18725-C CIP CIP AB PCT EP	EP	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus, Including the Use of an Adjustable Bridge Implant System	6748728	3/27/2006	Pending		
9542.18725-C CIP CIP AB PCT JP	JP	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus, Including the Use of an Adjustable Bridge Implant System	2008-503279	3/27/2006	Pending		
9542.18725-C CIP CIP B	US	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus, Including the Use of a Bridge Implant Having an Adjustable Bridge Stop	11/255,663	10/21/2005	Pending		
9542.18725-C CIP CIP CIP	US	Devices, Systems, and Methods for Reshaping a Heart Valve Annulus, Including the Use of an Adjustable Bridge Implant Having an Adjustable Bridge Stop	11/903,407	9/21/2007	Pending		

EXHIBIT C

Trademarks

Description

Registration/Application Number

Registration/Application Date

See attachment hereto

Ample Medical, Inc.
Trademark Status

Trademark	Class	Docket #	Status	Serial #	Filed
PS3 (superscript 3)	10, 41, 42	9542.20372	Pending	77/420,704	3/13/2008
MAGNECATH	10, 41, 42	9542.20373	Pending	77/420,716	3/13/2008