

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
RUBICOR MEDICAL, INC.		04/21/2008	CORPORATION:

RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	75 EAST TRIMBLE ROAD
Internal Address:	M/C 4770
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION:
Name:	OXFORD FINANCE CORPORATION
Street Address:	133 N. FAIRFAX STREET
City:	ALEXANDRIA
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78473406	ENCAPSULE STEREO
Serial Number:	78436998	ENCAPSULE XTRA
Serial Number:	78241249	ENCAPSULE PRECISE
Serial Number:	78201741	ENCAPSULE
Serial Number:	77112734	PHANTOM
Serial Number:	77112726	FLASH
Serial Number:	77112744	HALO

CH \$240.00 78473406

Serial Number:	77112755	FIREFLY
Serial Number:	75802410	RUBICOR

CORRESPONDENCE DATA

Fax Number: (858)638-5033
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8586386733
Email: karen.johanson@dlapiper.com
Correspondent Name: DLA PIPER US LLP
Address Line 1: 4365 EXECUTIVE DR., SUITE 1100
Address Line 2: ATTN: KAREN JOHANSON
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	329034-291
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	04/21/2008

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 21, 2008 by and among COMERICA BANK ("Bank"), OXFORD FINANCE CORPORATION ("Oxford"; collectively with Bank, the "Lenders" and each individually, a "Lender") and RUBICOR MEDICAL, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lenders have 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 that certain Loan and Security Agreement by and between Lenders and Grantor dated as June 29, 2007 (as the same may be amended, modified or supplemented from time to time, including by that certain Third Amendment to Loan and Security Agreement dated as of even date herewith, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and any Lender, Grantor grants and pledges to Lenders a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lenders under the Loan Agreement. The rights and remedies of Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lenders as a matter of law or equity. Each right, power and remedy of Lenders provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lenders of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lenders, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

600 Chesapeake Drive
Redwood City, CA 94063
Attn: Chief Executive Officer

GRANTOR:

RUBICOR MEDICAL, INC.

By: 

Title: Chairman

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

LENDERS:

COMERICA BANK

By: _____

Title: _____

Address of Oxford:

133 N. Fairfax Street
Alexandria, VA 22314
Attn: Tim A. Lex, Chief Operating Officer

OXFORD FINANCE CORPORATION

By: _____

Title: _____

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Attn: Chief Executive Officer

GRANTOR:

RUBICOR MEDICAL, INC.

By: _____

Title: _____

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

LENDERS:

COMERICA BANK

By: _____ 

Title: Vice President

OXFORD FINANCE CORPORATION

Address of Oxford:

133 N. Fairfax Street
Alexandria, VA 22314
Attn: Tim A. Lex, Chief Operating Officer

By: _____

Title: _____

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Attn: Manager

Address of Oxford:

133 N. Fairfax Street
Alexandria, VA 22314
Attn: Tim A. Lex, Chief Operating Officer

GRANTOR:

RUBICOR MEDICAL, INC.

By: _____

Title: _____

LENDERS:

COMERICA BANK

By: _____

Title: _____

OXFORD FINANCE CORPORATION

By: TAZ

Title: COO

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Methods and devices for radiofrequency electrosurgery	09732848	12/7/00
Breast stabilizers having an open lattice structure and imaging methods using same	10155704	5/22/02
Methods and devices for cutting and collecting soft tissue	10189277	7/3/02
Post-biopsy cavity treatment (sic) implants and methods	10627960	7/25/03
Post-biopsy cavity treatment implants and methods	10688289	10/16/03
Methods and systems for in situ tissue marking and orientation stabilization	10871790	6/17/04
Devices and methods for performing procedures on a breast	10923511	8/20/04
Short term post surgical cavity treatment devices and methods	10934191	9/3/04
Excisional biopsy devices and methods	11045006	1/26/05
Devices and methods for performing procedures on a breast	11145808	6/6/05
Excisional biopsy devices and methods	6022362	2/08/00
Fine needle and core biopsy devices and methods	6086543	7/11/00
Breast stabilization devices and imaging and interventional methods using the same	6122542	9/19/00
Breast stabilization devices and methods	6146377	11/14/00
Imaging and interventional methods for an uncompressed breast	6304770	10/16/01
Excisional biopsy devices and methods	6423081	7/23/02
Excisional biopsy devices and methods	6440147	8/27/02
Excisional biopsy devices and methods	6689145	2/10/04
Excisional biopsy devices and methods	6702831	3/9/04
Excisional biopsy devices and methods	6764495	7/20/04
Methods and systems for in situ tissue marking and orientation stabilization	6780179	8/24/04
Automotive rail/frame energy management system	6793274	9/21/04
Excisional biopsy device and methods	6849080	2/1/05
Excisional biopsy devices and methods	6863676	3/8/05
Devices and methods for performing procedures on a breast	6936014	8/30/05
Excisional devices having selective cutting and atraumatic configurations and methods of using same	7029451	4/18/06

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Methods and devices for cutting and collecting soft tissue	7044956	5/16/06
Methods and devices for cutting and collecting soft tissue	7122011	10/17/06
Methods and devices for radiofrequency electrosurgery	7198626	4/3/07
Excisional biopsy devices and methods	7303531	12/4/07
Suction sleeve and interventional devices having such a suction sleeve	7329253	2/12/08
Methods and devices for removing tissue from a patient	11099985	4/5/05
Methods and devices for removing tissue from a patient and placing a marker in the patient	11245998	10/6/05
Methods and systems for marking post biopsy cavity sites	11673510	2/9/07

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ENCAPSULE STEREO	78473406	8/25/04
EnCapsule Xtra	78436998	6/17/04
ENCAPSULE PRECISE	78241249	4/23/03
ENCAPSULE	78201741	1/9/03
PHANTOM	77112734	2/21/07
FLASH	7711726	2/21/07
HALO	77112744	2/21/07
FIREFLY	77112755	2/21/07
RUBICOR	75802410	9/16/99