

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
Focus Surgery, Inc.		07/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Takai Hospital Supply Co., Ltd.		
Street Address:	No. 31-25, Yushima 2-chome		
City:	Bunkyo-ku, Tokyo		
State/Country:	JAPAN		
Postal Code:	113-0034		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2948572	HIFU-RIM	
Registration Number:	2714371	SIMUL-PLAN	
CORRESPONDENCE DATA			
Fax Number:	(213)896-2450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2138962486		
Email:	bridget.mccarthy@hklaw.com		
Correspondent Name:	Bridget McCarthy		
Address Line 1:	633 West Fifth Street, Suite 2100		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
DOMESTIC REPRESENTATIVE			
Name:	Bridget McCarthy, Esq.		
Address Line 1:	633 West Fifth Street, Suite 2100		
Address Line 4:	Los Angeles, CALIFORNIA 90071		

OP \$65.00 2948572

NAME OF SUBMITTER:	Ansley E. Shaw
Signature:	/Ansley E. Shaw/
Date:	07/21/2008
Total Attachments: 5 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif source=Security Agreement#page7.tif	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into effective as of this 1st day of July, 2008, by and among USHIFU, LLC ("USHIFU"), FOCUS SURGERY, INC. ("Focus," and together with USHIFU, the "Grantors" and each a "Grantor") and TAKAI HOSPITAL SUPPLY CO., LTD. (the "Grantee").

WITNESSETH:

WHEREAS, the Grantors are indebted to the Grantee in the principal amount of One Million Two Hundred Seventy Two Thousand Fifty Four and 08/100 US Dollars (\$1,272,054.08), plus applicable interest, as evidenced by that certain Secured Promissory Note (the "Note") of even date herewith, executed by the Grantors in favor of the Grantee; and

WHEREAS, in order to secure performance of the Note, the Grantee has required of each of the Grantors and each of the Grantors has agreed to grant a security interest in certain Collateral (as defined in Section 2 below);

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants contained herein, the parties hereto agree as follows:

1. Security Agreement. This Agreement shall be construed and interpreted in accordance with Article 9 of the Uniform Commercial Code, as adopted and amended from time to time, and in effect under the laws of the State of Indiana (the "UCC"), as a "security agreement" as defined in the UCC.

2. Grant of Security Interest. To secure payment of all present and future indebtedness of Grantors to Grantee as evidenced by the Note, each of the Grantors hereby grants to the Grantee a security interest in all of such Grantor's right, title and interest in and to the following property, whether now owned or hereafter acquired (all of the following assets of the Grantors listed in this Section 2 hereinafter collectively referred to as the "Collateral"):

(a) all equipment, furnishings, inventory, raw materials, component parts, work in process, spare parts and all other tangible items and property in any form, wherever located, now or hereafter existing, and all accessions thereto and products thereof and documents therefor;

(b) all present and future accounts, accounts receivable, receivables, royalties, contracts, contract rights, book debts, general intangibles, checks, notes, distributions and other forms of receivables and obligations of any type or nature due to such Grantor from any party, together with all proceeds thereof, all monies due and to become due thereon now or hereafter owed or held by or payable to such Grantor by or from any party, all contract rights, chattel paper, instruments, deposit accounts, general intangibles and other obligations of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing

or otherwise relating to any such accounts, contract rights, chattel paper, instruments, deposit accounts, general intangibles or obligations;

(c) all general intangibles, whether now existing or hereafter arising and wherever arising, including, but not limited to, all (i) permits, licenses, contract rights, franchises, certificates, records, customer lists, customer and supplier contracts, choses in action and other rights, privileges and goodwill obtained or used in connection therewith or any of the Collateral, (ii) tax refunds and other refunds or rights to receive payment from U.S. federal, state or local governments or foreign governments and (iii) all trade secrets, software, customer lists, trademarks, trade names, patents, copyrights, technology, processes and proprietary information;

(d) all books and records, whether in written, electronic or magnetic form; and

(e) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds that constitute property of the types described in clauses (a) - (c) of this Section 2) and, to the extent not otherwise included, all (i) payments under insurance or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral and (ii) cash.

3. Default. In the event that either of the Grantors defaults (i) in the performance of any of the terms of this Agreement and such default is not cured within thirty (30) days after written notice to the Grantors or (ii) in the payment or performance of any obligations under the Note within the time specified in the Note (each such default in performance or payment which is uncured, hereinafter a "Default," and collectively "Defaults"), then, with respect to each such Default, the Grantee shall have the rights and remedies provided in the UCC on the date of this Agreement.

4. Authorization to Sign on Grantor's Behalf. Each of the Grantors hereby irrevocably makes, constitutes and appoints the Grantee and any of the Grantee's properly designated officers, employees or agents as true and lawful attorneys of such Grantor with power solely to file and, if necessary, sign the name of such Grantor, on any financing statement, renewal financing statement, notice or any similar document that, in the Grantee's reasonable opinion, must be filed in order to perfect or continue the perfection of the security interest granted under this Agreement. This power, being coupled with an interest, is irrevocable until the Note has been paid in full or otherwise satisfied in accordance with its terms.

5. Payment/Satisfaction of Note. Upon payment of the entire outstanding principal balance and accrued interest due under the Note, the term of this Agreement shall expire, and the Grantee shall deliver and/or transfer to each of the Grantors all rights received by the Grantee hereunder with respect to the Collateral.

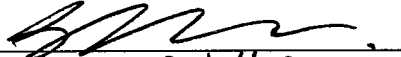
6. Grantor Representations. Each of the Grantors represents and warrants as follows:

(a) The undersigned is authorized to execute this Agreement on behalf of such Grantor.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the effective date and year first above written.

GRANTORS:

USHIFU, LLC

By: 
Name: Stephen Packett Jr.
Title: CEO

FOCUS SURGERY, INC.

By: _____
Name: _____
Title: _____

GRANTEE:

TAKAI HOSPITAL SUPPLY CO., LTD.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the effective date and year first above written.

GRANTORS:

USHIFU, LLC

By: _____
Name: _____
Title: _____

FOCUS SURGERY, INC.

By: Narendra T. Sanghvi
Name: NARENDRA T. SANGHVI
Title: President & CEO

GRANTEE:

TAKAI HOSPITAL SUPPLY CO., LTD.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the effective date and year first above written.

GRANTORS:

USHIFU, LLC

By: _____
Name: _____
Title: _____

FOCUS SURGERY, INC.

By: _____
Name: _____
Title: _____

GRANTEE:

TAKAI HOSPITAL SUPPLY CO., LTD.

By: Kazuo Takai
Name: KAZUO TAKAI
Title: president