

10-08-2008

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



RE

103528692

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

80-C-01

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| <p>1. Name of conveying party(ies): Sanarus Medical Incorporated</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input type="checkbox"/> No</p> <p>Name: <u>Horizon Technology Funding Company LLC</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>76 Batterson Park Road</u></p> <p>City: <u>Farmington</u></p> <p>State: <u>Connecticut</u></p> <p>Country: <u>USA</u> Zip: <u>06032</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship <u>Delaware</u> <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC</u> Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p> |
| <p>3. Nature of conveyance)/Execution Date(s) :</p> <p>Execution Date(s) <u>June 19, 2008</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> | |

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| <p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> | |
| <p>A. Trademark Application No.(s) <u>77186,915 771430,957</u></p> | <p>B. Trademark Registration No.(s) <u>2847642 2847641 2751327 2750244 2837181 2899307 3024509 3216504 3214148 3295500</u></p> <p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |

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

| | |
|---|--|
| <p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>John C. Bombara</u></p> <p>Internal Address: <u>Horizon Technology Finance, LLC</u></p> <p>Street Address: <u>76 Batterson Park Road</u></p> <p>City: <u>Farmington</u></p> <p>State: <u>Connecticut</u> Zip: <u>06032</u></p> <p>Phone Number: <u>860-676-8657</u></p> <p>Fax Number: <u>860-676-8655</u></p> <p>Email Address: <u>jay@horizontechfinance.com</u></p> | <p>6. Total number of applications and registrations involved: <input type="text" value="12"/></p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p> |
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9. Signature: [Signature] Signature

John C. Bombara Name of Person Signing

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

CONFERENCE
10/07/2008 7:11:07

10/07/2008 BYRNE 00000038 77186915
40.00 OP
275.00 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

GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 19, 2008, is executed by SANARUS MEDICAL INCORPORATED, a Delaware corporation with an address of 4696 Willow Road, Pleasanton, California 94588 ("Debtor"), in favor of HORIZON TECHNOLOGY FUNDING COMPANY LLC, a Delaware limited liability company with an address of 76 Batterson Park Road, Farmington, Connecticut 06032 ("Secured Party"). Capitalized terms used but not defined herein shall have the respective meanings given such terms in the Loan Amendment Agreement (defined below).

A. Pursuant to a certain Amendment of Venture Loan and Security Agreement, dated as of the date hereof (the "Loan Amendment Agreement"), by and between Debtor and the Secured Party, the Secured Party has consented to Debtor incurring additional debt pursuant to a certain Bridge Agreement and in return, Debtor has agreed to grant Secured Party a lien on Debtor's Intellectual Property;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedule A annexed hereto as part hereof (collectively, the "Trademarks");

C. Pursuant to a certain Venture Loan and Security Agreement dated as of June 28, 2006 by and between Debtor and Secured Party, as amended by the Loan Amendment Agreement (collectively, the "Loan Agreement"), Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Loan Agreement);


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Amendment Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

SANARUS MEDICAL INCORPORATED

By: 
Name: John Howe
Title: President & CEO

SCHEDULE A

718610 v4/HN

TRADEMARK
REEL: 003867 FRAME: 0951

**Sanarus Medical
Trademark Status**

| Docket # | Class | Filing Date | Serial No. | Reg. No./Comments |
|------------|--|-------------|------------|----------------------------------|
| 403.17 | SANARUS MEDICAL, INC. (word mark) | 8/2/99 | 75/765,840 | Reg. No. 2,847,642; 6/1/2004 |
| 403.19 AU | NEOCURE (wordmark) | 2/2/00 | 821912 | NOT IN USE |
| 403.21 | SANARUS (wordmark) | 8/2/99 | 75/765,831 | Reg. No. 2,847,641 |
| 403.21 AU | SANARUS (wordmark) | 2/2/00 | 821911 | Reg. No. 821911 |
| 403.21 BR | SANARUS (word mark) | 2/2/00 | 822428300 | Reg. No. 822418300 |
| 403.21 CA | SANARUS (wordmark) | 2/1/00 | 1044598 | Reg. No. 656334 |
| 403.21 RPO | SANARUS (wordmark) | 2/1/00 | 001485069 | Registered on 3/15/01 |
| 403.21 JP | SANARUS (wordmark) | 2/2/00 | 2000-7509 | Reg. No. 44308070 |
| 408.03 | VISIBLE DIFFERENCE IN BREASTCARE (wordmark) | 4/13/01 | 78/058,412 | Reg. No. 2,751,327 |
| 408.05 | CENTRICA | 9/21/01 | 78/080,327 | Reg. No. 2,750,244 |
| 408.06 | VISICA | 8/21/01 | 78/080,323 | Reg. No. 2,837,181; 4/27/2004 |
| 408.09 | CIRCLE OF CARE (logo) | 5/7/02 | 79/126,992 | Reg. No. 2,899,307; 11/2/2004 |
| 408.12 | CASSI (word mark) | 12/2/03 | 78/335,271 | Reg. No. 3,024,509; 12/6/2005 |
| 408.16 | CASSI II | 7/7/05 | 78/665,600 | Reg. No. 3,216,504; 3/6/2007 |

| Docket # | Title | Filing Date | Serial No. | Deadlines/Comments |
|----------|----------------------------|-------------|------------|--------------------------------------|
| 408.17 | VISICA ICE | 12/8/05 | 78/763,234 | Req. No. 3,714,748; 2/27/07 |
| 408.19 | IMARC | 2/28/06 | 78/825,117 | Req. No. 3295500 9/18/2007 |
| 408.20 | CRYO HALO | 5/22/07 | 77/186,915 | Published for Opposition 5/6/2008 |
| 408.21 | STICK FREEZE TECHNOLOGY | 3/25/08 | 77/430,957 | |