

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INTRAOP MEDICAL CORPORATION		09/30/2008	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LACUNA VENTURE FUND LLLP, AS AGENT		
<b>Street Address:</b>	1100 Spruce Street		
<b>Internal Address:</b>	Suite 202		
<b>City:</b>	Boulder		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80302		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2432157	MOBETRON	
Registration Number:	2526210	INTRAOP MEDICAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)849-7400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6508435381		
<b>Email:</b>	dsanchezbentz@cooley.com		
<b>Correspondent Name:</b>	Diana Sanchez Bentz		
<b>Address Line 1:</b>	Cooley Godward Kronish LLP		
<b>Address Line 2:</b>	5 Palo Alto Square, 3000 El Camino Real		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	307441-100		
<b>NAME OF SUBMITTER:</b>	Diana Sanchez Bentz		

CH \$65.00 2432157

Signature:	/dsb4232/
Date:	11/14/2008
<b>Total Attachments: 7</b> source=Intraop Medical Corporation IPSA#page1.tif source=Intraop Medical Corporation IPSA#page2.tif source=Intraop Medical Corporation IPSA#page3.tif source=Intraop Medical Corporation IPSA#page4.tif source=Intraop Medical Corporation IPSA#page5.tif source=Intraop Medical Corporation IPSA#page6.tif source=Intraop Medical Corporation IPSA#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of September 30, 2008 by and between **INTRAOP MEDICAL CORPORATION**, a Nevada corporation (“**GRANTOR**”), and the secured parties listed on the signature page hereof (each, a “**SECURED PARTY**”).

### RECITALS

**A.** Each Secured Party has made and may in the future make certain advances of money to Grantor (the “*Loans*”) in the amounts and manner set forth in those certain 10% Senior Secured Debentures due December 31, 2008 executed by Grantor in favor of each Secured Party (collectively, as the same may be amended, modified or supplemented from time to time, the “*Debentures*”) and that certain Debenture Purchase Agreement, of even date hereof, by and between Grantor and each Secured Party (as the same may be amended, modified or supplemented from time to time, the “*Purchase Agreement*”). Each Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to each Secured Party a security interest in certain Intellectual Property to secure the obligations of Grantor under the Debentures and Purchase Agreement.

**B.** Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and each Secured Party (as the same may be amended, modified or supplemented from time to time, the “*Security Agreement*”), Grantor has granted to each Secured Party a security interest in all of Grantor’s right, title and interest in, to or under all of the Grantor’s assets.

### AGREEMENT

**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 Debentures, Purchase Agreement and Security Agreement (collectively, the “*Transaction Documents*”), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Transaction Documents, Grantor grants and pledges to each Secured Party a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (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 each Secured Party under the Security Agreement. The rights and remedies of each Secured Party with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Transaction Documents, and those which are now or hereafter available to each Secured Party as a matter of law or equity. Each right, power and remedy of each Secured Party provided for herein or in the

Security Agreement or any of the Transaction 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 each Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including each Secured Party, 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.

*[Signature pages follow.]*

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.

**GRANTOR:**

**INTRAOP MEDICAL CORPORATION**

By: 

Print Name: HOWARD SOLOVET

Title: CFO

**SECURED PARTIES:**


**LACUNA VENTURE FUND LLLP**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

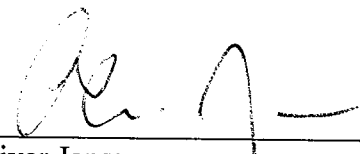
**E.U. Capital Venture, Inc.**

By: 

Name: HANS MORKNER

Title: MANAGING DIRECTOR

**Encyclopedia Equipment LLC**

By: 

Name: Oliver Janssen

Title: Member

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.

**GRANTOR:**

**INTRAOPT MEDICAL CORPORATION**

By: 

Print Name: HOWARD SOLOMON

Title: CFO

**SECURED PARTIES:**

**LACUNA VENTURE FUND LLLP**

By: 

Print Name: WINK JONES

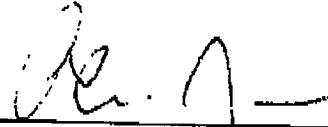
Title: partner

**E.U. Capital Venture, Inc.**

By: \_\_\_\_\_  
Name:

Title:

**Encyclopedia Equipment LLC**

By: 

Name: Oliver Janssen

Title: Member

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
None.		

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
Intraoperative Electron Beam Therapy System & Facility	5,321,271	6/14/94
Intraoperative Electron Beam Therapy System & Facility	5,418,372	5/23/95
Microwave Power Control Apparatus For Linear	5,661,377	8/26/97
Laser Soft Docking System for Medical Treatment System	6,078,036	6/20/00



**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
Mobetron	2,432,157	2/27/01
Intraop Medical	2,526,210	1/1/02