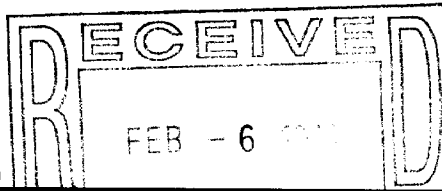


02-10-2009



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

08)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**



103547579

Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

IBALANCE 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) 12/19/08

- 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: CA

Country: US Zip: 95131

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

Citizenship _____
Citizenship _____
Citizenship _____
Citizenship Maryland
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)

78/453843; 78/742414; 78/742452; 78/888703; 78/888718; 78/888728; 78/888738; 78/888744; 78/951181; 77/070241

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: Jeffrey T. Klugman

Internal Address: _____

Street Address: 4 Embarcadero Center, Suite 4000

City: San Francisco

State: CA Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: _____

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/09/2009 DEBYRNE 00000078 78453843

Deposit Account Number _____

Authorized User Name _____

40.00 OP
225.00 OP

9. Signature:

Signature

2/4/09

Date

Jeffrey T. Klugman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 25

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

**TRADEMARK
REEL: 003934 FRAME: 0791**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of December 19, 2008, by and between IBALANCE 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 that certain Loan and Security Agreement dated as of March 9, 2007, as amended by an Amendment No. 1 to Loan Documents of even date herewith, between Grantor, as borrower, and each of VLL4 and VLL5, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has made certain advances of money and extended 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 continue to extend such financial accommodations 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 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,

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 (for the avoidance of doubt, "Collateral" does not include licensed Intellectual Property, but rather Grantor's rights under the license to the extent permitted);

(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 is now the sole owner of 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;

(c) To its knowledge, 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 any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of 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) With respect to Trademarks, Patents and Copyrights constituting Collateral that Grantor's management determines in its sole but reasonable commercial judgment are material to Grantor's businesses, Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of such Trademarks, Patents and Copyrights (ii) detect infringements of such Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any such 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; and

(f) Except with respect to such intellectual property rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect Grantor's business interests, 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) within a reasonable period of time after the acquisition of any such intellectual property rights, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). 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.

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 reasonably 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 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 materially 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

[Signature page to Intellectual Property-Security Agreement]

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

Address of Grantor:

4900 Naudlus Court, Suite 100
Boulder, CO 80301
Attn: Chief Financial Officer

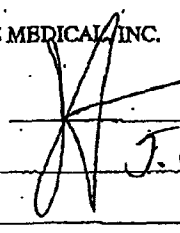
GRANTOR:

IBALANCE MEDICAL, INC.

By:

Name:

Its:



J. Michael Egan

CEO

Address of Secured Party:

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

SECURED PARTY:

VENTURE LENDING & LEASING IV, INC.

By: _____

Name: _____

Its: _____

Address of Secured Party:

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

SECURED PARTY:

VENTURE LENDING & LEASING V, INC.

By: _____

Name: _____

Its: _____

46108/008
JTK/355418.1

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

GRANTOR:

Address of Grantor:

4900 Nautilus Court, Suite 100
Boulder, CO 80301
Attn: Chief Financial Officer

IBALANCE MEDICAL, INC.

By: _____

Name: _____

Its: _____

SECURED PARTY:

Address of Secured Party:

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

VENTURE LENDING & LEASING IV, INC.

By:  _____

Name: Jay Cohan

Its: Vice President

SECURED PARTY:

Address of Secured Party:

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

VENTURE LENDING & LEASING V, INC.

By:  _____

Name: Jay Cohan

Its: Vice President

46109/0008
JTK/355418.1

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

46109/0008
JTK/355418.1

EXHIBIT B

Patents

See attachment

46109/0008
JTK/355418.1

TRADEMARK
REEL: 003934 FRAME: 0799

**iBalance Medical, Inc.
Patent Status Report
(12/18/2008)**

Docket No.	Title	Filing Date Serial No.	Patent Date Patent No.
NOVAK-1 PROV	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL TECHNIQUE	05/07/04 60/569,545	
NOVAK-010203 I	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL METHOD	01/31/05 11/047,159	
NOVAK-010203 SM	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL METHOD	01/31/05 11/047,551	
NOVAK-010203 PCT	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL METHOD	05/06/05 PCT/US05/15801	
NOVAK-010203 PCT AUSTRALIA	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL METHOD	05/06/05 2005278068	
NOVAK-010203 PCT CANADA	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL METHOD	05/06/05 2,565,798	
NOVAK-010203 PCT CHINA	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL METHOD	05/06/05 200580022425.1	
NOVAK-010203 PCT EUROPEAN	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL METHOD	05/06/05 05744622.1	

PANDISCIO & PANDISCIO, P.C.
470 Totten Pond Road • Waltham, Massachusetts 02451
Telephone (781) 290-0060 • Fax (781) 290-4840

313860 v1/CO

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REEL: 003934 FRAME: 0800**

NOVAK-010203 PCT JAPAN	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL METHOD	05/06/05 2007-511624	
NOVAK-2 PROV	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL TECHNIQUE	08/24/04 60/603,899	
NOVAK-3 PROV	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL TECHNIQUE	11/09/04 60/626,305	
NOVAK-4 PROV	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL METHOD	02/09/05 60/651,304	
NOVAK-4	MULTI-PART IMPLANT FOR OPEN WEDGE KNEE OSTEOTOMIES	02/09/06 11/352,103	
NOVAK-4 PCT	MULTI-PART IMPLANT FOR OPEN WEDGE KNEE OSTEOTOMIES	02/09/06 PCT/US06/04796	
NOVAK-4 PCT AUSTRALIA	MULTI-PART IMPLANT FOR OPEN WEDGE KNEE OSTEOTOMIES	02/09/06 2006213685	
NOVAK-4 PCT CANADA	MULTI-PART IMPLANT FOR OPEN WEDGE KNEE OSTEOTOMIES	02/09/06 2,597,228	
NOVAK-4 PCT CHINA	MULTI-PART IMPLANT FOR OPEN WEDGE KNEE OSTEOTOMIES	02/09/06 200680011516.X	

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NOVAK-4 PCT EUROPEAN	MULTI-PART IMPLANT FOR OPEN WEDGE KNEE OSTEOTOMIES	02/09/06 06734778.1	
NOVAK-4 PCT JAPAN	MULTI-PART IMPLANT FOR OPEN WEDGE KNEE OSTEOTOMIES	02/09/06 2007-554358	
NOVAK-5 PROV	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL METHOD	02/08/05 60/651,086	
NOVAK-5	METHOD AND APPARATUS FOR FORMING A WEDGE-LIKE OPENING IN A BONE FOR AN OPEN WEDGE OSTEOTOMY	02/08/06 11/350,333	
NOVAK-5 PCT	METHOD AND APPARATUS FOR FORMING A WEDGE-LIKE OPENING IN A BONE FOR AN OPEN WEDGE OSTEOTOMY	02/08/06 PCT/US06/04440	
NOVAK-5 PCT AUSTRALIA	METHOD AND APPARATUS FOR FORMING A WEDGE-LIKE OPENING IN A BONE FOR AN OPEN WEDGE OSTEOTOMY	02/08/06 2006213882	
NOVAK-5 PCT CANADA	METHOD AND APPARATUS FOR FORMING A WEDGE-LIKE OPENING IN A BONE FOR AN OPEN WEDGE OSTEOTOMY	02/08/06 2,597,220	

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313860 v1/CO

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REEL: 003934 FRAME: 0802

NOVAK-5 PCT CHINA	METHOD AND APPARATUS FOR FORMING A WEDGE-LIKE OPENING IN A BONE FOR AN OPEN WEDGE OSTEOTOMY	02/08/06 200680011301.8	
NOVAK-5 PCT EUROPEAN	METHOD AND APPARATUS FOR FORMING A WEDGE-LIKE OPENING IN A BONE FOR AN OPEN WEDGE OSTEOTOMY	02/08/06 06720495.8	
NOVAK-5 PCT JAPAN	METHOD AND APPARATUS FOR FORMING A WEDGE-LIKE OPENING IN A BONE FOR AN OPEN WEDGE OSTEOTOMY	02/08/06 2007-554340	
NOVAK-6 PROV	OPEN WEDGE OSTEOTOMY SYSTEM AND SURGICAL METHOD	04/01/05 60/667,401	
NOVAK-060708	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	04/03/06 11/396,490	
NOVAK- 060708PCT	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	04/03/06 PCT/US06/12172	
NOVAK-060708 PCT AUSTRALIA	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	04/03/06 2006232324	

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NOVAK-060708 PCT CANADA	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	04/03/06 2,603,400	
NOVAK-060708 PCT CHINA	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	04/03/06 200680019232.5	
NOVAK-060708 PCT EUROPEAN	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	04/03/06 06740328.7	
NOVAK-060708 PCT JAPAN	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	04/03/06 2008-504467	
NOVAK-7 PROV	DESCRIPTION OF A METHOD FOR OBTAINING AN ANTERIOR TO POSTERIOR (AP) SLOPE CORRECTION IN CONJUNCTION WITH A LATERAL TO MEDIAL (LM) CORRECTION USING HIGH TIBIAL OSTEOTOMY	11/10/05 60/736,135	
NOVAK-8 PROV	METHOD AND SYSTEM OF INSTRUMENTATION FOR PERFORMING AN OPENING WEDGE OSTEOTOMY	11/21/05 60/738,429	

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NOVAK-9 PROV	METHOD AND SYSTEM OF FIXATION FOR PERFORMING AN OPENING WEDGE OSTEOTOMY	12/01/05 60/741,313	
NOVAK-0910	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	12/01/06 11/607,321	
NOVAK-0910 PCT	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	12/01/06 PCT/US06/46118	
NOVAK-0910 PCT AUSTRALIA	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	12/01/06 2006320370	
NOVAK-0910 PCT CANADA	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	12/01/06 2,635,951	
NOVAK-0910 PCT CHINA	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	12/01/06 200680052171.2	
NOVAK-0910 PCT EUROPEAN	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	12/01/06 06844748.1	

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NOVAK-0910 PCT JAPAN	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	12/01/06 2008-543516	
NOVAK-10 PROV	METHOD AND SYSTEM OF FIXATION FOR PERFORMING AN OPENING WEDGE OSTEOTOMY	12/06/05 60/742,772	
NOVAK-11 PROV	METHOD AND SYSTEM OF FIXATION FOR PERFORMING AN OPENING WEDGE OSTEOTOMY	12/22/05 60/753,366	
NOVAK-11	METHOD AND APPARATUS FOR PERFORMING AN OPENING WEDGE, HIGH TIBIAL OSTEOTOMY	12/22/06 11/644,218	
NOVAK-11 PCT	METHOD AND APPARATUS FOR PERFORMING AN OPENING WEDGE, HIGH TIBIAL OSTEOTOMY	12/22/06 PCT/US06/49147	
NOVAK-12 PROV	JIGS & INSTRUMENTATI ON FOR PERFORMING MULTIDIRECTION AL TIBIAL TUBERCLE TRANSFERS	04/19/06 60/793,120	
NOVAK-1218	METHOD AND APPARATUS FOR PERFORMING MULTIDIRECTION AL TIBIAL TUBERCLE TRANSFERS	04/19/07 11/788,318	

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NOVAK-1218 PCT	METHOD AND APPARATUS FOR PERFORMING MULTIDIRECTIONAL TIBIAL TUBERCLE TRANSFERS	04/19/07 PCT/US07/09512	
NOVAK-13 PROV	METHOD AND SYSTEM OF FIXATION FOR PERFORMING AN OPENING WEDGE OSTEOTOMY	08/02/06 60/835,172	
NOVAK-1316D	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	08/02/07 11/888,719	
NOVAK-1316D PCT	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	08/02/07 PCT/US07/17303	
NOVAK-14 PROV	METHOD AND SYSTEM OF FIXATION FOR PERFORMING AN OPENING WEDGE OSTEOTOMY	08/03/06 60/835,269	
NOVAK-1415	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	08/01/07 11/888,506	
NOVAK-1415 PCT	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	08/01/07 PCT/US07/17155	

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Telephone (781) 290-0060 • Fax (781) 290-4840

NOVAK-15 PROV	BONE ANCHOR FOR FIXATION TO A DISTAL CORTICAL WALL THROUGH CANCELLOUS BONE	08/03/06 60/835,292	
NOVAK-16 PROV	OPEN WEDGE OSTEOTOMY SYSTEM	08/03/06 60/835,268	
NOVAK-16A	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	08/03/07 11/888,993	
NOVAK-16A PCT	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	08/03/07 PCT/US07/17318	
NOVAK-16B	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	08/03/07 11/890,129	
NOVAK-16B PCT	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	08/03/07 PCT/US07/17425	
NOVAK-16C	METHOD AND APPARATUS FOR PERFORMING A HIGH TIBIAL, DOME OSTEOTOMY	08/02/07 11/888,802	
NOVAK-16C PCT	METHOD AND APPARATUS FOR PERFORMING A HIGH TIBIAL, DOME OSTEOTOMY	08/02/07 PCT/US07/17273	

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NOVAK-17 PROV	KEYHOLE OSTEOTOMY SYSTEM	09/27/06 60/847,527	
NOVAK-1722	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	09/27/07 11/904,453	
NOVAK-1722 PCT	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	09/27/07 PCT/US07/20824	
NOVAK-18 PROV	METHOD FOR PERFORMING A TIBIAL TUBERCLE TRANSFER	09/27/06 60/847,501	
NOVAK-19 PROV	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	11/22/06 60/860,595	
NOVAK-19	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	11/21/07 11/986,444	
NOVAK-19 PCT	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	11/21/07 PCT/US07/24323	
NOVAK-20 PROV	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	11/30/06 60/861,869	

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NOVAK-20	METHOD AND APPARATUS FOR PERFORMING AND OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	11/30/07 11/998,473	
NOVAK-21 PROV	METHOD, INSTRUMENTATION AND FIXATION FOR LATERAL OPENING WEDGE OSTEOTOMY OF THE DISTAL FEMUR	12/01/06 60/872,116	
NOVAK-21	METHOD AND APPARATUS FOR PERFORMING AND OPEN WEDGE, LOW FEMORAL OSTEOTOMY	12/03/07 11/998,882	
NOVAK-21 PCT	METHOD AND APPARATUS FOR PERFORMING AND OPEN WEDGE, LOW FEMORAL OSTEOTOMY	12/03/07 PCT/US07/24748	
NOVAK-22 PROV	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE< HIGHT TIBIAL OSTEOTOMY	12/15/06 60/875,036	
NOVAK-23 PROV	A LATERAL OPENING WEDGE HIGH TIBIAL OSTEOTOMY SYSTEM	02/20/07 60/902,218	

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NOVAK-24 PROV	CONCOMITANT HIGH TIBIAL OSTEOTOMY WITH ACL, PCL AND/OR MINISCAL REPAIR UTILIZING THE AKRFX MEIDAL TIBIAL OSTEOTOMY SYSTEM	05/09/07 60/928,389	
NOVAK-24	METHOD AND APPARATUS FOR RECONSTRUCTIN G A LIGAMENT AND/OR REPAIRING CARTILAGE, AND FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	05/09/08 12/151,846	
NOVAK-24 PCT	METHOD AND APPARATUS FOR RECONSTRUCTIN G A LIGAMENT AND/OR REPAIRING CARTILAGE, AND FOR PERFORMING AN OPEN WEDGE, HIGH TIBIAL OSTEOTOMY	05/09/08 PCT/US08/05926	
NOVAK-25 PROV	DESCRIPTION OF A BONE FUSION IMPLANT AND VARIATIONS THEREOF	08/07/07 60/963,720	
NOVAK-25	METHOD AND APPARATUS FOR PERFORMING AN OPEN WEDGE OSTEOTOMY	08/07/08 12/188,058	

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NOVAK-26 PROV	METHOD AND APPARATUS FOR PERFORMING MULTIDIRECTIONAL TIBIAL TUBERCLE TRANSFERS	09/26/07 60/995,300	
NOVAK-26A PROV	METHOD AND APPARATUS FOR PERFORMING MULTIDIRECTIONAL TIBIAL TUBERCLE TRANSFERS	09/25/08 61/194,148	
NOVAK-27 PROV	OSTEOTOMY SYSTEM FOR REPOSITIONING OF THE SOCKET IN THE ANATOMIC BALL AND SOCKET JOINT	03/05/08 61/068,193	
NOVAK-28 PROV	HIP ACETABULAR SHELF IMPLANT SYSTEM FOR TREATMENT OF CHRONIC HIP DISLOCATION DUE TO SIGNIFICANT BONY UNCOVERING OF THE FEMORAL HEAD	05/12/08 61/127,344	
NOVAK-29 PROV	AXIAL KNEE REALIGNMENT (AKR) SYSTEM	10/21/08 61/196,852	

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TRADEMARK
REEL: 003934 FRAME: 0812

EXHIBIT C

Trademarks

See attachment

46109/0008
JTK/355418.1

**iBalance Medical, Inc.
Trademark Status Report
(12/18/08)**

Docket No.	Mark	Filing Date Serial No.	Registrat. Date Registrat. No.
NOVAK/TM-1	iBalance	07/21/04 78/453,843 ✓	
NOVAK/TM-1 AUSTRALIA	iBalance	04/28/06 1110771	12/05/06 1110771
NOVAK/TM-1 CANADA	iBalance	04/27/06 1300911	
NOVAK/TM-1 CHINA	iBalance	05/12/06 5344452	
NOVAK/TM-1 EUROPEAN	iBalance	06/12/06 005161146	05/03/07 005161146
NOVAK/TM-1 JAPAN	iBalance	04/28/06 40001/2006	
NOVAK/TM-2	i (stylized)	10/28/05 78/742,414 ✓	
NOVAK/TM-3	AKR	10/28/05 78/742,452 ✓	
NOVAK/TM-3 AUSTRALIA	AKR	10/28/05 1110773	08/21/06 1110773
NOVAK/TM-3 CANADA	AKR	10/28/05 1300910	
NOVAK/TM-3 CHINA	AKR	10/28/05 5322896	
NOVAK/TM-3 EUROPEAN	AKR	10/28/05 005082854	04/26/07 005082854
NOVAK/TM-3 JAPAN	AKR	10/28/05 40002/2006	11/24/06 5005835
NOVAK/TM-4	AKRFX	05/22/06 ✓ 78/888,703	
NOVAK/TM-5	AKRMX	05/22/06 ✓ 78/888,718	

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**TRADEMARK
REEL: 003934 FRAME: 0814**

NOVAK/TM-6	iFX	05/22/06 78/888,728 ✓	
NOVAK/TM-6 AUSTRALIA	iFX	05/22/06 1147321	04/02/07 1147321
NOVAK/TM-6 CANADA	iFX	05/22/06 1325721	
NOVAK/TM-6 CHINA	iFX	05/22/06 5737945	
NOVAK/TM-6 EUROPEAN	iFX	05/22/06 005503611	10/22/07 005503611
NOVAK/TM-6 JAPAN	iFX	05/22/06 108652/2006	04/06/07 5039103
NOVAK/TM-7	iMX	05/22/06 78/888,738 ✓	
NOVAK/TM-7 AUSTRALIA	iMX	05/22/06 1147323	08/01/08 1147323
NOVAK/TM-7 CANADA	iMX	05/22/06 1325722	
NOVAK/TM-7 CHINA	iMX	05/22/06 5737944	
NOVAK/TM-7 EUROPEAN	iMX	05/22/06 005505664	10/08/07 005505664
NOVAK/TM-7 JAPAN	iMX	05/22/06 108653/2006	
NOVAK/TM-8	iPEX	05/22/06 78/888,744 ✓	
NOVAK/TM-8 AUSTRALIA	iPEX	05/22/06 1147318	03/26/07 1147318
NOVAK/TM-8 CANADA	iPEX	05/22/06 1325723	
NOVAK/TM-8 CHINA	iPEX	05/22/06 5739589	

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REEL: 003934 FRAME: 0815

NOVAK/TM-8 EUROPEAN	iPEX	05/22/06 005504477	
NOVAK/TM-8 JAPAN	iPEX	05/22/06 108654/2006	
NOVAK/TM-9	T3	08/14/06 78/951,181✓	
NOVAK/TM-9 AUSTRALIA	T3	08/14/06 1157762	06/04/07 1157762
NOVAK/TM-9 CANADA	T3	08/14/06 1333739	
NOVAK/TM-9 CHINA	T3	08/14/06 5868131	
NOVAK/TM-9 EUROPEAN	T3	08/14/06 005687281	05/21/08 005687281
NOVAK/TM-9 JAPAN	T3	08/14/06 4968/2007	05/23/08 5135782
NOVAK/TM-10	IN ALIGNMENT WITH KNEE RESTORATION	12/22/06 77/070,241 ✓	

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