

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 |
|-------------------------------|----------|----------------|-----------------------|
| Heartscape Technologies, Inc. | | 03/25/2009 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|----------------------------|
| Name: | Silicon Valley Bank, Agent |
| Street Address: | 8020 Tower Crescent Drive |
| Internal Address: | Suite 475 |
| City: | Vienna |
| State/Country: | VIRGINIA |
| Postal Code: | 22182 |
| Entity Type: | Bank: CALIFORNIA |

| | |
|-----------------|----------------------------|
| Name: | OxFord Finance Corporation |
| Street Address: | 133 North Fairfax Street |
| City: | Alexandria |
| State/Country: | VIRGINIA |
| Postal Code: | 22314 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------|
| Registration Number: | 3123935 | ELECTROCARDIOGRAPHY |
| Registration Number: | 2512908 | PRIME ECG |
| Serial Number: | 78942055 | PRIME CARDIOMETRICS |
| Serial Number: | 78942040 | PRIME CARDIOPOINT DYNAMICS |

CORRESPONDENCE DATA

Fax Number: (703)415-1557

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900131470

**TRADEMARK
 REEL: 003967 FRAME: 0795**

CH \$115.00 3123935

Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

| | |
|-------------------------|----------------------------|
| ATTORNEY DOCKET NUMBER: | 9030804 |
| NAME OF SUBMITTER: | Christopher E. Kondracki |
| Signature: | /Christopher E. Kondracki/ |
| Date: | 04/09/2009 |

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 25, 2009 by and among **SILICON VALLEY BANK**, a California corporation and with a loan production office located at 8020 Tower Crescent Drive, Suite 475, Vienna, Virginia 22182 (“**SVB**”), in its capacity as agent for the Lenders (“**Agent**”), and in its capacity as a “Lender” (SVB in such capacity and the other Lenders listed on Schedule 1.1 to the Loan Agreement (as hereinafter defined) or party thereto from time to time, including, without limitation, **OXFORD FINANCE CORPORATION**, a Delaware corporation with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 (“**Oxford**”), each a “Lender” and collectively, “Lenders”), and **HEARTSCAPE TECHNOLOGIES, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lenders, the Agent and Grantor, as Borrower, dated July 25, 2007, as amended by that certain First Loan Modification Agreement by and among Lenders, the Agent and Grantor, as Borrower, dated March 25, 2009 (as the same may be amended, modified or supplemented from time to time, 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 Agent, for the ratable benefit of the Lenders, and to each Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, and to each Lender 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, and to each Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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**");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

7. Any and all claims for damages by way of past, present and future infringements 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;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to the Agent and the Lenders under the Loan Agreement. The rights and remedies of the Agent and the 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 the Agent and the Lenders as a matter of law or equity. Each right, power and remedy of the Agent and the 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 the Agent and the 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 the Agent or any Lender, of any or all other rights, powers or remedies.

[Signature page follows.]

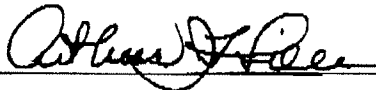
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

HEARTSCAPE TECHNOLOGIES, INC.

9160 Rumsey Road, Suite B-8
Columbia, Maryland 21045

By: 

Attn: Donald A. Foscatto

Title: CEO

LENDERS:

Address of Lender:

SILICON VALLEY BANK

8020 Tower Crescent Drive, Suite 475
Vienna, Virginia 22182

By: _____

Attn: Megan Scheffel

Title: _____

Address of Lender:

OXFORD FINANCE CORPORATION

133 North Fairfax Street
Alexandria, Virginia 22314

By: _____

Attn: Maryam Zafar

Title: _____

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:

Address of Grantor:

HEARTSCAPE TECHNOLOGIES, INC.

9160 Rumsey Road, Suite B-8
Columbia, Maryland 21045

By: _____

Title: _____

Attn: Donald A. Foscatto

LENDERS:

Address of Lender:

SILICON VALLEY BANK

8020 Tower Crescent Drive, Suite 475
Vienna, Virginia 22182

By: Patricia Pratt

Title: RELATIONSHIP MANAGER

Attn: Megan Scheffel

Address of Lender:

OXFORD FINANCE CORPORATION

133 North Fairfax Street
Alexandria, Virginia 22314

By: _____

Title: _____

Attn: Maryam Zafar

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:

Address of Grantor:

HEARTSCAPE TECHNOLOGIES, INC.

9160 Rumsey Road, Suite B-8
Columbia, Maryland 21045

By: _____

Title: _____

Attn: Donald A. Foscatto

LENDERS:

Address of Lender:

SILICON VALLEY BANK

8020 Tower Crescent Drive, Suite 475
Vienna, Virginia 22182

By: _____

Title: _____

Attn: Megan Scheffel

Address of Lender:

OXFORD FINANCE CORPORATION

133 North Fairfax Street
Alexandria, Virginia 22314

By:  _____

Title: Chief Operating Officer

Attn: Maryam Zafar

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

| <u>Description</u> | Country | Registration/ Application Number | Registration/ Application Date |
|--|-----------|--|--------------------------------------|
| LICENSED | | | |
| Sensor Device | USA | 6055448 | 04-25-2000 |
| Sensor Device | EP | EP0790801 | 04-07-1999 |
| Sensor Device | Germany | 695080955.2 | 04-07-1999 |
| Sensor Device | UK | 0790801 | 04-07-1999 |
| Sensor Device | France | 0790801 | 04-07-1999 |
| Sensor Device | Italy | 69315BE/99 | 04-07-1999 |
| Biosignal Electrode | USA | 5,337,748 | 08-16-1994 |
| Biosignal Electrode | UK | 2,251,798 | 10-06-1993 |
| Biosignal Electrode | Germany | P4091800 | 10-11-1990 |
| Non-Invasive ElectroCardioGraphic Apparatus and Method of Assessing Acute Ischaemic Damage | USA | 5,419,337 | 05-30-1995 |
| Non-Invasive ElectroCardioGraphic Apparatus and Method of Assessing Acute Ischaemic Damage | UK | 2,264,176 | 12-20-1995 |
| Non-Invasive ElectroCardioGraphic Apparatus and Method of Assessing Acute Ischaemic Damage | Japan | 3325941 | 07-05-2002 |
| Non-Invasive ElectroCardioGraphic Apparatus and Method of Assessing Acute Ischaemic Damage | Germany | 4304269 | 04-21-2005 |
| Apparatus for Body Surface Mapping | EP | EP0967914 | 07-28-2004 |
| Apparatus for Body Surface Mapping | Germany | 69825254 | 07-28-2004 |
| Apparatus for Body Surface Mapping | France | 0967914 | 07-28-2004 |
| Apparatus for Body Surface Mapping | UK | 0967914 | 07-28-2004 |
| Apparatus for Body Surface Mapping | Italy | 32505BE/04 | 07-28-2004 |
| Apparatus for Body Surface Mapping | Australia | 730170 | 03-01-2001 |
| Apparatus for Body Surface Mapping | USA | 6,721,593 | 04-13-2004 |
| Apparatus for Body Surface Mapping | EP | EP0961574 | 07-21-2004 |
| Apparatus for Body Surface Mapping | Germany | 69729960 | 07-21-2004 |
| Apparatus for Body Surface Mapping | France | 0961574 | 07-21-2004 |
| Apparatus for Body Surface Mapping | UK | 0961574 | 07-21-2004 |

| <u>Description</u> | <u>Country</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|----------------|---|---|
| Apparatus for Body Surface Mapping | Italy | 31645BE/04 | 07-21-2004 |
| Apparatus for Body Surface Mapping | Australia | 730409 | 03-08-2001 |
| A System for Determining the Condition of a Patient's Heart | USA | 6,778,851 | 08-17-2004 |
| A System for Determining the Condition of a Patient's Heart | EP | EP1139869 | 04-14-2004 |
| A System for Determining the Condition of a Patient's Heart | Germany | 69916495 | 04-14-2004 |
| A System for Determining the Condition of a Patient's Heart | France | 1139869 | 04-14-2004 |
| A System for Determining the Condition of a Patient's Heart | UK | 1139869 | 04-14-2004 |
| A System for Determining the Condition of a Patient's Heart | Italy | 27183BE/04 | 04-14-2004 |
| A System for Determining the Condition of a Patient's Heart | Australia | 760651 | 05-22-2003 |
| A System for Determining the Condition of a Patient's Heart | Japan | 2000-586229 | 07-06-2001 |

ASSIGNED (AT PURCHASE)/OWNED

| | | | |
|---------------------------------------|-----------|------------|------------|
| Electrical Clamping Connection Device | USA | 5733151 | 03-31-1998 |
| Electrical Clamping Connection Device | Europe | 1053572 | 05-28-2003 |
| Electrical Clamping Connection Device | Hong Kong | HK1034143 | 06-25-2004 |
| Electrical Clamping Connection Device | Austria | 241861 | 06-15-2003 |
| Electrical Clamping Connection Device | Germany | 69722467 | 07-03-2003 |
| Electrical Clamping Connection Device | France | 1053572 | 05-28-2003 |
| Electrical Clamping Connection Device | UK | 1053572 | 05-28-2003 |
| Electrical Clamping Connection Device | Italy | 71571BE/03 | 05-28-2003 |

OWNED

| | | | |
|--------------------------------------|-----|------------|------------|
| Electrode Patch Monitoring System | USA | 61/054,008 | 05-16-2008 |
| Design Patents for Patch Vest | USA | 29/218,313 | 05-16-2008 |
| Design Patents for Patch Vest | USA | 29/218,316 | 05-16-2008 |
| Design Patents for Patch Vest | USA | 29/218,317 | 05-16-2008 |
| ECG in Multiple Maps | USA | 61/132,196 | 06-16-2008 |
| Measurement of Cardiac Muscle Injury | USA | 61/122,502 | 12-15-2008 |

| <u>Description</u> | <u>Country</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|-------------------------------|----------------|---|---|
| Design Patents for Patch Vest | USA | 29/327,861 | 11-14-2008 |
| Design Patents for Patch Vest | USA | 29/327,857 | 11-14-2008 |
| Design Patents for Patch Vest | USA | 29/327,870 | 11-14-2008 |
| Design Patents for Patch Vest | CA | 64371-951 | 11-14-2008 |
| Design Patents for Patch Vest | EU | 001044994-0001 | 11-14-2008 |
| Design Patents for Patch Vest | EU | 001044994-0002 | 11-14-2008 |
| Design Patents for Patch Vest | EU | 001044994-0003 | 11-14-2008 |
| Design Patents for Patch Vest | EU | 001044994-0004 | 11-14-2008 |
| Design Patents for Patch Vest | EU | 001044994-0005 | 11-14-2008 |
| Design Patents for Patch Vest | EU | 001044994-0006 | 11-14-2008 |
| Design Patents for Patch Vest | EU | 001044994-0007 | 11-14-2008 |
| Design Patents for Patch Vest | EU | 001044994-0008 | 11-14-2008 |
| Design Patents for Patch Vest | EU | 001044994-0009 | 11-14-2008 |
| Design Patents for Patch Vest | Japan | 2008-029265 | 11-14-2008 |
| Design Patents for Patch Vest | Japan | 2008-029266 | 11-14-2008 |
| Design Patents for Patch Vest | Japan | 2008-029267 | 11-14-2008 |
| Design Patents for Patch Vest | Japan | 2008-029268 | 11-14-2008 |
| Design Patents for Patch Vest | Japan | 2008-029269 | 11-14-2008 |
| Design Patents for Patch Vest | Japan | 2008-029270 | 11-14-2008 |
| Design Patents for Patch Vest | Japan | 2008-029271 | 11-14-2008 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|----------------------------|---|---|
| PRIME CARDIOMETRICS | 78/942,055 | 08/21/2006 |
| PRIME Cardiometrics (UK) | 24530518 | 12/07/2007 |
| PRIME Cardiopoint Dynamics | 78/942,040 | 06/12/2007 |
| Electrocardography | 3,123,935 | 08/01/2006 |
| PRIME ECG | 2,512,908 | 11/27/2001 |

EXHIBIT D

Mask Works

NONE

1139377.4