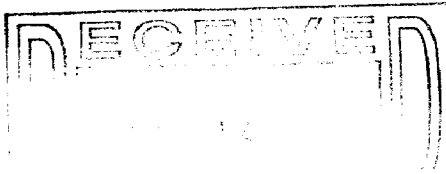


5/14/2009



Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

05-18-2009



103560749

RE

To the Director of the U. S. Patent and T

ments or the new address(es) below.

1. Name of conveying party(ies):

EVERA 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) 5/4/09

- 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: California  
 Country: US Zip: 95131

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Maryland
- Other \_\_\_\_\_ 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)  
77/138,265; 77/051,176; 78/722,472; 77/283,500; 77/283,550

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, Esq.  
 Internal Address: \_\_\_\_\_  
 Street Address: Four Embarcadero Center, Suite 4000  
 City: San Francisco  
 State: California Zip: 94111  
 Phone Number: 415-981-1400  
 Fax Number: 415-777-4961  
 Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

05/15/2009 NJAMA1 0000030 77138265  
 01 FC:8321  
 02 FC:4522

40.00 OP  
100.00 OP

9. Signature:

Signature  
 Jeffrey T. Klugman  
 Name of Person Signing

5/13/09  
Date

Total number of pages including cover sheet, attachments, and document: 10

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: 003989 FRAME: 0773

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of May 4, 2009, by and between EVERA 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 December 19, 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 Intellectual Property whether presently existing or hereafter acquired.

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, 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, Instrument or Chattel Paper in which Grantor has any right, title or interest if and to the extent such contract, Instrument or Chattel Paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, Instrument or Chattel Paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, Instrument or Chattel Paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, Instrument or Chattel Paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, Instrument or Chattel Paper and in any such monies and other proceeds of such contract, Instrument or Chattel Paper.

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 and for the Assignment and License dated October 28, 2004 and the Sublicense Agreement effective as of February 1, 2008, each between Dr. Michael Lesh ("Dr. Lesh") and Grantor, relating to certain Collateral that is owned by Grantor, exclusively licensed to Dr. Lesh and sublicensed for certain fields by Dr. Lesh back to Grantor;

(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) At the request of Secured Party in any fiscal quarter, Grantor shall deliver to Secured Party within thirty (30) days of the last day of such 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 under U.S. law.

(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) during the continuation 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 Event of Default under the Loan Agreement shall constitute an Event of Default under this Agreement.

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:

1191 Chess Drive, Suite G  
Foster City, CA 94404  
Attn: Chief Financial Officer

GRANTOR:

EVERA MEDICAL, INC.

By:   
Name: Michael Lox  
Its: 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: \_\_\_\_\_

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

GRANTOR:

Address of Grantor:

EVERA MEDICAL, INC.

1191 Chess Drive, Suite G  
Foster City, CA 94404  
Attn: Chief Financial Officer

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

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

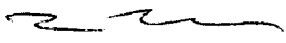
Its: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

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

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

Name: Maurice C. Werdegar

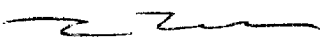
Its: President

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

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

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

Name: Maurice C. Werdegar

Its: President

EXHIBIT A

**Copyrights**

None.



EXHIBIT B

**Patents**

<b>Patent Application No.</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>
10/942,728	7,244,270	07/17/07	Systems and devices for soft tissue augmentation

**Patent Applications**

**US Pending Patent Applications**

<b>Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Status</b>
Systems and Devices for Soft Tissue Augmentation	11/778,573	07/16/2007	Published 2008-0015498 A1; continuation of 001A case
Methods for Soft Tissue Augmentation	10/942,310	09/16/2004	Published 2006/0058890 A1; Final Office Action mailed 1/9/09
Valved Tissue Augmentation Implant	10/942,317	09/16/2004	Published 2006/0058892 A1; Non-Final Office Action mailed 12/29/08
Transformable Tissue Bulking Device	10/942,316	09/16/2004	Published 2006/0058891 A1; Response/Amendment filed 6/26/08; Non-Final Office Action mailed 1/29/09
Tissue Augmentation Device	11/575,493	03/16/2007	Published – 2008/0275569 A1  National phase of 005VPC; CIP of 001A
Tissue Augmentation Device	11/316,215	12/22/2005	Published 2006/0161253 A1 – Non-Final Office Action mailed 2/11/09; Indication of Allowable Subject Matter
Multilayer Tissue Implant Having a Compliance That Simulates Tissue	12/242,280	09/30/2008	Published – 2009/0024215 A1
Tissue Implant Having a Biased Layer and Compliance That Simulates Tissue	12/242,368	09/30/2008	Published – 2009/0024228 A1
Methods of Forming A Multilayer Tissue Implant Having A Compliance That	12/240,906	09/29/2008	Published – 2009/0048684 A1

46109/0082  
JTK/361388.3

**TRADEMARK**  
**REEL: 003989 FRAME: 0781**

Simulates Tissue

Methods of Forming A Multilayer Tissue Implant to Create an Accordion Effect on the Outer Layer      12/241,970      09/30/2008      Published – 2009/0024227 A1

Methods of Forming a Tissue Implant Having a Tissue Contacting Layer Held Under Compression      12/241,818      09/30/2008      Published – 2009/0024226 A1

Transcutaneously Adjustable Fluid-Filled Implants      Drafting Stage

Device for Tissue Suspension and Augmentation      Drafting Stage

Adjustable Vaginal Sling      Drafting Stage

Breast Implant with Internal Flow Dampening      12/024,835      02/01/2008      Pending

Breast Implant with Adjustable Compression Response      12/024,826      02/01/2008      Pending

Implantable Prosthesis with Open Cell Flow Regulation      12/024,846      02/01/2008      Pending

Compressible Cosmetic Prosthesis with Improved Shape Retention      12/024,843      02/01/2008      Pending

Implant and Methods of Forming an Implant      Finalizing Draft

**Foreign Pending Patent Applications**

Title	Serial No.	Filing Date	Status
Tissue Augmentation Device	200580034553.8 (China)	09/15/2005	Pending
Tissue Augmentation Device	05797594.8 (Europe)	09/15/2005	Pending; Response to First EPO Communication filed by FA 8/14/08
Tissue Augmentation Device	08102044.4 (Hong Kong)	09/15/2005	Pending – based off 005VCN
Tissue Augmentation Device	10-2007-7006498	09/15/2005	Pending

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JTK/361388.3

(Korea)

Tissue Augmentation Device	MX/a/2007/0029 87 (Mexico)	09/15/2005	Pending
Tissue Augmentation Device	06845512.0 (Europe)	12/15/2006	Pending -- National phase off 005CP1

46109/0082  
JTK/361388.3

EXHIBIT C

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
EVERA	U.S.	77138265	3/22/2007	N/A	N/A
EVERA	E.U.	6292999	9/18/2007	6292999	9/19/2008
FULFIL	U.S.	77051176	11/27/2006	3402523	3/25/2008
FULFIL	E.U.	5905741	11/27/2006	5905741	4/17/2008
FULFIL FACIAL IMPLANT	U.S.	78722472	9/28/2005	N/A	N/A
LIPS THAT LAST	U.S.	77283500	9/19/2007	N/A	N/A
VERAFIL	U.S.	77283550	9/19/2007	3435149	5/27/2008

46109/0082  
JTK/361388.3