

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment Of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		05/22/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Paul Royalty Fund Holdings II
Street Address:	140 East 45th Street
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	PARTNERSHIP: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1320535	RIGISCAN
Registration Number:	1349120	ERECAID SYSTEM
Registration Number:	1581349	ERECAID
Registration Number:	2034551	ESTEEM
Registration Number:	2309993	
Registration Number:	2380078	
Registration Number:	2708950	OSBON
Registration Number:	2133099	EASY ACTION

CORRESPONDENCE DATA

Fax Number: (646)710-5433
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 408-5100
 Email: DHopkins@Chadbourne.com

CH \$215.00 1320535

Correspondent Name: Dennis Hopkins
Address Line 1: Chadbourne & Parke LLP
Address Line 2: 30 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	15145.029
NAME OF SUBMITTER:	Dennis Hopkins
Signature:	/Dennis Hopkins/
Date:	05/28/2009

Total Attachments: 15

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ASSIGNMENT OF TRADEMARK SECURITY INTEREST

This **ASSIGNMENT OF TRADEMARK SECURITY INTEREST** (this "Assignment") is made and entered into as of May 22, 2009 (the "Effective Date") by and among Timm Medical Technologies, Inc., a Delaware corporation (including its successors and assigns, "Grantor"), Paul Royalty Fund Holdings II ("Assignee" herein) and Deutsche Bank Trust Company Americas, a New York banking corporation, (including its successors and assigns, "Assignor" herein), as U.S. collateral trustee pursuant to the Collateral Trust and Intercreditor Agreement, dated as of March 27, 2008, as amended by Amendment to Collateral Trust and Intercreditor Agreement dated as of May 11, 2009 (as further amended, supplemented or otherwise modified from time to time), by and between Plethora Solutions Holdings PLC, Plethora Therapeutics Limited, Grantor, Plethora Solutions Limited, ETV Capital S.A., Assignee, Deutsche Trustee Company Limited and Assignor.

WITNESSETH:

WHEREAS, Assignor and Grantor are parties to that certain Security Agreement, dated March 27, 2008, as amended by Amendment No. 1 to Security Agreement dated as of the date hereof (as further amended, supplemented and otherwise modified from time to time, the "Security Agreement");

WHEREAS, Assignor and Grantor are parties to the Trademark Security Agreement dated as of March 27, 2008 ("Trademark Security Agreement"), recorded in the United States Patent and Trademark Office at Reel/Frame number 003750/0325 (attached hereto as Attachment A).

WHEREAS, pursuant to the Release and Termination of Collateral Trust and Intercreditor Agreement, dated as of May 22, 2009, Assignor shall assign all of its right, title and interest in and to the Trademark Security Agreement and the Trademark Collateral (as defined below) to Assignee, and Assignee shall become the secured party under the Trademark Security Agreement and with respect to the Trademark Collateral as of the date hereof (the "Effective Date");

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Assignor hereby assigns to Assignee in full all of Assignor's rights and interests granted from Grantor to Assignor as evidenced by the Trademark Security Agreement, including a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, including any rights or interests existing at any time on or after the Effective Date of the Trademark Security Agreement, presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of the trademarks, registrations and applications therefore (except for applications filed on an intent-to-use basis, until the filing of a statement of use with respect thereto), including those trademarks, registrations and applications therefor set forth on Schedule A hereto;
- (b) all goodwill, quality control standards and other General Intangibles with respect to the foregoing;
- (c) all rights to sue for past, present and future infringement or dilution of any such trademark, including the right to receive all income, royalties and damages therefrom; and

to the extent not otherwise included, all products and proceeds of the foregoing.

3. **SECURITY FOR OBLIGATIONS.** The Trademark Security Agreement and the first priority security interest created thereby shall hereafter inure to the benefit of Assignee. Grantor hereby acknowledges and consents to this assignment and shall abide by all obligations and provisions set forth herein.

4. **SECURITY AGREEMENT.** Grantor hereby acknowledges and affirms that the rights and remedies of Assignee with respect to the security interest in the Trademark Collateral made and granted by the Trademark Security Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantor shall give Assignee prompt notice in writing of any additional trademarks or registrations or applications therefor after the date hereof that are included in the Trademark Collateral. Grantor and Assignor hereby authorize Assignee unilaterally to modify the Trademark Security Agreement by amending Schedule A to include any such future trademarks, registrations or applications therefor of Grantor and to make all filings, registrations and recordings necessary or appropriate to create, preserve, protect and perfect the first security interest granted by Grantor to Assignee and/or assigned by Assignor to Assignee in the Trademark Collateral. Notwithstanding the foregoing, no failure to so modify the Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Assignee's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

6. **GOVERNING LAW.** This Assignment shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of New York exclusively, without giving effect to the principles of conflicts of law thereof (other than Section 5-1401 of the General Obligations Law of the State of New York). The parties hereto consent to jurisdiction in any state or federal court located geographically within the Southern District of New York.

7. **COUNTERPARTS; EFFECTIVENESS.** This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In proving this Assignment in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart

signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

8. **CONSTRUCTION.** When a reference is made in this Assignment to Sections, Subsections, Annexes or Schedules, such reference shall be to a Section, Subsection, Annex or Schedule to this Assignment unless otherwise indicated. The terms "Assignment," "herein," "hereto," "hereof" and words of similar import shall, unless the context otherwise requires, mean this Assignment, as amended, supplemented or otherwise modified from time to time. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." No party hereto shall be or be deemed to be the drafter of this Assignment for the purposes of construing this Assignment against any other party. The headings and captions in this Assignment are for convenience and reference purposes only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment.

**[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE
FOLLOWS]**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized officer as of the Effective Date.

ASSIGNOR: DEUTSCHE BANK TRUST COMPANY AMERICAS

By: [Signature]
Name: LOUIS BOON
Title: VICE PRESIDENT

By: [Signature]
Name: SUE KIM
Title: ASSOCIATE

ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF New York) ss.:

On this 14th day of May, 2009, before me, the undersigned, personally appeared Louis Boon & Sue Kim, who is personally known to me or proved to me on the basis of satisfactory evidence to be an officer of Deutsche Bank Trust Company Americas the Company who, being duly sworn, did depose and say that he/she is <Title> VP: Associate of (the "Company"); and that he/she executed and delivered the within instrument pursuant to authority given to the <Title> VP: Associate of the Company and that he/she acknowledged said instrument to be the free act and deed of the Company.



Winsome Ferguson
Notary Public

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY INTEREST

IN WITNESS WHEREOF, Assignee has caused this Assignment to be duly executed by its authorized officer as of the Effective Date.

ASSIGNEE:

PAUL ROYALTY FUND HOLDINGS II

By: Paul Royalty Fund II, L.P., its Managing Partner


By: Paul Capital Royalty Management, L.L.C., its General Partner

By: Paul Capital Advisors, L.L.C., its Manager

By:

Name:

Title:


Lionel Leventhal
Manager

ACKNOWLEDGEMENT

STATE OF New York)

COUNTY OF New York)

ss.:

On this 18th day of MAY, 2009, before me, the undersigned, personally appeared Lionel Leventhal, who is personally known to me or proved to me on the basis of satisfactory evidence to be an officer of Paul Royalty Fund Holdings II (the "Company"); who, being duly sworn, did depose and say that he/she is <Title> Manager of the Company and that he/she executed and delivered the within instrument pursuant to authority given to the <Title> Manager of the Company and that he/she acknowledged said instrument to be the free act and deed of the Company.


Notary Public

CYDNEE YAMAMOTO
Notary Public, State of New York
No. 01YA6173543
Qualified in New York County
Term Expires August 27, 2011

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY INTEREST

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed by its authorized officer as of the Effective Date.

GRANTOR: **TISSOT MEDICAL TECHNOLOGIES, INC.**

By: *David Telen*
Name: David Telen
Title: President

ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF Carver)

On this day of , 2009, before me, the undersigned, personally appeared David Telen, who is personally known to me or proved to me on the basis of satisfactory evidence to be an officer of Tissot Medical Technologies, Inc. (the "Company"); who, being duly sworn, did depose and say that he/she is President of the Company and that he/she executed and delivered the within instrument pursuant to authority given to the President of the Company and that he/she acknowledged said instrument to be the free act and deed of the Company.



Camille A. Christenson
Notary Public

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY INTEREST

SCHEDULE A
Trademark Registrations and Applications

U.S. Trademark Registrations

Country	Registration No.	Trademark
United States	1320535	RIGISCAN
United States	1349120	ERECAID SYSTEM
United States	1581349	ERECAID
United States	2034551	ESTEEM
United States	2309993	DESIGN (ESTEEM)
United States	2380078	ESTEEM (design)
United States	2708950	OSBON
United States	2133099	EASY ACTION

Foreign Trademark Registrations:

Country	Registration No.	Trademark
Australia	A416635	RIGISCAN (paperwork in TIMMT-102)
France	1,286,296	RIGISCAN (paperwork in TIMMT-102)
United Kingdom	B1228139	RIGISCAN (paperwork in TIMMT-102)
Italy	787,466	RIGISCAN (paperwork in TIMMT-102)
Japan	2,171,516	RIGISCAN (paperwork in TIMMT-102)
West Germany	1,076,303	RIGISCAN (paperwork in TIMMT-102)
Australia	A498064	ERECAID SYSTEM (paperwork in TIMMT-103)
Spain	1285543	ERECAID SYSTEM (paperwork in TIMMT-103)
Sweden	209181	ERECAID SYSTEM (paperwork in TIMMT-103)
Benelux	447134	ERECAID SYSTEM BY OSBON
France	9406	ERECAID (paperwork in TIMMT-104)
Panama	55265	ERECAID (paperwork in TIMMT-104)
State of Georgia	T-9511	CIRCULAR PINWHEEL DESIGN (paperwork in TIMMT-104)

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Country	Registration No.	Trademark
State of Georgia	T-9512	ERECAID WITHIN A CIRCULAR PINWHEEL DESIGN (paperwork in TIMMT-104)
State of Georgia	T-9513	ERECAID in plain lettering (paperwork in TIMMT-104)
State of Georgia	T-9514	OSBON MEDICAL SYSTEMS & DESIGN (paperwork in TIMMT-104)
Mexico	433007	ERECAID
Canada	68795	A MALE ERECTION SUSTAINER

ATTACHMENT A

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made and entered into as of March 27, 2008 (the "Effective Date") by and between Timm Medical Technologies, Inc., a Delaware corporation (including its successors and assigns, "Grantor"), and Deutsche Bank Trust Company Americas, a New York banking corporation, (including its successors and assigns, "Grantee"), as U.S. collateral trustee pursuant to the Collateral Trust and Intercreditor Agreement, dated as of March 27, 2008 (as amended, supplemented or otherwise modified from time to time), by and between Plethora Solutions Holdings PLC, Plethora Therapeutics Limited, Grantor, ETV Capital S.A., Paul Royalty Fund Holdings II, Deutsche Trustee Company Limited and Grantee.

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Security Agreement, dated of even date herewith (as amended, supplemented and otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Grantee this Trademark Security Agreement for purposes of filing;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Grantee a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of the trademark registrations and trademark applications (except for applications filed on an intent-to-use basis, until the filing of a statement of use with respect thereto), including those trademark registrations and trademark applications set forth on Schedule A hereto;

(b) all goodwill, quality control standards and other General Intangibles with respect to the foregoing;

(c) all rights to sue for past, present and future infringement or dilution of any such trademark, including the right to receive all income, royalties and damages therefrom; and

to the extent not otherwise included, all products and proceeds of the foregoing.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the first priority security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Grantee whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

**TRADEMARK
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**TRADEMARK
REEL: 003994 FRAME: 0832**

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantor shall give Grantee prompt notice in writing of any additional trademark registrations or applications therefor after the date hereof that are included in the Trademark Collateral. Grantor hereby authorizes Grantee unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such future trademark registrations or applications therefor of Grantor and to make all filings, registrations and recordings necessary or appropriate to create, preserve, protect and perfect the first security interest granted by Grantor to Grantee in the Trademark Collateral. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

6. **GOVERNING LAW.** This Trademark Security Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

7. **COUNTERPARTS; EFFECTIVENESS.** This Trademark Security Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto. This Trademark Security Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

8. **CONSTRUCTION.** When a reference is made in this Trademark Security Agreement to Sections, Subsections, Annexes or Schedules, such reference shall be to a Section, Subsection, Annex or Schedule to this Trademark Security Agreement unless otherwise indicated. The terms "Trademark Security Agreement," "herein," "hereto," "hereof" and words of similar import shall, unless the context otherwise requires, mean this Trademark Security Agreement, as amended, supplemented or otherwise modified from time to time. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." No party hereto shall be or be deemed to be the drafter of this Trademark Security Agreement for the purposes of construing this Trademark Security Agreement against any other party. The headings and captions in this Trademark Security Agreement are for convenience and reference purposes only and shall not be considered a part of or affect the construction or interpretation of any provision of this Trademark Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the date first above written.

GRANTOR: **TIMM MEDICAL TECHNOLOGIES, INC.**

By: B. D. Hoy
Name: Brad Hoy
Title: Chief Financial Officer

GRANTEE: **DEUTSCHE BANK TRUST COMPANY AMERICAS**

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
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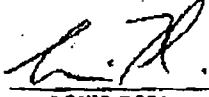

TRADEMARK
REEL: 003994 FRAME: 0834

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the date first above written.

GRANTOR: TIMM MEDICAL TECHNOLOGIES, INC.

By: _____
Name:
Title:

GRANTEE: DEUTSCHE BANK TRUST COMPANY AMERICAS

By:  
Name: LOUIS BODT SUE KIM
Title: VICE PRESIDENT ASSOCIATE

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003750 FRAME: 0328

TRADEMARK
REEL: 003994 FRAME: 0835

SCHEDULE A
Trademark Registrations and Applications

U.S. Trademark Registrations

Country	Registration No.	Trademark
United States	1320535	RIGISCAN
United States	1349120	ERECAID SYSTEM
United States	1581349	ERECAID
United States	2034551	ESTEEM
United States	2309993	DESIGN (ESTEEM)
United States	2380078	ESTEEM (design)
United States	2708950	OSBON
United States	2133099	EASY ACTION

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Japan	2,171,516	RIGISCAN (paperwork in TIMMT-102)
West Germany	1,076,303	RIGISCAN (paperwork in TIMMT-102)
Australia	A498064	ERECAID SYSTEM (paperwork in TIMMT-103)
Spain	1285543	ERECAID SYSTEM (paperwork in TIMMT-103)
Sweden	209181	ERECAID SYSTEM (paperwork in TIMMT-103)
Benelux	447134	ERECAID SYSTEM BY OSBON
France	9406	ERECAID (paperwork in TIMMT-104)
Panama	55265	ERECAID (paperwork in TIMMT-104)
State of Georgia	T-9511	CIRCULAR PINWHEEL DESIGN (paperwork in TIMMT-104)

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TRADEMARK
REEL: 003750 FRAME: 0329

TRADEMARK
REEL: 003994 FRAME: 0836

Country	Registration No.	Trademark
State of Georgia	T-9512	ERECAID WITHIN A CIRCULAR PINWHEEL DESIGN (paperwork in TIMMT-104)
State of Georgia	T-9513	ERECAID in plain lettering (paperwork in TIMMT-104)
State of Georgia	T-9514	OSBON MEDICAL SYSTEMS & DESIGN (paperwork in TIMMT-104)
Mexico	433007	ERECAID
Canada	68795	A MALE ERECTION SUSTAINER

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RECORDED: 04/01/2008

TRADEMARK
REEL: 003750 FRAME: 0330

RECORDED: 05/28/2009

TRADEMARK
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