

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
Impres Medical, Inc.		06/08/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Johnson & Johnson Development Corporation		
Street Address:	410 George Street		
City:	New Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08901		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77638042	ELATE	
CORRESPONDENCE DATA			
Fax Number:	(732)524-2808		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7325242825		
Email:	JNJUSPATENT@CORUS.JNJ.COM		
Correspondent Name:	Philip S. Johnson, Esq.		
Address Line 1:	One Johnson & Johnson Plaza		
Address Line 4:	New Brunswick, NEW JERSEY 08933		
NAME OF SUBMITTER:		Sheila Cole	
Signature:		/Sheila Cole/	
Date:		06/09/2009	
Total Attachments: 4 source=impres2#page1.tif			

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MEMORANDUM OF TRADEMARK AND SERVICE MARK SECURITY INTEREST

This Memorandum is dated as of June 8, 2009 between Impres Medical, Inc., a Delaware corporation (the "Mark Owner"), with its principal office at 17113 Minnetonka Blvd., Suite 110, Minnetonka, Minnesota 55345, and Johnson & Johnson Development Corporation, as collateral agent (the "Collateral Agent") for itself and certain other secured parties under the Pledge and Security Agreement dated as of the date hereof as from time to time in effect (the "Security Agreement"), among the Mark Owner, certain other secured parties thereto and the Collateral Agent.

1. Pursuant to the Security Agreement, the Mark Owner has granted to the Collateral Agent a security interest in certain trademarks, service marks and applications therefor listed in Schedule I attached hereto and made a part hereof, in the name of the Mark Owner, together with the registrations thereof and goodwill symbolized thereby (collectively, the "Collateral").
2. The Mark Owner is the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof. The Mark Owner has the capacity to grant to the Collateral Agent the security interests granted under the Security Agreement.

The Mark Owner and the Collateral Agent have executed this Memorandum effective as of the date first above written.

Mark Owner:

IMPRES MEDICAL, INC.

By 

Paul W. Danielson
Chief Executive Officer

Secured Party:

JOHNSON & JOHNSON DEVELOPMENT
CORPORATION, as Collateral Agent under
the Security Agreement referred to above

By _____

Name:

Title:

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2. The Mark Owner is the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof. The Mark Owner has the capacity to grant to the Collateral Agent the security interests granted under the Security Agreement.

The Mark Owner and the Collateral Agent have executed this Memorandum effective as of the date first above written.

Mark Owner:

IMPRES MEDICAL, INC.

By _____

Name:

Title:

Secured Party:

JOHNSON & JOHNSON DEVELOPMENT CORPORATION, as Collateral Agent under the Security Agreement referred to above

By _____

Name: ROGER GUIDI

Title: VICE PRESIDENT

Schedule I

<u>Name of Grantor</u>	<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial No.</u>
Impres Medical, Inc.	Elate	12/22/2008	77/638,042