

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		10/31/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nexcura, Inc.		
Street Address:	1725 Westlake Ave N Ste 300		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98109		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2810512	HEART PROFILERS	
Registration Number:	2543563	NEXCURA	
CORRESPONDENCE DATA			
Fax Number:	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-353-6834		
Email:	clondon@eapdlaw.com		
Correspondent Name:	Edwards Angell Palmer & Dodge LLP		
Address Line 1:	301 Tresser Boulevard		
Address Line 2:	Paralegal Christina London		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	49004.0046		
NAME OF SUBMITTER:	Christina London		
Signature:	/christina london/		

CH \$65.00 2810512

Date:

06/29/2009

Total Attachments: 3

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October 31, 2005

Mr. Peter Hoover, CEO
Nexcura, Inc.
1725 Westlake Ave N Ste 300
Seattle Wa, 98109

Re: Pay-Off Letter

Dear Peter:

We refer herein to that certain Accounts Receivable Purchase Agreement dated as of December 9, 2003, as well as that certain Loan and Security Agreement dated October 1, 2004, together with all amendments, modifications, and exhibits thereto (taken collectively, the "Loan Agreement") by and between Nexcura, Inc., a Delaware Corporation ("Borrower") and Silicon Valley Bank ("Bank").

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of October 31, 2005 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

A/R Purchase Line of Credit	
Principal	\$ 94,876.00
(Less) Reserves	\$ (1,655.22)
Interest (including 3-day float)	\$ 1,118.59
Fees	\$ 710.71
Subtotal - A/R Purchase Line	\$ 95,050.08
<i>Per diem interest \$48.59</i>	
Bridge Loan	
Principal	\$ 325,000.00
Interest	\$ 8,215.27
Accrued Loan / Success Fees	[\$156,000.00]
Accrued Fee Multiplier	[1.25X]
Subtotal Loan / Success Fees	\$195,000.00
Subtotal - Bridge Loan	\$528,215.27
<i>Per diem interest \$90.28</i>	
Total Obligations Owed	\$623,265.35

From and after the Computation Date and until the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal balances is defined above for each facility. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of

the Borrower are cleared by their respective banks. Borrower agrees to indemnify Bank for any and all checks or drafts returned to Bank by its banks as having been dishonored, for whatever reason. Promptly following receipt by Bank of any dishonored checks or drafts, regarding the Borrower, Bank will forward copies of the same to Borrower, and Borrower will, within five (5) business days, make payment of the amount of said checks to Bank.

This letter agreement confirms that Borrower has waived the right to seek any such additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA # 121140399
Account Number: 1100140249
ATTN: Loan Processing
For further credit to: NEXCURA

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"), without further action on the part of the parties hereto (i) all indebtedness and obligations of Borrower to Bank under the Loan Agreement and any other related loan and collateral security documents (collectively, the "Loan Documents") shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests and other liens of every type at any time granted to or held by Bank as security for such indebtedness shall be terminated, and (iv) all other obligations of Borrower under the Loan Documents shall be deemed terminated; provided, however, those that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement; and provided, further, that to the extent that any payments or proceeds (or any portion thereof) received by Bank shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Bank, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Obligations or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Bank, and this letter shall in no way impair the claims of Bank with respect to the revived Obligations.

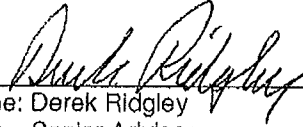
On the Pay-Off Date, Bank shall deliver to Borrower (i) UCC-3 Termination Statements to terminate all UCC Financing Statements in Bank's favor with respect to (1) Borrower and any of Borrower's property or assets and (2) any third party and any of its property or assets that guarantied the Obligations or provided collateral security therefor; (ii) any other documents necessary to release or terminate any lien with respect to Borrower's intellectual property or other property or assets; and (iii) notices to terminate any deposit or securities account control agreements relating to the any assets in which Borrower or any other party has pledged a security interest to Bank to secure the obligations arising under the Loan Documents. Bank authorizes Borrower, upon or after the Pay-Off Date, to (a) file such UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets and (b) deliver such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest to third parties. All such agreements, documents, and instruments which are requested by Borrower to be delivered by Bank on or after the Pay-Off Date shall be prepared at no cost or expense to Bank; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees) shall be reimbursed promptly by Borrower on

demand. Borrower hereby waives any and all claims and releases Bank and its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and representatives and agents harmless from all claims, liabilities, damages, fees, costs and expenses associated with, caused by, or arising from Bank's preparation of any the aforementioned documents.

This letter agreement shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

SILICON VALLEY BANK

By: 
Name: Derek Ridgley
Title: Senior Advisor

Acknowledged by:

Borrower:

Nexcura, Inc.

By: 

Name: Peter Hoover
Title: President