

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sanarus Medical Incorporated		07/09/2009	CORPORATION: DELAWARE
Horizon Technology Funding Company LLC		07/10/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sanarus Technologies, LLC
Street Address:	4696 Willow Road
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2847642	SANARUS MEDICAL, INC.
Registration Number:	2847641	SANARUS
Registration Number:	2751327	THE VISIBLE DIFFERENCE IN BREAST CARE
Registration Number:	2837181	VISICA
Registration Number:	2899307	CIRCLE OF CARE SCREENING DIAGNOSIS TREATMENT FOLLOW-UP
Registration Number:	3024509	CASSI
Registration Number:	3216504	CASSI II
Registration Number:	3214148	VISICA ICE
Registration Number:	3295500	IMARC
Serial Number:	77186915	CRYO HALO
Serial Number:	77430957	STICK-FREEZE TECHNOLOGY
Registration Number:	2750244	CENTRICA

OP \$315.00 2847642

CORRESPONDENCE DATA

Fax Number: (949)588-6172
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 949-588-6171
Email: pto@crockett-crockett.com
Correspondent Name: CROCKETT & CROCKETT, P.C.
Address Line 1: 26020 Acero, Suite 200
Address Line 4: Mission Viejo, CALIFORNIA 92692

ATTORNEY DOCKET NUMBER:	408.00
NAME OF SUBMITTER:	K. David Crockett, Esq.
Signature:	/K. David Crockett/
Date:	09/11/2009

Total Attachments: 8
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ASSIGNMENT OF TRADEMARKS

WHEREAS, Sanarus Medical Incorporated, a Delaware corporation (the “Debtor”), with its principal place of business located at 600 California Street, Suite 1300, San Francisco, CA 94108, is the owner of the entire right, title and interest in and to the Trademarks and Trademark Applications (as defined below);

WHEREAS, the Debtor is indebted to Horizon Technology Funding Company LLC, a Delaware limited liability company (the “Lender”), which holds security interests in substantially all of the Debtor’s property, including the Trademarks and Trademark Applications;

WHEREAS, the Debtor is currently in default of its obligations to the Lender pursuant to the terms of a Venture Loan and Security Agreement, dated as of June 28, 2006, by and between the Lender and the Debtor, as amended by the Amendment of Venture Loan and Security Agreement, dated as of June 19, 2008 (as amended, modified, or supplemented from time to time, the “Loan Agreement”);

WHEREAS, the Lender is entitled to exercise its remedies under the Loan Agreement and applicable law, including a disposition by private sale of all or part of the Lender’s collateral pursuant to Sections 42a-9-610, 42a-9-617 and other applicable sections of the Uniform Commercial Code as presently enacted in the State of Connecticut (including, to the extent applicable, the Uniform Commercial Code as enacted in any other state) (the “Code”), with the proceeds of such sale to be applied as required by the Purchase Agreement (as defined below) and the Code;

WHEREAS, the Lender and Debtor wish to sell the Trademarks and Trademark Applications;

WHEREAS, Sanarus Technologies, LLC, a California limited liability company (the “Buyer”), having a principal place of business at 4696 Willow Road, Pleasanton, California 94588, desires to acquire the Debtor’s entire right, title, and interest in and to the Trademarks and Trademark Applications, by and pursuant to that certain Agreement for Sale of Purchased Assets of Sanarus Medical Incorporated, dated as of July 10, 2009, by and between the Lender, the Debtor, and the Buyer (the “Purchase Agreement”); and

WHEREAS, capitalized terms used but not defined herein shall have meanings given them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including the Purchase Price paid by the Buyer, the receipt and sufficiency of which is hereby acknowledged, the Lender, through the foreclosure sale, does hereby sell, assign, transfer and set over unto the Buyer, its successors and assigns, the Debtor’s and the Lender’s entire right, title and interest in and to all trademarks and trademark applications of the Debtor, including without limitation those listed on Schedule A attached hereto, and all file histories and documentation, including, without limitation, all trademark search results, clearance studies and watch notices that relate to such trademarks and trademark applications, and all associated goodwill associated with any of the foregoing (the foregoing, collectively, the “Trademarks and Trademark Applications”); together with all rights, credits,

judgments, choses in action, rights of set-off and any and all other claims of every type and nature of, for or arising from or relating to past, present or future infringement, disparagement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Trademarks and Trademark Applications, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors and assigns together with all goodwill of the Debtor in connection with which the aforesaid Trademarks and Trademark Applications have been used.

AND, the Buyer hereby accepts the assignment and transfer of the Trademarks and Trademark Applications as set forth herein.

Except for the representations and warranties set forth in Section 3.1 of the Purchase Agreement, (a) the Purchased Assets are being sold "as is and where is" and the Lender makes no, and hereby disclaims any, representation or warranty to the Buyer with respect to the Purchased Assets, the transactions contemplated hereby, or the Debtor's right, title, and interest in the Purchased Assets, including, without limitation, any warranty of merchantability or fitness for a particular purpose; and (b) there is no warranty relating to title, possession, quiet enjoyment, or the like in this disposition. Without limiting the generality of the foregoing, the Lender makes no representation or warranty, express or implied, as to the validity or utility of the Purchased Assets, the status of any issued patents or registered trademarks or any applications for patents or trademarks, whether transfer documentation executed by the Lender and the Buyer is sufficient to transfer title to Intellectual Property registered in foreign jurisdictions, whether the Intellectual Property or any use thereof infringes on the rights of others, whether any intent-to-use trademark applications are assignable, or whether any license agreements and other contracts are assignable. Further, there is no warranty as to the existence, location or condition of any tangible assets constituting Purchased Assets.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Lender has caused this instrument to be executed by its duly authorized officer on the date set forth below.

Date: July 10, 2009

LENDER: HORIZON TECHNOLOGY FUNDING COMPANY LLC
By: Horizon Technology Finance Management LLC, its agent

By: *Robert D. Pomeroy, Jr.*
Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer

State of Connecticut)
County of Hartford) ss

On July 10, 2009, before me appeared Robert D. Pomeroy, to me personally known who, being duly sworn, did depose and say that he is the Chief Executive Officer of Horizon Technology Finance Management LLC, agent for HORIZON TECHNOLOGY FUNDING COMPANY LLC, the Delaware limited liability company named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said Delaware limited liability company; and said Robert D. Pomeroy acknowledged said instrument to be the free and authorized act and deed of said Delaware limited liability company.

[Signature]
~~Notary Public~~ *Commissioner of the Superior Court of*
My Commission Expires: _____ *State of Connecticut*

IN WITNESS WHEREOF, the Debtor has caused this instrument to be executed by its duly authorized officer on the date set forth below.

Date: July 9, 2009

DEBTOR: SANARUS MEDICAL INCORPORATED

By: [Signature]
Name: Russell K. Burbank
Title: President and Chief Executive Officer

State of California)
County of San Francisco) ss

On July 9, 2009, before me appeared Russell K. Burbank, to me personally known who, being duly sworn, did depose and say that he is the President and Chief Executive Officer of SANARUS MEDICAL INCORPORATED, the Delaware corporation named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said Delaware corporation; and said Russell K. Burbank acknowledged said instrument to be the free and authorized act and deed of said Delaware corporation.

[Signature]
Notary Public
My Commission Expires: _____



[Signature Page to Assignment of Trademarks]

The undersigned Sanarus Technologies, LLC, hereby accepts to the assignment and conveyance of the Patents and Patent Applications pursuant to this Assignment of Trademarks.

IN WITNESS WHEREOF, the Sanarus Technologies, LLC has caused this instrument to be executed by its duly authorized officer this July 10, 2009.

DEBTOR: SANARUS TECHNOLOGIES, LLC

By: [Signature]
Name: Barbara J. Hardman
Title: Manager

State of _____)
County of _____) ss

On this July ____, 2009 before me appeared Barbara J. Hardman, to me personally known who, being duly sworn, did depose and say that she is the Manager of SANARUS TECHNOLOGIES, LLC, the California limited liability company named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said California limited liability company; and said Manager acknowledged said instrument to be the free and authorized act and deed of said California limited liability company.

[Signature]
Notary Public

My Commission Expires: May 24, 2009

SEE ATTACHED
ACKNOWLEDGEMENT

[Signature Page to Assignment of Trademarks]

**CALIFORNIA ALL-PURPOSE CERTIFICATE
OF ACKNOWLEDGMENT**

**State of California
County of Alameda**

On 10th July 2009 before me, **Sandeep Shah** (Notary Public)

personally appeared Barbara J. Hardman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the state of California that the forgoing paragraph is true and correct.

Sandeep Shah
Signature of Notary



Optional Information

Date of Document: 10th July 2009

Type or Title of Document: assignment of Trademarks

Number of Pages in Document: 8

Document in a Foreign Language: _____

Type of Satisfactory Evidence:

Personally known with Paper Identification

Paper Identification

Credible Witness(es)

Capacity of Signer:

Trustee

Power of Attorney

CEO/CFO/COO

President/Vice-President/Secretary/Treasurer

Other: _____

Other Information

SCHEDULE A TO THE ASSIGNMENT OF TRADEMARKS

**Sanarus Medical Incorporated
Trademarks and Trademark Applications**

Docket No.	Title	Filing Date	Serial No.	Registration No. (Date Registered)
403.17	SANARUS MEDICAL, INC. (word mark)	8/2/99	75/765,840	2,847,642 (6/1/04)
403.19 AU	NEOCURE (word mark)	2/2/00	821912	821912 (2/2/00)
Community Trademark	NEOCURE (word mark)	2/2/00	1484922	1484922 (5/15/01)
403.21	SANARUS (word mark)	8/2/99	75/765,831	2,847,641 (6/1/04)
403.21 AU	SANARUS (word mark)	2/2/00	821911	821911 (2/2/00)
403.21 BR	SANARUS (word mark)	2/2/00	822428300	822418300 (12/13/05)
403.21 CA	SANARUS (word mark)	2/1/00	1044598	656334 (1/11/06)
403.21 EPO	SANARUS (word mark)	2/1/00	001485069	001485069 (3/15/01)
403.21 JP	SANARUS (word mark)	2/2/00	2000-7509	44308070 (11/2/00)
408.03	VISIBLE DIFFERENCE IN BREASTCARE (word mark)	4/13/01	78/058,412	2,751,327 (8/12/03)
408.05	CENTRICA	9/21/01	78/080,327	2,750,244 (8/12/03)
406.06	VISICA	8/21/01	78/080,323	2,837,181 (4/27/04)
408.09	CIRCLE OF CARE (logo)	5/7/02	78/126,992	2,899,307 (11/2/04)

Docket No.	Title	Filing Date	Serial No.	Registration No. (Date Registered)
408.12	CASSI (word mark)	12/2/03	78/335,271	3,024,509 (12/6/05)
408.16	CASSI II	7/7/05	78/665,600	3,216,504 (3/6/07)
408.17	VISICA ICE	12/8/05	78/769,234	3,214,148 (2/27/07)
408.19	IMARC	2/28/06	78/825,117	3295500 (9/18/07)
408.20	CRYO HALO	5/22/07	77/186,915	
408.21	STICK FREEZE TECHNOLOGY	3/25/08	77/430,957	