

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CHEETAH MEDICAL LTD		10/27/2009	CORPORATION: BRITISH VIRGIN ISLANDS
<b>RECEIVING PARTY DATA</b>			
Name:	STENHAM GLOBAL SERVICES LTD.		
Street Address:	Kingsway House, Havilland Street		
City:	St Peter Port, Guernsey		
State/Country:	UNITED KINGDOM		
Postal Code:	GY1 2QE		
Entity Type:	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 6</b>			
Property Type	Number	Word Mark	
Serial Number:	77112754	CHEETAH ACTIVE	
Serial Number:	77165293	ECO	
Serial Number:	77112716	WINDOW TO THE HEART	
Serial Number:	77112650	CHEETAH RELIANT	
Registration Number:	3316001	NICOM	
Registration Number:	3472950	BIOREACTANCE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(800)494-7512		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(800) 494-5225		
Email:	jdougherty@nationalcorp.com		
Correspondent Name:	Joseph Dougherty		
Address Line 1:	1100 G Street NW		
Address Line 2:	Suite 420		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

OP \$165.00 77112754

**TRADEMARK**

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Alon Ziv
Signature:	/Alon Ziv/
Date:	11/18/2009

Total Attachments: 8

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of October 27, 2009, is made by and between **CHEETAH MEDICAL LTD.**, a corporation organized under the laws of the British Virgin Islands (the "Grantor"), and **STENHAM GLOBAL SERVICES LTD.** (together with its successors, designees and assigns, the "Lender").

### WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among the Grantor and the Lender, entered into pursuant to that certain Convertible Bridge Loan Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor and the Lender; and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor is required to execute and deliver to the Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Pledge and Security Agreement, and, if not therein defined, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) The Grantor hereby grants to the Lender a first priority security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, business names, fictitious business names, internet domain names, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(ii) the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;

(iii) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;

(iv) any and all agreements granting any right in, to or under Trademarks to which the Grantor is a party (whether the Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time); and

(v) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

(b) Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interests granted herein attach to any lease, license, contract, property rights or agreement to which the Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Pledge and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern and control.

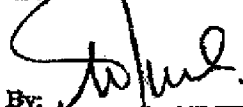
4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CHEETAH MEDICAL LTD.**

as the Grantor



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

Name: Stephen G Dumbrell

Title: Director & Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**STENHAM GLOBAL SERVICES LTD.**

as Lender

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

Name: MERRICK WOLMAN

Title: DIRECTOR

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES  
(See attached)



Trademarks

Trademark: CHEETAH ACTIVE								
	Country	Class	Earliest Priority	Filing Date Application No.	Registration Date Registration No.		Status	Owner
	USA	10		21-Feb-2007 77/112,754	22-Jul-2008 3,473,074		Registered	Cheetah Medical Ltd.

Trademark: ECO								
	Country	Class	Earliest Priority	Filing Date Application No.	Registration Date Registration No.		Status	Owner
	USA	10		25-Apr-2007 77/165,293			Allowed	Cheetah Medical Ltd.

Trademark: WINDOW TO THE HEART								
	Country	Class	Earliest Priority	Filing Date Application No.	Registration Date Registration No.		Status	Owner
	USA	44		21-Feb-2007 77/112,716	22-Jul-2008 3,473,073		Registered	Cheetah Medical Ltd.

Trademark: CHEETAH RELIANT								
	Country	Class	Earliest Priority	Filing Date Application No.	Registration Date Registration No.		Status	Owner
	USA	10		21-Feb-2007 77/112,650	16-Sep-2008 3,502,326		Registered	Cheetah Medical Ltd.

Trademark: NICOM								
	Country	Class	Earliest Priority	Filing Date Application No.	Registration Date Registration No.		Status	Owner
	USA	10		29-Dec-2006 77/073,203	23-Oct-2007 3,316,001		Registered	Cheetah Medical Ltd.
	Canada		29-Dec-2006 77/073,203	27-Jun-2007 1,353,532	20-Aug-2008 TMA721,441		Registered	Cheetah Medical Ltd.
	Israel	10	29-Dec-2006 77/073,203	27-Jun-2007 201710	13-Aug-2009 201710		Registered	Cheetah Medical Ltd.
	Japan	10	29-Dec-2006 77/073,203	28-Jun-2007 2007-69667	09-Nov-2007 5089997		Registered	Cheetah Medical Ltd.
	China		29-Dec-2006 77/073,203	29-Jun-2007 6137875			Pending	Cheetah Medical Ltd.
	Europe	9, 10 and 44	29-Dec-2006 77/073,203	29-Jun-2007 006053557	26-May-2008 6053557		Registered	Cheetah Medical Ltd.

Trademark: BIOREACTANCE								
	Country	Class	Earliest Priority	Filing Date Application No.	Registration Date Registration No.		Status	Owner
	USA	10		29-Dec-2006 77/073,098	22-Jul-2008 3,472,950		Registered	Cheetah Medical Ltd.
	Canada	10	29-Dec-2006 77/073,098	27-Jun-2007 1,353,533			Pending	Cheetah Medical Ltd.
	Israel	10	29-Dec-2006 77/073,098	27-Jun-2007 201711	04-Dec-2008 201711		Registered	Cheetah Medical Ltd.
	Japan	10	29-Dec-2006 77/073,098	28-Jun-2007 2007-69669	19-Oct-2007 5085067		Registered	Cheetah Medical Ltd.
	China	10	29-Dec-2006 77/073,098	29-Jun-2007 6137874			Pending	Cheetah Medical Ltd.
	Europe	9, 10 and 44	29-Dec-2006 77/073,098	29-Jun-2007 006053656	15-May-2008 006053656		Registered	Cheetah Medical Ltd.