

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT        |                       |
| <b>NATURE OF CONVEYANCE:</b>     |  | SECURITY INTEREST     |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Coherex Medical, Inc.            |  | 01/19/2010            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Zions First National Bank  |                       |                       |
| <b>Street Address:</b>           | One South Main Street, Suite 200   |                       |                       |
| <b>City:</b>                     | Salt Lake City   |                       |                       |
| <b>State/Country:</b>            | UTAH   |                       |                       |
| <b>Postal Code:</b>              | 84111  |                       |                       |
| <b>Entity Type:</b>              | National Association: UNITED STATES  |                       |                       |
| <b>PROPERTY NUMBERS Total: 4</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>            | 78898624   | COHEREX MEDICAL       |                       |
| <b>Serial Number:</b>            | 77016092   | COHEREX MEDICAL       |                       |
| <b>Serial Number:</b>            | 77327245   | COHEREX FLATSTENT     |                       |
| <b>Serial Number:</b>            | 77859220   | WAVECREST             |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (801)799-5700  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 801 799 5800   |                       |                       |
| <b>Email:</b>                    | klanderson@hollandhart.com   |                       |                       |
| <b>Correspondent Name:</b>       | Joanna L. Radmall  |                       |                       |
| <b>Address Line 1:</b>           | 60 East South Temple, Suite 2000   |                       |                       |
| <b>Address Line 4:</b>           | Salt Lake City, UTAH 84111   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 17173.0076   |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Joanna L. Radmall  |                       |                       |

**CH \$115.00 78898624**

**900152597**

**TRADEMARK  
 REEL: 004134 FRAME: 0472**

|   |                     |
|---|---------------------|
| Signature:  | /Joanna L. Radmall/ |
| Date:   | 01/20/2010          |
| <p><b>Total Attachments: 19</b></p> <p>source=6. Security Agreement (Intellectual Property)#page1.tif<br/>source=6. Security Agreement (Intellectual Property)#page2.tif<br/>source=6. Security Agreement (Intellectual Property)#page3.tif<br/>source=6. Security Agreement (Intellectual Property)#page4.tif<br/>source=6. Security Agreement (Intellectual Property)#page5.tif<br/>source=6. Security Agreement (Intellectual Property)#page6.tif<br/>source=6. Security Agreement (Intellectual Property)#page7.tif<br/>source=6. Security Agreement (Intellectual Property)#page8.tif<br/>source=6. Security Agreement (Intellectual Property)#page9.tif<br/>source=6. Security Agreement (Intellectual Property)#page10.tif<br/>source=6. Security Agreement (Intellectual Property)#page11.tif<br/>source=6. Security Agreement (Intellectual Property)#page12.tif<br/>source=6. Security Agreement (Intellectual Property)#page13.tif<br/>source=6. Security Agreement (Intellectual Property)#page14.tif<br/>source=6. Security Agreement (Intellectual Property)#page15.tif<br/>source=6. Security Agreement (Intellectual Property)#page16.tif<br/>source=6. Security Agreement (Intellectual Property)#page17.tif<br/>source=6. Security Agreement (Intellectual Property)#page18.tif<br/>source=6. Security Agreement (Intellectual Property)#page19.tif</p> |                     |

**SECURITY AGREEMENT  
(Intellectual Property)**

This Security Agreement (the "Security Agreement") is made between Coherex Medical, Inc. ("Borrower"), a Delaware corporation, and Zions First National Bank ("Lender") pursuant to a Loan Agreement between Lender and Borrower dated January 19, 2010 (the "Loan Agreement").

For good and valuable consideration, receipt of which is hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Loan Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the Uniform Commercial Code which are used herein shall have the meanings set forth in the Uniform Commercial Code, except as expressly defined otherwise. As used herein, the term:

"Collateral" means the property described in Section 2 Grant of Security Interest, except to the extent any such property (i) is a license where Borrower is the licensee and such license is nonassignable by its terms without the consent of licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including without limitation sections 9-406 and 9-408 of the Uniform Commercial Code, and (ii) constitutes the capital stock of a controlled foreign corporation, in excess of sixty-five percent (65%) of the voting power of all classes of capital stock of such controlled foreign corporations entitled to vote.

"Default Rate" means the default interest rate provided in the Promissory Notes.

"Intellectual Property" shall have the meaning set forth in Section 2 Grant of Security Interest.

"Licenses" shall have the meaning set forth in Section 2 Grant of Security Interest.

"Liquidation Costs" means the reasonable costs and out of pocket expenses incurred by Lender in obtaining possession of any Collateral, in storage and preparation for sale, lease or other disposition of any Collateral, in the sale, lease, or other disposition of any or all of the Collateral, and/or otherwise incurred in foreclosing on any of the Collateral, including, without limitation, (a) reasonable attorneys fees and legal expenses, (b) reasonable transportation and storage costs, (c) reasonable advertising costs, (d) reasonable sale commissions, (e) sales tax and license fees, (f) reasonable costs for improving or repairing any of the Collateral, and (g) reasonable costs for preservation and protection of any of the Collateral.

"Patents" shall have the meaning set forth in Section 2 Grant of Security Interest.

"Trade Secrets" shall have the meaning set forth in Section 2 Grant of Security Interest.

"Trademarks" shall have the meaning set forth in Section 2 Grant of Security Interest.

“Uniform Commercial Code” means the Uniform Commercial Code as adopted now or in the future in the State of Utah.

2. Grant of Security Interest.

a. Patents. Borrower hereby grants to Lender a security interest in all right, title and interest of Borrower in and to the patent applications and patents listed on the Schedule of Patents hereto, which is incorporated herein by reference, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the “Patents”).

b. Trademarks. Borrower hereby grants to Lender a security interest in all right, title and interest of Borrower in and to the trademark applications and trademarks listed on the Schedule of Trademarks hereto, which is incorporated herein by reference, including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (collectively, the “Trademarks”), and the good will of the business to which each of the Trademarks relates.

c. Trade Secrets. Borrower hereby grants to Lender a security interest in all of Borrower’s trade secrets and other proprietary information, now existing or created in the future, and all proceeds thereof (collectively, the “Trade Secrets”).

d. Intellectual Property. Borrower hereby grants to Lender a security interest in all general intangibles of Borrower, presently existing or hereafter created, including general intangibles as defined in the Uniform Commercial Code, trademarks, service marks, business names, and goodwill relating thereto, copyrights (including, without limitation, copyrights for computer programs), whether or not published, unpatented inventions (whether or not patentable), patents, patent applications, all internet domain names and addresses, license agreements relating to any of the foregoing and all royalties and other income therefrom, books, records, computer tapes, disks and drives, flow diagrams, specification sheets, source codes, object codes, and all other physical manifestations of the foregoing, the right to sue for all past, present and future infringements of the foregoing, any and all claims for damages relating thereto, all rents, profits and issues thereof, and all proceeds thereof (collectively, the “Intellectual Property”).

e. Licenses. Borrower hereby grants Lender a security interest in all right, title, and interest of Borrower in, to and under all license agreements and contracts created now existing or in the future, all amendments, modifications, and replacements thereof, all royalties and other amounts owing thereunder, and all proceeds thereof (collectively, the “Licenses”).

(The Patents, Trademarks, Trade Secrets, Intellectual Property, and Licenses are collectively referred to herein as the “Collateral”.)

Borrower and Lender acknowledge their mutual intentions that the security interests contemplated herein are given as a contemporaneous exchange for new value to Borrower,

regardless of when advances to Borrower are actually made or when the Collateral is created or acquired.

3. Debts Secured. The security interest granted by this Security Agreement shall secure all of Borrower's present and future debts, obligations, and liabilities of whatever nature to Lender, including, without limitation, (a) the Term Loan A Note of Borrower in favor of Lender dated January 19, 2010, in the original principal amount of two million dollars (\$2,000,000.00), and all renewals, extensions, modifications and replacements thereof (including any which increase the original principal amount), (b) the Term Loan B Note of Borrower in favor of Lender dated January 19, 2010, in the original principal amount of three million dollars (\$3,000,000.00), and all renewals, extensions, modifications and replacements thereof (including any which increase the original principal amount), (c) all obligations of Borrower arising from or relating to the Loan Documents, including, without limitation, this Security Agreement, (d) advances of the same kind and quality or relating to this transaction, (e) transactions in which the documents evidencing the indebtedness refer to this grant of security interest as providing security therefor, and (f) all overdrafts on any account of Borrower maintained with Lender, now existing or hereafter arising.

Borrower and Lender expressly acknowledge their mutual intent that the security interests created by this Security Agreement secure any and all present and future debts, obligations, and liabilities of Borrower to Lender without any limitation whatsoever.

4. Location of Borrower and Collateral. Borrower represents and warrants that:

a. Borrower is a corporation organized under the laws of the State of Delaware.

b. The complete and exact name of Borrower is Coherex Medical, Inc.

c. The organizational identification number, if any, assigned to Borrower by Borrower's state of organization is 3675253.

d. During the five (5) years preceding the date of this Security Agreement:

(i) Borrower has not been known by nor used any legal, fictitious or trade name;

(ii) Borrower has not changed its name in any respect, except that Borrower changed its name from Proximare, Inc. in 2006;

(iii) Borrower has not been the surviving entity of a merger or consolidation;

(iv) Borrower has not acquired all or substantially all of the assets of any person or entity.

e. Borrower's chief executive office and principal place of business is located at 3598 West 1820 South, Salt Lake City, Utah 84104.

f. During the five (5) years preceding the date of this Security Agreement, there has not been any change in any of the above location, except that until July 2007, Borrower's chief executive office was located at 2302 S. Presidents Drive, Suite L, Salt Lake City, Utah 84120.

Borrower agrees that it will not change its state of incorporation, any of the above locations or create any new locations for such matters without giving Lender at least thirty (30) days prior written notice thereof.

5. Representations and Warranties Concerning Collateral. Borrower represents and warrants that:

a. Borrower is the sole owner of the Collateral except for licenses granted in the ordinary course of business.

b. The Collateral is not subject to any license, security interest, lien, assignment, or other encumbrance of any nature whatsoever except for nonexclusive licenses granted in the ordinary course of business and Permitted Liens.

c. All information set forth in the Schedules attached hereto is correct, accurate, and complete in all material respects.

d. Each of the Patents is valid and enforceable. No claim has been made that the use of any of the Patents violates or may violate the rights of any person or entity. Borrower has used proper statutory notice in connection with all uses of the Patents.

e. Each of the Trademarks is valid and enforceable. No claim has been made that the use of any of the Trademarks violates or may violate the rights of any person or entity. Borrower has used proper statutory notice in connection with all uses of the Trademarks. Borrower has used consistent standards of quality in the manufacture of products and in providing services sold under the Trademarks.

f. Borrower currently has not granted any licenses. In the future, if Borrower grants licenses, each license shall be subject to this Security Agreement.

g. Except as set forth on the attached Schedule of Patents, Schedule of Trademarks, Borrower has no right, title, or interest in, or license to use, any patents, patent applications, unpatented inventions, trademarks, or copyrights which are material to the operation and conduct of Borrower's business as presently operated and conducted and as anticipated to be operated and conducted.

6. Covenants Concerning Collateral. Borrower covenants that:

a. Borrower will keep the Collateral free and clear of any and all security interests, liens, assignments or other encumbrances and licenses, except nonexclusive licenses granted in the ordinary course of business and Permitted Liens.

b. Borrower hereby authorizes Lender to file UCC Financing Statements concerning the Collateral. Borrower agrees to execute and deliver any documents (properly endorsed, if necessary) reasonably requested by Lender for perfection or enforcement of any security interest or lien, and to give good faith, diligent cooperation to Lender, and to perform such other acts reasonably requested by Lender for perfection and enforcement of any security interest or lien. Lender is authorized to file, record, or otherwise utilize such documents as it deems necessary to perfect and/or enforce any security interest or lien granted hereunder.

c. Borrower shall promptly advise Lender of any material deterioration in the Collateral, any material claim concerning the Collateral, including without limitation, the development of any material new Collateral or any material modifications to the Collateral, any claim of infringement, any claim challenging the validity or enforceability of any Collateral, and any other event which may have a material, adverse effect upon any of the Collateral and/or the rights and remedies of Lender concerning the Collateral.

d. Borrower shall promptly apply for a patent for all new inventions which are patentable with the United States Patent and Trademark Office and promptly advise Lender of the filing of the application for such patent. Borrower shall use proper statutory notice in connection with all uses of the Patents.

e. Borrower shall promptly register all new trademarks which are eligible for registration with the United States Patent and Trademark Office and promptly advise Lender of the filing of the application for such registration. Borrower shall use proper statutory notice in connection with all uses of the Trademarks. Borrower shall use consistent standards of quality in the manufacture of products and in providing services sold under the Trademarks.

f. Borrower will at all times comply with and timely and properly perform all of its material obligations and duties under the Licenses. Borrower will not terminate, modify or amend the Licenses without providing prompt written notice to Lender. Borrower will promptly notify Lender of any material default or event which, with the passage of time or the giving of notice or both, would constitute a material default under the Licenses.

7. Patent Provisions. So long as any obligations secured by this Security Agreement are outstanding and unpaid, if Borrower shall obtain any rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patents or any improvement on any Patent, this Security Agreement shall automatically apply thereto and Borrower shall give Lender prompt notice thereof in writing.

Borrower hereby authorizes Lender to modify this Security Agreement by amending the Schedule of Patents to include any future patents and patent applications of Borrower.

So long as no event of default has occurred under this Security Agreement, Borrower shall have the right, with the consent of Lender, to bring suit in its own name, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject Lender to any risk of liability, to enforce the Patents and any licenses thereunder.

Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Section 7.

8. Trademark Provisions. Borrower hereby grants Lender and its representatives the right to visit Borrower's offices, plants, and facilities to inspect products, materials, and quality control records relating to the Trademarks at reasonable times during regular business hours. Borrower shall do any and all acts requested by Lender to insure consistent standards of quality in the manufacture of products and in providing services sold under the Trademarks.

Borrower authorizes Lender to modify this Security Agreement by amending the Schedule of Trademarks to include any future trademarks and trademark applications of Borrower.

So long as no event of default has occurred under this Security Agreement, Borrower shall have the right, with the written consent of Lender, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to protect or enforce the Trademarks, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject Lender to any risk of liability. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Section 8.

9. Right to Perform for Borrower. Lender may, upon the occurrence and during the continuance of an Event of Default and after expiration of any applicable cure periods, in its sole discretion and without any duty to do so, elect to discharge taxes, tax liens, security interests, or any other encumbrance upon the Collateral, other than Permitted Liens securing obligations which are not in default, perform any duty or obligation of Borrower, pay filing, recording, insurance and other charges payable by Borrower, or provide insurance as provided herein if Borrower fails to do so after ten (10) days notice from Lender. Any such payments advanced by Lender shall be repaid by Borrower upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

Borrower hereby authorizes and empowers Lender to upon the occurrence and during the continuance of an Event of Default and after expiration of any applicable cure periods make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use, preserve, or protect the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any third person. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable so long as any obligations secured hereby are outstanding and unpaid.

10. Default. Time is of the essence of this Security Agreement. The occurrence of any Event of Default shall constitute a default under this Security Agreement.



No course of dealing or any delay or failure to assert any default shall constitute a waiver of that default or of any prior or subsequent default.

11. Remedies. Upon the occurrence of an Event of Default, which is continuing, and after the expiration of any applicable cure periods, Lender shall have the following rights and remedies, in addition to all other rights and remedies existing at law, in equity, or by statute or provided in the Loan Documents:

a. Lender shall have all the rights and remedies available under the Uniform Commercial Code;

b. Lender shall have the right to enter upon any premises where the Collateral or records relating thereto may be and take possession of the Collateral and such records;

c. Upon request of Lender, Borrower shall, at the expense of Borrower, assemble the Collateral and records relating thereto at a place designated by Lender and tender the Collateral and such records to Lender;

d. Lender may elect to assume all right, title and interest of Borrower under the Licenses;

e. Without notice to Borrower, Lender may obtain the appointment of a receiver of the business, property and assets of Borrower and Borrower hereby consents to the appointment of Lender or such person as Lender may designate as such receiver; and

f. Lender may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the Liquidation Costs, apply the remainder to pay, or to hold as a reserve against, the obligations secured by this Security Agreement.

Borrower shall be liable for all deficiencies owing on any obligations secured by this Security Agreement after liquidation of the Collateral. Lender shall not have any obligation to prepare any Collateral for sale, lease or other disposition.

The rights and remedies herein conferred are cumulative and not exclusive of any other rights and remedies and shall be in addition to every other right, power and remedy herein specifically granted or hereafter existing at law, in equity, or by statute which Lender might otherwise have, and any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient. No delay or omission in the exercise of any such right, power or remedy or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver thereof or of any default or to be an acquiescence therein.

In the event of breach or default under the terms of this Security Agreement, Borrower agrees to pay all costs and expenses, including reasonable attorneys fees and legal expenses, incurred by or on behalf of Lender in enforcing, or exercising any remedies under, this Security Agreement, and any other rights and remedies. Additionally, Borrower agrees to pay all Liquidation Costs. Any and all such costs, expenses, and Liquidation Costs shall be payable by

Borrower upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

Regardless of any breach or default, Borrower agrees to pay all expenses, including reasonable attorneys fees and legal expenses, incurred by Lender in any bankruptcy proceedings of any type involving Borrower, the Collateral, or this Security Agreement, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

12. Obligations of Lender on Licenses. This Security Agreement shall not create or impose any obligation or liability on Lender to perform any duty or obligation or pay any liability of Borrower under the Licenses. Lender shall be obligated and liable on the Licenses only if Lender elects to exercise its remedy of assuming all right, title and interest of Borrower under the applicable Licenses or purchases the right, title and interest of Borrower under the applicable Licenses upon foreclosure sale pursuant to this Security Agreement.

13. Notices. All notices or demands by any party hereto shall be in writing and shall be sent as provided in the Loan Agreement.

14. Indemnification. Borrower hereby agrees to indemnify Lender for all liabilities and damages (including contract, tort and equitable claims) which may be awarded against Lender, and for all reasonable attorneys fees, legal expenses and other expenses incurred in defending such claims, arising from or relating in any manner to the negotiation, execution or performance by Lender of the Loan Documents (including all reasonable attorneys fees, legal expenses and other expenses incurred in defending any such claims brought by Borrower if Borrower does not prevail in such actions), excluding only breach of contract by Lender and excluding any such liabilities and damages or any attorneys fees, legal expenses and other expenses caused by Lender's gross negligence or willful misconduct. Lender shall have sole and complete control of the defense of any such claims and is hereby given authority to settle or otherwise compromise any such claims as Lender in good faith determines shall be in its best interests.

15. General. This Security Agreement is made for the sole and exclusive benefit of Borrower and Lender and is not intended to benefit any third party. No such third party may claim any right or benefit or seek to enforce any term or provision of this Security Agreement.

Lender and its officers, directors, employees, representatives, agents, and attorneys, shall not be liable to Borrower or any Guarantor for consequential damages arising from or relating to any breach of contract, tort, or other wrong in connection with or relating to this Security Agreement or the Collateral.

If the incurring of any debt by Borrower or the payment of any money or transfer of property to Lender by or on behalf of Borrower or any Guarantor should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively "voidable transfers"), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or state law, and Lender is required to repay or restore any voidable

transfers or the amount or any portion thereof, or upon the advice of Lender's counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys fees of Lender related thereto, the liability of Borrower and any guarantor, and each of them, and this Security Agreement, shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

This Security Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

All references in this Security Agreement to the singular shall be deemed to include the plural if the context so requires and vice versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation.

All agreements, representations, warranties and covenants made by Borrower shall survive the execution and delivery of this Security Agreement, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to Lender contemplated by this Security Agreement is outstanding and unpaid, notwithstanding any termination of this Security Agreement. All agreements, representations, warranties and covenants in this Security Agreement shall bind the party making the same and its heirs and successors, and shall be to the benefit of and be enforceable by each party for whom made and their respective heirs, successors and assigns.

This Security Agreement, together with the Loan Documents, constitute the entire agreement between Borrower and Lender as to the subject matter hereof and may not be altered or amended except by written agreement signed by Borrower and Lender. All other prior and contemporaneous agreements, arrangements, and understandings between the parties hereto as to the subject matter hereof are, except as otherwise expressly provided herein, rescinded.

Dated: January 19, 2010.

Lender:

Zions First National Bank

By: Thomas C. Etzel  
Name: Thomas C. Etzel  
Title: Senior Vice President

Borrower:

Coherex Medical, Inc.

By: *R. J. Linder*  
Name: RICHARD J. LINDER  
Title: PRESIDENT / CEO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Utah )  
 : ss.  
COUNTY OF Salt Lake )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19th day of January, 2010, personally appeared Richard J. Linder to me known personally, and who, being by me duly sworn, deposes and says that he/she is the President / CEO of Coherex Medical, Inc., the Borrower in the foregoing Security Agreement (Intellectual Property), and that said instrument was signed and sealed on behalf of said Borrower, and said Richard J. Linder acknowledged said instrument to be the free act and deed of said Borrower.

My Commission Expires:  
8/19/13

NOTARY PUBLIC  
Residing at: Michelle Farnsworth  
Salt Lake City, UT



**SCHEDULE OF PATENTS**

**PATENTS**

| <b>Coherex File No.</b> | <b>Title</b>   | <b>Patent App. No.</b> | <b>App. Type</b>   |
|-------------------------|--|------------------------|--------------------|
| P 1.1 US                | Patent foramen ovale (PFO) closure devices, delivery apparatus and related methods and systems | 10/964,311             | US Utility         |
| P 1.1 CA                | Patent foramen ovale (PFO) closure   | 2,542,089              | Canadian           |
| P 1.1 EP                | Patent foramen ovale (PFO) closure   | 4794931.8              | European           |
| P 1.1 JP                | Patent foramen ovale (PFO) closure   | 2006-534466            | Japanese           |
| P 1.1 AU                | Patent foramen ovale (PFO) closure   | 2004279466             | Australian         |
| P 1.2 US                | Patent foramen ovale closure devices, delivery apparatus and related methods and systems       | 11/102,095             | US Utility (CIP)   |
| P 1.2 CA                | Patent foramen ovale closure devices, delivery apparatus and related methods and systems       | 2,608,769              | Canadian Utility   |
| P 1.2 EP                | Patent foramen ovale closure devices, delivery apparatus and related methods and systems       | 5736127.1              | European Utility   |
| P 1.2 JP                | Patent foramen ovale closure devices, delivery apparatus and related methods and systems       | 2008-505280            | Japanese Utility   |
| P 1.2 AU                | Patent foramen ovale closure devices, delivery apparatus and related methods and systems       | 2005330479             | Australian Utility |
| P 1.3 US                | Delivery system for PFO closure device   | 11/534,996             | US Utility         |
| P 2.1 US                | Compliant electrode for PFO closure device   | 11/534,953             | US Utility         |
| P 2.2 US                | Device and methods for determining RF dose for PFO closure                                     | 11/671,428             | US Utility         |
| P 2.4 US                | Methods, systems, and devices for  | 11/754,936             | US Utility         |
| P 2.5 US                | Methods, systems, and devices for  | 11/754,978             | US Utility         |
| P 3.1.1 US              | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening               | 11/836,000             | US Utility         |
| P 3.1.2 US              | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening               | 11/836,016             | US Utility         |

|            |  |             |                     |
|------------|--|-------------|---------------------|
| P 3.1.3 US | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening | 11/836,037  | US Utility          |
| P 3.1.4 US | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening | 11/836,051  | US Utility          |
| P 3.1.5 US | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening | 11/836,013  | US Utility          |
| P 3.1.6 US | Methods for Determining Characteristics of an internal tissue opening            | 11/836,026  | US Utility          |
| P 3.1.7 US | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening | 11/836,123  | US Utility          |
| P 3.1.1 EP | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening | 7840828.3   | European Utility    |
| P 3.1.1 CA | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening |             | Canadian Utility    |
| P 3.1.1 JP | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening | 2009-524001 | Japanese Utility    |
| P 3.1.1 AU | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening | 2007297516  | Australian Utility  |
| P 3.1.1 NZ | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening | 574737      | New Zealand Utility |
| P 3.1.7 EP | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening | 7840825.9   | European Utility    |
| P 3.1.7 CA | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening |             | Canadian Utility    |
| P 3.1.7 JP | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening | 2009-524000 | Japanese Utility    |
| P 3.1.7 AU | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening | 2007286171  | Australian Utility  |



|               |  |                |                     |
|---------------|--|----------------|---------------------|
| P 3.1.7 NZ    | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening | 574738         | New Zealand Utility |
| P 3.1.8 US    | Delivery System for Medical Device   | 12/413,334     | US Utility          |
| P 3.1.8 PCT   | Delivery System for Medical Device   | PCT/US09/38632 | PCT                 |
| P 3.1.9 Prov  | Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening | 61/179,640     | Provisional         |
| P 3.1.10 Prov | Devices for Reducing the Size of an Internal Tissue Opening                      | 61/260,334     | Provisional         |
| P 4.1 US      | Medical Device for Modification of Left Atrial Appendage                         | 12/253,831     | US Utility          |
| P 4.1 PCT     | Medical Device for Modification of Left Atrial Appendage                         | PCT/US08/80374 | PCT                 |
| P 4.2 Prov    | Medical Device for Modification of Left Atrial Appendage                         | 61/122,294     | Provisional         |
| P 4.3 Prov    | Medical Device for Modification of Left Atrial Appendage                         | 61/143,360     | Provisional         |
| P 4.4 Prov    | Medical Device for Modification of Left Atrial Appendage                         | 61/160,247     | Provisional         |
| P 4.5 Prov    | Medical Device for Modification of Left Atrial Appendage                         | 61/164,313     | Provisional         |
| P 4.6 Prov    | Medical Device for Modification of Left Atrial Appendage                         | 61/218,018     | Provisional         |
| P 5.1 US      | Medical Device for Percutaneously Treating Paravalvular Leaks                    | 12/253,882     | US Utility          |
| P 5.1 PCT     | Medical Device for Percutaneously Treating Paravalvular Leaks                    | PCT/US08/80380 | PCT                 |
| P 6.1 US      | Methods and Apparatus for Reducing Valve Prolapse                                | 12/359,185     | US Utility          |
| P 6.1 PCT     | Methods and Apparatus for Reducing Valve Prolapse                                | PCT/US09/31900 | PCT                 |
| P 7.2 US      | Catheter Systems and Methods for Reduction of Atrial Fibrillation                | 12/359,223     | US Utility          |
| P7.2 PCT      | Catheter Systems and Methods for Reduction of Atrial Fibrillation                | PCT/US09/31903 | PCT                 |
| P 8.0 US      | Apparatus and Method for Occluding a Fallopian Tube                              | 12/169,506     | US Utility          |
| P 8.0 PCT     | Apparatus and Method for Occluding a Fallopian Tube                              | PCT/US09/49689 | PCT                 |
| P 9.1 US      | Device and System for Aneurysm Embolization                                      | 12/428,360     | US Utility          |

|             |  |                |             |
|-------------|--|----------------|-------------|
| P 9.1 PCT   | Device and System for Aneurysm Embolization                                | PCT/US09/41454 | PCT         |
| P 10.1 US   | Method and Apparatus for Connecting a Ventricular Assist Device to a Heart | 12/436,056     | US Utility  |
| P 10.1 PCT  | Method and Apparatus for Connecting a Ventricular Assist Device to a Heart | PCT/US09/42910 | PCT         |
| P 10.2 Prov | Method and Apparatus for Connecting a Ventricular Assist Device to a Heart | 61/257,754     | Provisional |
| P 11.1 US   | Clot Retrieval Method and Apparatus  | 12/488,440     | US Utility  |
| P 11.1 PCT  | Clot Retrieval Method and Apparatus  | PCT/US09/48049 | PCT         |
| P 12.0 Prov | System and method to reduce hypertension                                   | 61/263,223     | Provisional |

| PATENT TOTALS   |           |
|-----------------|-----------|
| U.S. Utility    | 23        |
| Foreign App.    | 27        |
| U.S. Prov. App. | 9         |
| <b>Total</b>    | <b>59</b> |

## SCHEDULE OF TRADEMARKS

### Trademark Applications

| Matter No.                                   | Mark               | Application No. | International Class | Goods Description   |
|--|--------------------|-----------------|---------------------|---|
| T 001 US                                     | COHEREX<br>MEDICAL | 78/898,624      | 10                  | Medical devices for interventional use, namely, medical closure devices for treating structural heart disease having a primary mode of action through a mechanical structural component   |
| T 001 CTM<br>(European Union – Community TM) | COHEREX<br>MEDICAL | 007588874       | 10                  | Medical devices, including medical closure devices for treating structural heart disease; medical devices and accessories, including medical devices and systems for endovascular implants, treatments and diagnostics used in cardiovascular, peripheral vascular and neurovascular procedures |
| T 001 NO<br>(Norway)                         | COHEREX<br>MEDICAL |                 | 10                  | Same as T001 CTM  |
| T 001 CH<br>(Switzerland)                    | COHEREX<br>MEDICAL | 56712/2009      | 10                  | Same as T001 CTM  |
| T 001 AU<br>(Australia)                      | COHEREX<br>MEDICAL | 1304386         | 10                  | Same as T001 CTM  |
| T 001 NZ<br>(New Zealand)                    | COHEREX<br>MEDICAL | 808058          | 10                  | Same as T001 CTM  |
| T 001 CA<br>(Canada)                         | COHEREX<br>MEDICAL | 1442018         | 10                  | Same as T001 CTM  |
| T 001 AR<br>(Argentina)                      | COHEREX<br>MEDICAL | 2934703         | 10                  | Same as T001 CTM  |
| T 001 BR<br>(Brazil)                         | COHEREX<br>MEDICAL | 830361855       | 10                  | Same as T001 CTM  |

|  |                                |            |    |   |
|--|--------------------------------|------------|----|---|
| T 001 CL<br>(Chile)                          | COHEREX<br>MEDICAL             | 873678     | 10 | Same as T001 CTM  |
| T 001 MX<br>(Mexico)                         | COHEREX<br>MEDICAL             | 1024455    | 10 | Same as T001 CTM  |
| T 002 US                                     | COHEREX<br>MEDICAL<br>(Design) | 77/016,092 | 10 | Medical devices for interventional use, namely, medical closure devices for treating structural heart disease having a primary mode of action through a mechanical structural component   |
| T 003 US                                     | COHEREX<br>FLATSTENT           | 77/327,245 | 10 | Medical devices, namely, medical closure devices for treating structural heart disease  |
| T 003 CTM<br>(European Union – Community TM) | COHEREX<br>FLATSTENT           | 007589138  | 10 | Medical devices, including medical closure devices for treating structural heart disease; medical devices and accessories, including medical devices and systems for endovascular implants, treatments and diagnostics used in cardiovascular, peripheral vascular and neurovascular procedures |
| T 003 NO<br>(Norway)                         | COHEREX<br>FLATSTENT           |            | 10 | Same as T 003 CTM   |
| T 003 CH<br>(Switzerland)                    | COHEREX<br>FLATSTENT           | 56711/2009 | 10 | Same as T 003 CTM   |
| T 003 AU<br>(Australia)                      | COHEREX<br>FLATSTENT           | 1304387    | 10 | Same as T 003 CTM   |
| T 003 NZ<br>(New Zealand)                    | COHEREX<br>FLATSTENT           | 808059     | 10 | Same as T 003 CTM   |
| T 003 CA<br>(Canada)                         | COHEREX<br>FLATSTENT           | 1442026    | 10 | Same as T 003 CTM   |
| T 003 AR<br>(Argentina)                      | COHEREX<br>FLATSTENT           | 2934702    | 10 | Same as T003 CTM  |

|                      |                      |            |    |   |
|----------------------|----------------------|------------|----|---|
| T 003 BR<br>(Brazil) | COHEREX<br>FLATSTENT | 830361847  | 10 | Same as T003 CTM  |
| T 003 CL<br>(Chile)  | COHEREX<br>FLATSTENT | 873677     | 10 | Same as T003 CTM  |
| T 003 MX<br>(Mexico) | COHEREX<br>FLATSTENT | 1024452    | 10 | Same as T003 CTM  |
| T 006 US             | WAVECREST            | 77/859,220 | 10 | Medical devices, namely, anchoring<br>mechanism for medical devices |

|            |                       |
|------------|-----------------------|
| TRADE NAME | COHEREX MEDICAL, INC. |
|------------|-----------------------|