

**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>
APTUS ENDOSYSTEMS, INC.		01/29/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 W. Six Mile Road		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Texas banking association:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77125443	APTUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley Godward Kronish, LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1320 APTUS		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		
<b>Signature:</b>	/Erin O'Brien/		

CH \$40.00 77125443

**900153681**

**TRADEMARK  
 REEL: 004142 FRAME: 0663**

Date:

02/02/2010

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 29, 2010 by and between COMERICA BANK (“**Bank**”) and APTUS ENDOSYSTEMS, INC., a Delaware corporation (“**Grantor**”).

### RECITALS

Grantor and Bank are parties to that certain Loan and Security Agreement dated as of August 28, 2007, as amended from time to time, including without limitation by that certain First Amendment to Loan and Security Agreement dated as of November 27, 2007 and that certain Consent and Waiver dated as of May 15, 2008 (collectively, the “**Loan Agreement**”). Grantor and Bank desire to amend the Loan Agreement in accordance with the terms of that certain Second Amendment to Loan and Security Agreement dated as of the date hereof (the “**Amendment**”).

Bank has agreed to enter into the Amendment, provided, among other things, that Grantor amends the Collateral and agrees to grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


**GRANTOR:**

Address of Grantor:

777 N. Pastoria Avenue  
Sunnyvale, CA 94085

Attn: President

**APTUS ENDOSYSTEMS, INC.**

By:   
Title: CEO


**BANK:**

Address of Bank:

m/c 7578  
39200 W. Six Mile Road  
Livonia, MI 48152

Attn: National Documentation Services

**COMERICA BANK**

By:   
Title: VICE PRESIDENT

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**EXHIBIT B****Patents**

<b>Description</b>	<b>Application / Patent Number</b>	<b>Application/ Issue Date</b>
Devices, systems, and methods for prosthesis delivery and implantation	7,637,932	12/29/09
Endovascular prosthesis with suture holder	7,591,842	09/22/09
Systems and methods for applying a suture within a blood vessel lumen	7,544,198	06/09/09
Catheter-based fastener implantation apparatus and methods with implantation force resolution	7,491,232	02/17/09
Prosthesis delivery systems and methods	7,147,657	12/12/06
Catheter-based fastener implantation apparatus and methods	7,128,754	10/31/06
Endovascular aneurysm repair system	6,960,217	11/01/05
Multi-lumen prosthesis systems and methods	6,929,661	08/16/05
Systems and methods for applying a suture within a blood vessel lumen	6,800,081	10/05/04
Endovascular prosthesis with suture holder	12/586,412	09/22/09
Catheter-based fastener implantation apparatus and methods	12/315,015	11/26/08
Prosthesis systems and methods	11/981,112	10/31/07
Endovascular aneurysm repair systems and methods	11/978,752	10/30/07
Systems and methods for applying tissue-piercing fasteners	11/978,753	10/30/07
Systems and methods for applying a suture within a blood vessel lumen	11/978,754	10/30/07
Prosthesis delivery systems and methods	11/633,724	12/05/06
Endovascular aneurysm devices, systems and methods	11/488,305	07/18/06
Catheter-based fastener implantation methods	11/580,584	10/13/06
Endovascular aneurysm repair method	11/540,427	09/29/06
Catheter-based fastener implantation apparatus and methods	11/540,428	09/29/06

<b>Description</b>	<b>Application / Patent Number</b>	<b>Application/ Issue Date</b>
Devices, systems, and methods for supporting tissue and/or structures within a hollow body organ	11/365,056	03/01/06
Devices, systems, and methods for guiding an operative tool into an interior body region	11/254,619	10/20/05
Devices, systems, and methods for prosthesis delivery and implantation, including the use of a fastener tool	11/254,950	10/20/05
Devices, systems, and methods for prosthesis delivery and implantation, including a prosthesis assembly	11/254,444	10/20/05
Intraluminal prosthesis attachment systems and methods	10/307,226	11/29/02
Systems and methods for attaching a prosthesis within a body lumen or hollow organ	10/786,465	02/25/04
Endovascular aneurysm repair system	11/166,411	06/24/05
Multi-lumen prosthesis systems and methods	11/166,428	06/24/05
Systems and methods for attaching a prosthesis within a body lumen or hollow organ	10/786,465	02/25/04
Devices, systems, and methods for supporting tissue and/or structures within a hollow body organ	10/808,216	03/24/04
Prosthesis delivery systems and methods	10/692,283	10/23/03
Prosthesis systems and methods sized and configured for the receipt and retention of fasteners	10/752,435	01/06/04
Multi-lumen prosthesis systems and methods	10/693,255	10/24/03
Catheter-based fastener implantation apparatus and methods with implantation force resolution	10/669,881	09/24/03
Intraluminal prosthesis attachment systems and methods	10/307,226	11/29/02

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Registration/ Application Date</u>
APTUS	77/125,443	03/08/07