

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	SECURITY INTEREST																				
CONVEYING PARTY DATA																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>NxStage Medical, Inc.</td> <td></td> <td>03/10/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Eir Medical, Inc.</td> <td></td> <td>03/10/2010</td> <td>CORPORATION: MASSACHUSETTS</td> </tr> <tr> <td>Medisystems Corporation</td> <td></td> <td>03/10/2010</td> <td>CORPORATION: WASHINGTON</td> </tr> <tr> <td>Medisystems Services Corporation</td> <td></td> <td>03/10/2010</td> <td>CORPORATION: NEVADA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	NxStage Medical, Inc.		03/10/2010	CORPORATION: DELAWARE	Eir Medical, Inc.		03/10/2010	CORPORATION: MASSACHUSETTS	Medisystems Corporation		03/10/2010	CORPORATION: WASHINGTON	Medisystems Services Corporation		03/10/2010	CORPORATION: NEVADA
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CORRESPONDENCE DATA																					
<p>Fax Number: (617)316-8263 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 6172390632 Email: agrandy@eapdlaw.com Correspondent Name: Adam M. Grandy Address Line 1: 111 Huntington Avenue Address Line 2: Edwards Angell Palmer & Dodge LLP Address Line 4: Boston, MASSACHUSETTS 02199</p>																					

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ATTORNEY DOCKET NUMBER:	301242-1
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	03/11/2010
Total Attachments: 9 source=IP SA#page1.tif source=IP SA#page2.tif source=IP SA#page3.tif source=IP SA#page4.tif source=IP SA#page5.tif source=IP SA#page6.tif source=IP SA#page7.tif source=IP SA#page8.tif source=IP SA#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of March 10, 2010, is made by NXSTAGE MEDICAL, INC., a Delaware corporation ("NxStage"), EIR MEDICAL, INC., a Massachusetts corporation ("EIR"), MEDISYSTEMS CORPORATION, a Washington corporation ("MDS") and MEDISYSTEMS SERVICES CORPORATION, a Nevada corporation ("MSC") and together with NxStage, EIR and MDS, collectively "Grantor"), in favor of ASAHİ KASEI KURARAY MEDICAL CO., LTD., as lender ("Asahi"), a corporation organized and existing under the law of Japan.

W I T N E S S E T H

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of June 5, 2009, as amended by that certain Amendment to Term Loan and Security Agreement dated as of the date hereof (as so amended and as the same may hereafter be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantor, the guarantors party thereto, and Asahi, Asahi has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in consideration of the extension of credit provided to Grantor under the Loan Agreement, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Asahi to enter into the above-described amendment and to continue to extend credit to Grantor pursuant to the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, Grantor hereby mortgages, pledges, grants and hypothecates to Asahi (to the extent not previously granted) and hereby confirms and reaffirms such Grantor's mortgage, pledge, grant and hypothecation to Asahi (to the extent previously granted), a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Intellectual Property Collateral"):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and copyright licenses, and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all licenses related thereto, and all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks, and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all licenses related thereto, and all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and patent licenses and rights under any written agreement granting any right to use US patents, including, without limitation, those referred to on Schedule 2 hereto, together with all licenses related thereto, and all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 2 hereto, together with all licenses related thereto, and all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) to the extent permissible under the applicable laws of each relevant foreign jurisdiction, all of its Patent Cooperation Treaty ("PCT") patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those referred to on Schedule 2 hereto;

(h) to the extent permissible under the applicable laws of each relevant foreign jurisdiction, all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those referred to on Schedule 2 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(i) all applications, registrations, claims, awards, judgments, amendments, improvements and cash insurance claims proceeds related to the foregoing now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto; and all products and proceeds thereof.

Notwithstanding the foregoing, on and after the Release Date (as defined in the Loan Agreement), Intellectual Property Collateral shall not include (A) product or proceeds of Intellectual Property Collateral (other than direct cash proceeds from the sale of any or all of the Intellectual Property Collateral); and (B) any licenses which are now or hereafter held by NxStage as licensee, to the extent that (i) such licenses are not assignable or capable of being encumbered under the terms of the license or other agreement applicable thereto (unless and solely to the extent that any such restriction on assignment or encumbrance is ineffective under the UCC or other applicable law), without the consent of the licensor thereof or other applicable party thereto and (ii) such consent has not been obtained after using commercially reasonable efforts to obtain such consent; provided, however, that upon obtaining the consent of any such licensor or other applicable party to the assignment or encumbrance of such license or other agreement, or upon the termination or expiration of any such prohibition, such license that

therefore might have been excluded from such grant of a Security Interest shall automatically be subject to the security interest granted in favor of Asahi hereunder and become part of the Collateral.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limiting, the security interest granted to Asahi pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Asahi with respect to the security interest in the Intellectual Property Collateral made and granted hereby are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Asahi as a matter of law or equity. Each right, power and remedy of Asahi provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and the exercise by Asahi of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Asahi, of any or all other rights, powers or remedies.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

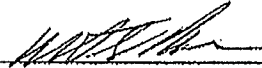
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflicts of laws principles.

[Signature Pages Follow]

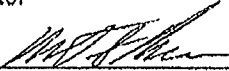
In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:


NXSTAGE MEDICAL, INC.,
as Grantor

By: 
Name: Robert S. Brown
Title: Treasurer, Senior Vice President and
Chief Financial Officer

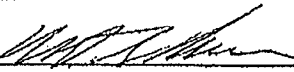
EIR MEDICAL, INC.,
as Grantor

By: 
Name: Robert S. Brown
Title: Treasurer

MEDISYSTEMS SERVICES CORPORATION,
as Grantor

By: 
Name: Robert S. Brown
Title: Treasurer

MEDISYSTEMS CORPORATION,
as Grantor

By: 
Name: Robert S. Brown
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

ASAHI KASEI KURARAY MEDICAL CO., LTD.,
as Lender

By: _____
Name: _____
Title: _____

Signature Page to IP Security Agreement

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

NXSTAGE MEDICAL, INC.,
as Grantor

By: _____
Name: _____
Title: _____

EIR MEDICAL, INC.,
as Grantor

By: _____
Name: _____
Title: _____

MEDISYSTEMS SERVICES CORPORATION,
as Grantor

By: _____
Name: _____
Title: _____

MEDISYSTEMS CORPORATION,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

ASAHI KASEI KURARAY MEDICAL CO., LTD.,
as Lender

By: *Y. Yoshida*
Name: Yasuyuki Yoshida
Title: President

Signature Page to IP Security Agreement

Schedule 1

Copyrights

No registered copyrights.

Schedule 2

Patents and Trademarks

See attached schedules.

MDS Patents and Applications

Title	Serial	Filed	Patent No.	Issued
DIALYSIS PRESSURE MONITORING WITH CLOT SUPPRESSION	09/957,990	21-Sep-01	6,755,801	6/29/2004

Trademarks

Trademark	Status* Case Number / Sub Case	Serial Number Reg Number	Filing Date Reg Date	Client Ref Number Next Action(s)	Due Date(s)	Verified Ownership Information
LIFESTREAM <i>Country: United States of America</i> <i>Classes: 10</i>	Registered Unknown	75/978,854 2,341,969	18-Nov-1996 11-Apr-2000	First Renewal	11-Apr-2009 11-Apr-2010	LIFESTREAM MEDICAL CORPORATION Licensed to Medisystems Corp. by DSU
POINTGUARD <i>Country: United States of America</i> <i>Classes: 10</i>	Registered Unk	1,765,239	21-Aug-1991 13-Apr-1993	Next Renewal	13-Apr-2012 13-Apr-2013	Medisystems Corporation
POINTGUARD <i>Country: Mexico</i> <i>Classes: 10</i>	Registered Unknown	334666 581843	03-Jun-1998 13-July-1998			Medisystems Corporation

BOS 747346.4