# 390,00 3700014

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cardiva Medical, Inc.		04/05/2010	CORPORATION: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	3700014	CARDIVA CATALYST	
Registration Number:	3693177	BOOMERANG CATALYST	
Registration Number:	3345124	BOOMERANG	

### **CORRESPONDENCE DATA**

Fax Number: (734)930-2494

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 734-761-3780

Email: asujek@bodmanllp.com

Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 201 South Divisione, Ste 400

Address Line 4: 201 South Divisione, Ste 400
Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek		
Signature:	/Angela Alvarez Sujek/		
	TRADEMARK		

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Date:	05/05/2010
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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 5, 2010 by and between COMERICA BANK ("Bank") and CARDIVA MEDICAL, INC., a California corporation ("Grantor").

### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.
- B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Bank and Grantor, 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 Collateral (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.

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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: CARDIVA MEDICAL, INC. Address of Grantor: 888 W. Maude Ave. Sunnyvale, CA 94085 Attn:\_ Title: Address of Bank; BANK: COMERICA BANK Comerica Bank M/C 7578 39200 Six Mile Road Livonia, MI 48152 Commercial and Real Estate Loan Documentation

# EXHIBIT A

Copyrights

None.

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# EXHIBIT B

# **Patents**

Title	App. No.	Filing Date	Reg. No.	Date Granted
Hemostasis-enhancing device and method for its use	11/614276	12/21/06	n/a	n/a
Self-tensioning vascular occlusion device and method for its use	10/857177	5/27/04	7,572,274	8/11/09
Apparatus and methods for closing vascular penetrations	10/795019	3/3/04	7,322,976	1/29/08
Expansile device for use in blood vessels and tracts in the body and method	09/528574	3/20/00	6,464,712	10/15/02
Expansile device for use in blood vessels and tracts in the body and method	09/241680	2/1/99	6,056,770	5/2/00
Expansile device for use in blood vessels and tracts in the body and tension application device for use therewith and method	09/126969	7/31/98	6,056,769	5/2/00
Biological sealant mixture and system for use in percutaneous occlusion of puncture sites and tracts in the human body and method	09/161193	9/25/98	6,045,570	4/4/00
Device for introducing and polymerizing polymeric biomaterials in the human body and method	09/169219	10/9/98	6,022,361	2/8/00
Expansile device for use in blood vessels and tracts in the body and tension application device for use therewith and method	09/126963	7/31/98	5,951,589	9/14/99
Expansile device for use in blood vessels and tracts in the body and tension application device for use therewith and method	08/972383	11/18/97	5,922,009	7/13/99
Closure device for percutaneous occlusion of puncture sites and tracts in the human body and method	08/798870	2/11/97	5,782,860	7/21/98

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Title	App. No.	Filing Date	Reg. No.	Date Granted
Closure device for percutaneous occlusion of puncture sites and tracts in the human body and method	08/798870	2/11/97	5,782,860	7/21/98
Self-tensioning vascular occlusion device and method for its use	12/498278	7/6/09	n/a	n/a
Apparatus and methods for closing vascular penetrations	11/943882	11/21/07	n/a	n/a
Vascular closure devices and methods providing hemostatic enhancement	11/772718	7/2/07	n/a	n/a
Drug eluting vascular closure devices and methods	11/302951	12/13/05	n/a	n/a
Self-tensioning vascular occlusion device and method for its use	10/857177	5/27/04	n/a	n/a
Self-tensioning vascular occlusion device and method for its use	10/974008	10/25/04	n/a	n/a
Device and method for sealing blood vessels	10/821633	4/9/04	n/a	n/a
Expansile device for use in blood vessels and tracts in the body and method	10/718504	11/19/03	n/a	n/a
Drug Eluting Vascular Closure Devices and Methods	12/711132	2/23/10	n/a	n/a
Apparatus and methods for delivering hemostatic materials for blood vessel closure	12/492779	6/26/09	n/a	n/a
Bilateral vessel closure	61/303056	2/10/10	n/a	n/a
Expansile devise for use in blood vessels and tracts in the body and method	10/272508	10/15/02	6,656,207	12/02/03

# EXHIBIT C

# Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
CARDIVA CATALYST	77/518880	7/10/08	3,700,014	10/20/09
BOOMERANG CATALYST	77/240066	7/26/07	3,693,177	10/6/09
BOOMERANG	78/495261	10/6/04	3,345,124	11/27/07
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**RECORDED: 05/05/2010** 

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