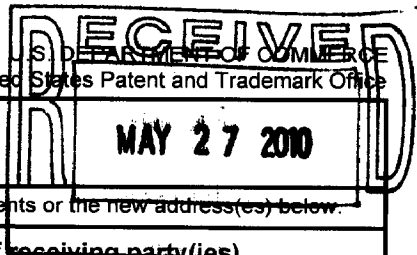




Form PTO-1594 (Rev. 10-08)  
OMB Collection 0651-0027 (exp. 11/10)

103598487

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5/27/10

**1. Name of conveying party(ies):**

PEAK SURGICAL, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 5/25/10

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Venture Lending & Leasing V. Inc.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 2010 North First Street

City: San Jose

State: CA

Country: US

Zip: 95131

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship \_\_\_\_\_  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

77/167,862; 77/002815

B. Trademark Registration No.(s)

3,538,956; 3,535,127; 3,686,730; 3,531,973; 2,679,873

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Jeffrey T. Klugman

Internal Address: \_\_\_\_\_

Street Address: 4 Embarcadero Center, Suite 4000

City: San Francisco

State: CA

Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

05/28/2010 NJAMA1 00000064 77167862  
Deposit Account Number \_\_\_\_\_

01 FC:8521 \_\_\_\_\_

Authorized User: None

40.00

150.00

**9. Signature:**

Signature

5/26/10

Date

Jeffrey T. Klugman  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement No. 1 to Intellectual Property Security Agreement (this "Supplement") is made as of May 25, 2010, by and between PEAK SURGICAL, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING V, INC. ("VLL5"), a Maryland corporation ("Secured Party").

RECITALS

WHEREAS, Grantor and Secured Party are parties to that certain Intellectual Property Security Agreement dated as of June 12, 2009 (the "Intellectual Property Security Agreement") pursuant to which, among other things, Grantor granted Secured Party a security interest in, to and under certain items of Grantor's Intellectual Property;

WHEREAS, Grantor and Secured Party wish to amend the Intellectual Property Security Agreement to include reference to certain Patents and Trademarks acquired by Grantor after the execution thereof; and

WHEREAS, each capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the Intellectual Property Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Exhibit C to the Intellectual Property Security Agreement, the listing of Grantor's Trademarks, is hereby supplemented and amended by Exhibit "C" attached to this Supplement, to include reference to Grantor's right, title and interest in, to and under the Trademarks set forth thereon.

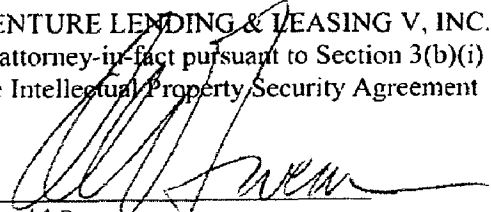
2. This Supplement shall be deemed to be an amendment to the Intellectual Property Security Agreement and shall not be construed in any way as a replacement or substitution therefor. All of the terms and conditions of, and terms defined in, this Supplement are hereby incorporated by reference into the Intellectual Property Security Agreement as if such terms and provisions were set forth in full therein. Except as so amended hereby, the Intellectual Property Security Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

GRANTOR:

PEAK SURGICAL, INC.

By: VENTURE LENDING & LEASING V, INC.,  
as attorney-in-fact pursuant to Section 3(b)(i) of  
the Intellectual Property Security Agreement

By:   
Name: Ronald Swenson  
Title: Executive Chairman

SECURED PARTY:

VENTURE LENDING & LEASING V, INC.

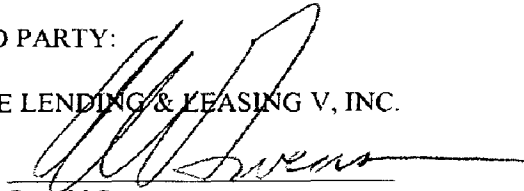
By:   
Name: Ronald Swenson  
Title: Executive Chairman

EXHIBIT C

|   | <b>Mark</b>      | <b>Serial Number<br/>Reg. Number</b> |
|---|------------------|--------------------------------------|
| 1 | PEAK             | 3538956                              |
| 2 | PULSAR           | 3535127                              |
| 3 | PEAK PlasmaBlade | 3686730                              |
| 4 | PULSAR           | 3531973                              |
| 5 | PEAK             | 2679873                              |
| 6 | PEAK Surgical    | 77167862                             |
| 7 | PEAK Surgical    | 77002815                             |

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JTK/379088.1