## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Partners for Growth II, L.P.		105/10/2010	LIMITED PARTNERSHIP: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Transoma Medical, Inc.
Street Address:	4211 Lexington Ave. N.
Internal Address:	Suite 2244
City:	Saint Paul
State/Country:	MINNESOTA
Postal Code:	55126
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2929379	TRANSOMA MEDICAL
Registration Number:	3437997	BETTER TREATMENT STARTS WITH BETTER INFORMATION
Registration Number:	2929380	TRANSOMA MEDICAL
Registration Number:	3201406	TRANSOMA MEDICAL
Registration Number:	3616730	SLEUTH AT
Registration Number:	3201407	TRANSOMA MEDICAL
Registration Number:	3437923	SLEUTH
Registration Number:	3442995	
Registration Number:	3464216	BETTER TREATMENT STARTS WITH BETTER INFORMATION

## **CORRESPONDENCE DATA**

Fax Number: (612)607-7100

TRADEMARK 900165534 REEL: 004231 FRAME: 0383 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6126077000

Email: RHirning@oppenheimer.com

Oppenheimer Wolff & Donnelly LLP

Address Line 1: 45 South Seventh Street
Address Line 2: Plaza VII, Suite 3300

Address Line 4: Minneapolis, MINNESOTA 55402-1609

ATTORNEY DOCKET NUMBER:	22746-1
NAME OF SUBMITTER:	Robert M. Hirning
Signature:	/Robert M. Hirning/
Date:	06/24/2010

Total Attachments: 10

**Correspondent Name:** 

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RELEASE OF SECURITY INTEREST

WHEREAS, Transoma Medical, Inc., a Delaware corporation (the "Debtor") and

Partners For Growth II, L.P., a Delaware limited partnership (the "Secured Party"), as Holder,

entered into that certain Loan and Security Agreement dated as of May 29, 2008 and amended as

of May 12, 2009 (the "Loan Agreement");

WHEREAS, to secure the Loan Agreement, the Debtor and the Secured Party entered

into agreements, including that certain Intellectual Property Security Agreement dated as of May

12, 2009 (the "Intellectual Property Security Agreement"), granting to the Secured Party a

continuing security interest in all of the Debtor's Intellectual Property, including the Patents set

forth on the attached Exhibit A, the Trademarks set forth on the attached Exhibit B, the

Copyrights set forth on the attached Exhibit C, and the Domain Names set forth on the attached

Exhibit D:

WHEREAS, the Secured Party in the attached Letter of May 4, 2010 and the "Notice of

Authority to Release Liens" has acknowledged that the Debtor and its successor in interest, Data

Sciences International, Inc., has satisfied its obligations under the Loan Agreement as of May 10,

2010;

WHEREAS, the Secured Party desires to release its security interest in all of the

Debtor's Intellectual Property, including the Patents, Trademarks, Copyrights, and Domain

Names listed on the attached Exhibits, and has authorized the Debtor to terminate any and all

assignments for security filed with the US Patent and Trademark Office and the US Copyright

Office, including:

The security interest in the Patents listed on the attached Exhibit A pursuant to which a

security interest was filed with the United States Patent and Trademark Office on May

14, 2009 at Reel 022678 Frame 0382 against the Patents listed on the attached Exhibit

A;

The security interest in the Trademarks listed on the attached Exhibit B pursuant to

which a security interest was filed with the United States Patent and Trademark Office

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on May 14, 2009 at Reel 3987 Frame 0105 against the Trademarks listed on the attached Exhibit B; and

The security interest in the Copyrights listed on the attached Exhibit C or the Domain Names listed on the attached Exhibit D;

THEREFORE, this release confirms that all assignments for security remaining in the Patents, Trademarks, Copyrights, Domain Names, or any other Intellectual Property are terminated.

# SCHEDULE A Transoma Medical, Inc. <u>U.S. Patent Schedule</u>

Serial No.	Patent No.	Title
09/159,653	6,409,674	Implantable Sensor with Wireless Communication
10/146,555	7,425,200	Implantable Sensor With Wireless Communication
11/079,973	N/A	Implantable Sensor With Wireless Communication
10/077,566	N/A	Devices, Systems and Methods for Endocardial
10/0///		Pressure Measurement
11/084,625	N/A	Devices, Systems and Methods for Endocardial
		Pressure Measurement
11/728,190	N/A	Device, Systems and Methods for Endocardial
		Pressure Measurement
10/246,348	7,070,591	Vascular Access Port With Physiological Sensor
11/527,167	N/A	Vascular Access Port With Physiological Sensor
10/688,253	7280872	Wireless Communication With Implantable Medical Device
11/856,278	N/A	Wireless Communication With Implantable Medical Device
10/799,931	N/A	Pressure Transmission Catheters for Implantable Pressure Sensors
11/187,640	N/A	Methods to reduce power to measure pressure
10/246,324	6,962,580	Vascular Access Port With Needle Detector
11/190,789	7,347,843	Vascular Access Port With Needle Detector
11/836,592	N/A	Trans-Septal Left Ventricular Pressure Measurement
10/797,584	7,097,618	Devices and Methods for Detecting and Treating Inadequate Tissue Perfusion
11/485,747	N/A	Devices and Methods for Detecting and Treating Inadequate Tissue Perfusion
10/993,826	N/A	Feedback Control of Ventricular Assist Devices
10/756,188	N/A	Therapeutic Device and Method Using Feedback from Implantable Sensor Device
11/357,721	N/A	Impedance Based Sensor for Monitoring Leakage in a AAA Stent Graft
11/223,587	N/A	Implantable Pressure Sensor With Pacing Capability
11/454,294	N/A	Method of Interfacing a Sensor Lead and a Cardiac Rhythm Management Device
11/509,850	N/A	Pressure Measurement Device
12/165,557	N/A	Pressure Sensing Lead Systems for Implantable Stimulators
12/163,720	N/A	Cardiac Rhythm Management Device
11/328,758	N/A	Cross-Band Communications in an Implantable Device
12/323,828	N/A	Physiologic Signal Processing To Determine A Cardiac Condition
11/956,884	N/A	Deriving Patient Activity Information from Sensed Body Electrical Information

12/172,928	N/A	Cross-Band Communications in an Implantable Device
12/362,812	N/A	Minimally Invasive Physiologic Parameter Recorder and Introducer System
12/112,924	N/A	Cardiac Risk Assessment
12/165,361	N/A	Prediction and Prevention of Cardiovascular Insult
12/185,459	N/A	Periodic Sampling of Cardiac Signals Using an Implantable Monitoring Device
29/269,706	D575,628	Key for an Implantable Medical Device Activator
12/163,596	N/A	Sensing Biological Data
11/677,015	N/A	System and Method of Monitoring Physiological Signals
29/267,744	D579,568	Implantable Housing with Interior Features
29/267,804	D579,569	Implantable Housing with Exterior Features
12/165,328	N/A	Drug Delivery Methods and Systems

# SCHEDULE B Transoma Medical, Inc. <u>U.S. Trademark Schedule</u>

Serial No.	Reg. No.	Mark
76505225	2929379	TRANSOMA MEDICAL (Class 9)
76505650	2929380	TRANSOMA MEDICAL (Class 10)
77234059	3616730	SLEUTH AT
78756906	3437923	SLEUTH
78803923	3464216	BETTER TREATMENT STARTS WITH BETTER INFO (Class 9)
78803924	3437997	BETTER TREATMENT STARTS WITH BETTER INFO (Class 10)
78825594	3201406	TRANSOMA MEDICAL (Logo, Class 9)
78825601	3201407	TRANSOMA MEDICAL (Logo, Class 10)
78953074	3442995	Stylized Eye Logo

# SCHEDULE C

# Transoma Medical, Inc.

## U.S. COPYRIGHTS SCHEDULE

Registration Number / Registered Owner	Class / Application Date Registration Date	Copyright
TX-2-578-526 / Po-Ne-Mah, Inc.	April 7, 1989	Hemodynamics Digital Acquisition Analysis and Archive System

## SCHEDULE D

## Transoma Medical, Inc.

## DOMAIN RIGHTS SCHEDULE

Domain	Service Provider	Owner/Registrar Admin Contact	Expiry
Datasci.com	Support Unlimited / Bonnie (612) 333-1994	Transoma Medical, Inc. / Phil St. Ores	03/07/2011
Faintingandseizures.com	N/A	Transoma Medical, Inc. / Phil St. Ores	04/20/2017
Physiotel.biz	N/A	Transoma Medical, Inc. / Phil St. Ores	10/16/2013
Physiotel.com	N/A	Transoma Medical, Inc. / Phil St. Ores	11/16/2012
Transoma.biz	N/A	Transoma Medical, Inc. / Phil St. Ores	11/13/2013
Transoma.com	Ann Seidl (9520230-2748)	Transoma Medical, Inc. / Phil St. Ores	08/13/2013
Transoma.net	Transoma Medical	Transoma Medical, Inc. / Phil St. Ores	11/14/2013
Transomamedical.biz	N/A	Transoma Medical, Inc. / Phil St. Ores	11/13/2013
Transomamedical.com	Onvoy	Transoma Medical, Inc. / Phil St. Ores	11/14/2012
Transomamedical.net	N/A	Transoma Medical, Inc. / Phil St. Ores	11/14/2012
Ponemah.com	Support Unlimited / Bonnie (612) 333-1994	Transoma Medical, Inc. / Phil St. Ores	05/21/2016

# PARTNERS FOR GROWTH II, LP

180 PACIFIC AVENUE SAN FRANCISCO, CALIFORNIA 94111 (415) 912-5892 Facsimile: (415) 781-0510 lorraine@pfgrowth.com

Via Electronic mail

May 4, 2010

Mr. Charlie Coggin Transoma-Medical, Inc. St. Paul, MIN 55126

Data Sciencer International Inc. 4271 Lexington Ave N. Spite 2244 119 14th Street NW, Suite 100 5+, Paul MN 55112

Dear Charlie,

This letter serves as confirmation that as of Friday, May 7, 2010, the payoff amount on the loan under the Loan and Security Agreement dated May 29, 2008, between Partners for Grewth II, L.P ("PFG") and Transoma Medical, Inc. ("Transoma"), (as amended), (the "Loan"), is calculated to be \$

This payoff amount includes the outstanding loan principal balance of \$ plus of accined and unpaid interest on the loan principal balance for the seven day period from May 1 through May 7, 2010, plus from May 1 through May 1 through May 7, 2010, plus from May 1 through May 1 t

For each day thereafter, the payoff amount will increase by \$25. As examples, if the 

Payment should be made by wire transfer to the account of Partners for Growth II, L.P at Silicon Valley Bank, as follows:

WIRE FUNDS TO: ROUTING & TRANSIT #: FOR CREDIT OF: CREDIT ACCOUNT #: BY ORDER OF:

PARTNERS FOR GROWTH II, L.P. Transoma Medical, Inc. (Or Name of Sender if not Transoma)

Following indefeasible payment by Transoma (or a third party on behalf of Transoma) and receipt by PFG of the payoff amount from or on behalf of, Transoma, Inc., and following the issuance of a Warrant to purchase 1,743,375 shares of Series C Preferred Shares of Data Sciences International, Inc., to Partners for Growth II, L.P. (the "Warrant"), PFG agrees that (i) all outstanding amounts owing to PFG by Transoma under the Loan shall be paid in full and all obligations thereunder released, except for Transoma's reimbursement of PFG's expenses in connection with the payoff and termination, and (ii) the Loan and Security Agreement, dated May 29, 2008 between PFG and Transoma and any commitment to advance new loans thereunder shall be terminated.

Following PFG's confirmation of its receipt of the payoff amount and the Warrant, PFG will authorize Transoma and their respective agents to file Uniform Commercial Code termination statements, reassignments with the USPTO and, in connection therewith, PFG agrees to execute and deliver the Notice of Authority to Release Liens in the form appended as Exhibit A hereto and any other customary documents or instruments reflecting PFG's release of its security interest in Collateral. In the alternative, upon confirmation by Transoma that it will promptly reimburse expenses incurred in connection with the foregoing, PFG will instruct its counsel to attend to the release of liens and provide evidence of the same to Transoma.

Signed by:

Partners for Growth II, LP

Lorraine Nield

Manager, Partners for Growth II, LLC

General Partner

Agreed to and accepted by:

Transoma Medical, Inc.

Date Sciences International, Inc. (FKA Transome Medical, Inc.)

By: Charles

### Exhibit A

Transoma Medical, Inc. 4211 Lexington Ave. N, Suite 2244 St. Paul, MN 55126

## Notice of Authority to Release Liens

Attn: Mr. Charlie Coggin

Re: Liens of Partners for Growth II, L.P. ("PFG")

This is to confirm that all monetary loan obligations owed by Transoma Medical, Inc. ("Borrower") have been repaid to PFG. Borrower is authorized: (i) to terminate all UCC financing statements filed by PFG in respect of Borrower's assets, (ii) to terminate all assignments for security filed with the USPTO in respect of Borrower's patents and trademarks, (iii) to terminate any assignments for security filed with the US Copyright Office in respect of Borrower's US-registered copyrights, (iv) to terminate all deposit account control agreements in effect among Borrower, PFG and any and all relevant depositary institutions, (v) to terminate any and all landlord consents and bailee waivers that may be in effect in favor of PFG, and (vi) to use this letter as evidence of PFG's agreement that the foregoing liens may be terminated by Borrower.

Partners for Growth II, L.P.

By: Lorraine Nield

Manager, Partners for Growth II, LLC

Its: General Partner

RECORDED: 06/25/2010