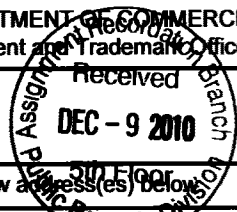


12/15/2010



103613738



REC  
1  
Re: 12/09/10  
To the Director of the U S Patent and Tra

1. Name of conveying party(ies):

Century Medical, Inc.

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

Citizenship (see guidelines) Japan

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 09/28/2010

- Assignment
- Security Agreement
- Other Release by Secured Party
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Cardica, Inc.

Internal

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

Street Address: 900 Saginaw Drive

City: Redwood City

State CA

Country US Zip: 94063

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship Delaware  
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)

78099022  
78201801

B Trademark Registration No.(s)

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 Brian A. Schar, Esq.

Internal Address Cardica, Inc.

Street Address 900 Saginaw Drive

City Redwood City

State CA Zip 94063

Phone Number: (650) 331-7162

Fax Number: (650) 364-3134

Email Address: bs@cardica.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2 6(b)(6) & 3.41) \$280.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 502108

Authorized User Name Brian A. Schar, Esq.

9. Signature:

Signature

December 9, 2010

Date

Brian A. Schar, Esq.

Name of Person Signing

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

14

**4A: (continued)**

**78201791**

**78140994**

**78096583**

**76162848**

**78094302**

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1



<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Century Medical, Inc		09/28/2010	CORPORATION: JAPAN

**RECEIVING PARTY DATA**

<b>Name:</b>	Cardica, Inc.
<b>Street Address:</b>	900 Saginaw Drive
<b>City:</b>	Redwood City
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94063
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78099022	CARDICA
Serial Number:	78201801	PAS PORT
Serial Number:	78201791	C PORT
Serial Number:	78140994	C-PORT
Serial Number:	78096583	PASPORT
Serial Number:	76162848	CARDICA
Serial Number:	78094302	PAS-PORT

**CORRESPONDENCE DATA**

Fax Number: (650)364-3134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (650) 331-7162  
 Email: schar@cardica.com  
 Correspondent Name: Brian A. Schar  
 Address Line 1: 900 Saginaw Drive  
 Address Line 2: Cardica, Inc.

CH \$190.00 78099022

Address Line 4: Redwood City, CALIFORNIA 94063

NAME OF SUBMITTER:

Brian A. Schar, Esq

Signature:

/Brian A Schar, Esq /

Date.

11/04/2010

Total Attachments: 12

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TO: BRIAN A. SCHAR COMPANY: 900 SAGINAW DRIVE

**Release of Security Interest**

This RELEASE OF SECURITY INTEREST (the "Release"), dated September 28, 2010 (the "Effective Date"), is granted by Century Medical, Inc., a Japanese corporation with its principal place of business located at 1-11-2 Ohsaki, Shinagawa-Ku, Tokyo, 141-8588, Japan, (the "Lender"), pursuant to the Subordinated Convertible Note Agreement dated June 16, 2003 and the Amendments thereto dated August 6, 2003, March 30, 2007, and April 1, 2010 (collectively, the "Agreement") by and between the Lender and Cardica, Inc., a Delaware corporation having offices at 900 Saginaw Drive, Redwood City, California 94063 (the "Company").

WHEREAS, pursuant to the Agreement, the Lender made a Loan in the principal amount of \$3,000,000.00 to the Company;

WHEREAS, pursuant to the Agreement, the Company granted to the Lender a security interest in Company property and assets, including the intellectual property of the Company, identified as "the Collateral" in the Agreement;

WHEREAS, pursuant to the Agreement, the Company recorded the grant of a security interest to the Lender in particular identified patents via a Grant of Patent Security Interest dated June 19, 2003, which is attached as Exhibit 1;

WHEREAS, pursuant to the Agreement, the Company recorded the grant of a security interest to the Lender in particular identified trademarks via a Grant of Trademark Security Interest dated June 19, 2003, which is attached as Exhibit 2;

WHEREAS, the Company repaid the Loan in full to the Lender on August 17, 2010;

NOW, THEREFORE, pursuant to the Agreement,

(1) the Lender hereby terminates and releases its security interest in all of the Company's Collateral, including the patents and trademarks identified in Exhibits 1 and 2, as of the Effective Date; and

(2) the Lender hereby terminates and revokes the Grant of Patent Security Interest and Grant of Trademark Security Interest; as of the Effective Date.

Century Medical, Inc.

By 

Name: Akira Hoshino

Title: President & CEO

TO: BRIAN A. SCHAR COMPANY: 900 SAGINAW DRIVE

# **Exhibit 1**

TO: BRIAN A. SCHAR COMPANY: 900 SAGINAW DRIVE

### GRANT OF PATENT SECURITY INTEREST

WHEREAS, Cardica, Inc., a Delaware corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Century Medical, Inc., a Japan corporation ("Secured Party"), has entered into a Subordinated Convertible Note Agreement dated as of June 16, 2003 (said Subordinated Convertible Note Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Note Agreement") with Grantor, pursuant to which Secured Party has made a loan of US\$3,000,000 to Company; and

WHEREAS, pursuant to the terms of the Note Agreement, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Note Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

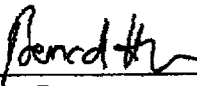
TK1:116625.2

TO: BRIAN A. SCHAR COMPANY: 900 SAGINAW DRIVE

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Note Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 19 day of June, 2003.

CARDICA, INC.

  
\_\_\_\_\_  
Name: Bernard A. Hausen  
Title: President + CEO



TO: BRIAN A. SCHAR COMPANY: 900 SAGINAW DRIVE

## SCHEDULE A

TO

## GRANT OF PATENT SECURITY INTEREST

## Patents Issued:

Patent No.	Issue Date	Invention	Inventor
6,179,849	1/30/01	Sutureless Closure for Connecting a Bypass Graft to a Target Vessel	Stephen A. Yenchko; Michael Hendricksen; Jaime Vargas; Jamey Nielsen; Bernard A. Hausen; Scott Vance
6,206,913	3/27/01	Method and System for Attaching a Graft to a Blood Vessel	Stephen A. Yenchko; Bernard A. Hausen
6,371,984	4/16/02	Trocar for Use in Deploying an Anastomosis Device and Method of Performing Anastomosis	Jaime Vargas; Brendan M. Donohoe; Scott C. Anderson; Theodore Bender; Stephen Yenchko; Bernard Hausen; Michael Hendricksen
6,391,038	5/21/02	Anastomosis System and Method for Controlling a Tissue Site	Jaime Vargas; Michael Hendricksen; Stephen A. Yenchko; Jamey Nielsen; Bernard A. Hausen; Brendan Donohoe
6,398,797	6/4/02	Tissue Bonding System and Method for Controlling a Tissue Site During Anastomosis	David Bombard; Theodore Bender; Tenny Chang; Jaime Vargas; Michael Hendricksen; Stephen A. Yenchko; Jamey Nielsen; Bernard A. Hausen; Brendan Donohoe
6,402,794	6/11/02	Evarter and Threadthrough System for Attaching Graft Vessel to Anastomosis Device	Michael Hendricksen; Theodore Bender; Brendan M. Donohoe; Jaime Vargas; Andrew Frazier; Stephen Yenchko; Bernard Hausen
6,419,661	7/16/02	Implantable Medical Device Such as an Anastomosis Device	Jaime Vargas; James T. Nielsen; Michael Hendricksen; Brendan M. Donohoe; Stephen Yenchko; Bernard Hausen
6,428,550	8/6/02	Sutureless Closure and Deployment System for Connecting Blood Vessels	Jaime Vargas; Stephen A. Yenchko; Jamey Nielsen; Michael Hendricksen; Bernard A. Hausen

TK:116625.2

TO: BRIAN A. SCHAR COMPANY: 900 SAGINAW DRIVE

6,461,320	10/9/02	Method and System for Attaching a Graft to a Blood Vessel	Stephen A. Yencho; Bernard A. Hausen
6,471,713	10/29/02	System for Deploying an Anastomosis Device and Method of Performing Anastomosis	Jaime Vargas; Stephen A. Yencho; Jamey Nielsen; Michael Hendricksen; Bernard A. Hausen; Russell C. Mead, Jr.; Heather Klaubert; Brendan M. Donohoe; Theodore Bender
6,476,804	11/12/02	Anastomosis System and Method for Controlling a Tissue Site	Jaime Vargas; Michael Hendricksen; Stephen A. Yencho; Jamey Nielsen; Bernard A. Hausen; Brendan Donohoe
6,497,710	12/24/02	Method and System for Attaching a Graft to a Blood Vessel	Stephen A. Yencho; Bernard A. Hausen
6,537,287	3/25/03	Sutureless Closure for Connecting a Bypass Graft to a Target Vessel	Stephen A. Yencho; Michael Hendricksen; Jaime Vargas; Jamey Nielsen; Bernard A. Hausen; Scott Vance
6,537,288	3/25/03	Implantable Medical Device such as an Anastomosis Device	Jaime Vargas; James T. Nielsen; Michael Hendricksen; Brendan M. Donohoe; Stephen Yencho; Bernard Hausen
6,554,764	4/29/03	Graft Vessel Preparation Device and Methods for Using the Same	Jaime Vargas; Ted Bender; David Bombard; Jeremy Frank

## Patents Pending:

App./Publication No.	Date Filed/Published	Invention	Inventor
09/886,074	6/18/01	Method and System for Attaching a Graft to a Blood Vessel	Stephen A. Yencho; Bernard A. Hausen
2001/0037139	11/1/01	Method and System for Attaching a Graft to a Blood Vessel	Stephen A. Yencho; Bernard A. Hausen
09/824,556	8/9/01	Trocar for Use in Deploying an Anastomosis [sic] Device and Method of Performing Anastomosis	Jaime Vargas; Brendan M. Donohoe; Scott C. Anderson; Theodore Bender; Stephen Yencho; Bernard Hausen; Michael Hendricksen
2002/0026137	2/28/02		
09/889,056	11/21/01		
2002/0077637	6/20/02		

- 4 -

TK:1166252

TO: BRIAN A. SCHAR COMPANY: 900 SAGINAW DRIVE

10/001,962 2002/0062626	12/5/01 9/27/02	Integrated Anastomosis Tool with Graft Vessel Attachment Device and Cutting Device	Brendan M. Donohoe; Jaime Vargas; Stephen A. Yench; James T. Nielsen; Theodore M. Bender; Michael Hendricksen; Scott C. Anderson
10/253,378 2003/0023263	9/24/02 1/30/03	Anastomosis System	Jaime Vargas; Michael Hendricksen; Stephen A. Yench; Jamey Nielsen; Bernard A. Hausen; Brendan Donohoe
10/253,347 2003/0028206	9/24/02 2/6/03	Anastomosis Method	Jaime Vargas; Michael Hendricksen; Stephen A. Yench; Jamey Nielsen; Bernard A. Hausen; Brendan Donohoe
09/967,684 2003/0065343	9/29/01 4/3/03	Access Port System for Anastomosis	Stephen A. Yench; Bernard A. Hausen; Jaime S. Vargas
10/273,910 2003/0109893	10/18/02 6/12/03	Implantable Medical Device Such as an Anastomosis Device	Jaime Vargas; James T. Nielsen; Michael Hendricksen; Brendan M. Donohoe; Stephen Yench; Bernard Hausen
09/542,976	4/4/00		
09/664,588	9/16/00		
09/664,589	9/16/00		
09/667,216	10/12/00		
09/764,218	1/16/01		
09/946,791	9/4/01		
09/993,438	1/13/01		
10/041,542	1/7/02		
10/054,745	1/22/02		
10/055,179	1/23/02		
10/057,795	1/23/02		
10/083,236	2/26/02		
10/134,081	4/24/02		
10/135,669	4/30/02		

TO: BRIAN A. SCHAR COMPANY: 900 SAGINAW DRIVE

10/136,007	4/30/02
10/151,441	5/20/02
10/159,838	5/31/02
10/172,761	6/14/02
10/197,352	7/16/02
10/223,011	8/16/02
10/235,446	9/4/02
10/309,519	12/4/02
10/331,366	12/30/02
10/367,175	2/14/03
10/392,336	3/19/03
10/412,173	4/11/03
10/420,551	4/21/03
10/420,671	4/21/03
10/426,838	4/30/03
60/399,880	7/31/02

- 6 -

TX:1166252

TO: BRIAN A. SCHAR COMPANY: 900 SAGINAW DRIVE

## **Exhibit 2**

TO: BRIAN A. SCHAR COMPANY: 900 SAGINAW DRIVE

### GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Cardica, Inc., a Delaware corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Century Medical, Inc., a Japan corporation ("Secured Party"), has entered into a Subordinated Convertible Note Agreement dated as of June 16, 2003 (said Subordinated Convertible Note Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Note Agreement") with Grantor, pursuant to which the Secured Party has made a loan of US\$3,000,000 to Company; and

WHEREAS, pursuant to the terms of the Note Agreement, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Note Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

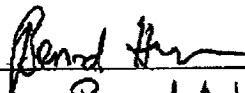
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

TO: BRIAN A. SCHAR COMPANY: 900 SAGINAW DRIVE

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Note Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 9 day of June, 2003.

CARDICA, INC.

  
Name: Bernard A. Hausen  
Title: President & CEO

TO: BRIAN A. SCHAR COMPANY: 900 SAGINAW DRIVE

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Trademarks Issued:**

<b>Serial Number</b>	<b>Filing Date</b>	<b>Trademark Description</b>
78099022	12/18/01	Word Mark: CARDICA Design plus words, letters and/or numbers
78201801	1/9/03	Word Mark: PAS-PORT Design plus words, letters and/or numbers
78201791	1/9/03	Word Mark: C-PORT Design plus words, letters and/or numbers
78140994	7/3/02	Word Mark: C-PORT Typed Drawing
78096583	12/4/01	Word Mark: PASPORT Design plus words, letters and/or numbers
78162848	7/31/01	Word Mark: CARDICA Typed Drawing

**Trademarks Pending:**

<b>App. Number</b>	<b>Filing Date</b>	<b>Trademark Description</b>
78/094,302	11/20/01	Word Mark: PAS-PORT