

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
Corventis, Inc.		02/16/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Medtronic, Inc.
Street Address:	710 Medtronic Parkway
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55432
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77201621	
Serial Number:	77607634	AVIVO
Serial Number:	77710814	AZURIS
Serial Number:	77710823	AZURIS
Serial Number:	77710830	AZURIS
Serial Number:	77710835	AZURIS
Serial Number:	77186305	CARDIOVOL
Serial Number:	77155390	CORVENTIS
Serial Number:	77807770	MCT
Serial Number:	77705613	NUVANT
Serial Number:	77705560	NUVANT
Serial Number:	77705575	NUVANT
Serial Number:	77705567	NUVANT
Serial Number:	77607684	PIIX

OP \$465.00 77201621

Serial Number:	77607712	PIIX
Serial Number:	77607721	PIIX
Serial Number:	77607774	PIIX
Serial Number:	77704566	ZLINK

CORRESPONDENCE DATA

Fax Number: (612)492-7077
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612-492-7000
Email: ip@fredlaw.com
Correspondent Name: Patricia A. Larson
Address Line 1: Fredrikson & Byron, P.A.
Address Line 2: 200 S. Sixth Street, Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson
Signature:	/Patricia A. Larson/
Date:	02/18/2011

Total Attachments: 10
source=IP Security Agreement Medtronic Corventis#page1.tif
source=IP Security Agreement Medtronic Corventis#page2.tif
source=IP Security Agreement Medtronic Corventis#page3.tif
source=IP Security Agreement Medtronic Corventis#page4.tif
source=IP Security Agreement Medtronic Corventis#page5.tif
source=IP Security Agreement Medtronic Corventis#page6.tif
source=IP Security Agreement Medtronic Corventis#page7.tif
source=IP Security Agreement Medtronic Corventis#page8.tif
source=IP Security Agreement Medtronic Corventis#page9.tif
source=IP Security Agreement Medtronic Corventis#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”), is dated as of February 16, 2011, by and between **Corventis, Inc.**, a Delaware corporation (“**Debtor**”), and **Medtronic, Inc.**, a Minnesota corporation (the “**Secured Party**”).

Debtor has issued a Promissory Note of even date herewith to Secured Party (as amended, modified or otherwise supplemented from time to time, the “**Note**”) and has executed and delivered to Secured Party a Security Agreement, dated as of even date herewith (as amended, modified or otherwise supplemented from time to time, the “**Security Agreement**”). Capitalized terms used herein but not herein defined shall have the meanings given to such terms in the Security Agreement.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security Interest and Collateral.** In order to secure payment and performance of all of Debtor’s obligations under the Note and the Security Agreement, the “**Obligations**”), Debtor hereby grants Secured Party a security interest (the “**Security Interest**”), in all of the intellectual property of Debtor, whether now owned or hereafter acquired and wherever located, and all proceeds thereof (collectively, the “**Collateral**”), including but not limited to the intellectual property described in **Exhibit A** and the following, whether now owned or hereafter acquired and wherever located:

(a) **Patents.** (i) All patents and patent applications, including the patents and patent applications listed on **Schedule 1** of **Exhibit A** hereto, (ii) all provisionals, reissues, divisions, continuations, renewals, extensions, continuations-in-part thereof, (iii) any patent application that, directly or indirectly, claims priority to any of the patents or applications in (i) or (ii), and any patents issuing from any such patent applications, (iv) any patent application from which, directly or indirectly, any of the patents or applications in (i) or (ii) claim priority, and any patents issuing from any such patent applications, (v) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (vi) all rights to sue for past, present or future infringements thereof, and (vii) all rights corresponding thereto throughout the world (all such items described in subparagraphs (i) through (vii) of this subsection (a) being hereafter referred to collectively as the “**Patents**”), and (viii) all license agreements with any party in connection with any Patents or such other party’s patents and patent applications, whether Debtor is a licensor or a licensee under such license agreement, including but not limited to, the license agreements listed on **Schedule 2** of **Exhibit A**, and the right upon the occurrence and during the continuance of an Event of Default to exercise remedies against the foregoing in connection with the enforcement of Secured Party’s rights pursuant to the terms of the Security Agreement (all of the

foregoing described in subparagraph (viii) being hereafter referred to collectively as the “**Patent Licenses**”);

(b) Trademarks. (i) All trade names, trademarks, service marks and any registrations thereof and applications therefor, including the trade names, trademarks, service marks and any registrations thereof and applications therefor listed on Schedule 3 of Exhibit A hereto, (ii) any renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) all rights to sue for past, present or future infringements thereof, (v) all rights corresponding thereto throughout the world, (vi) all goodwill of Debtor’s business connected with and symbolized by the foregoing (all such items described in subparagraphs (i) through (vi) of this subsection (b) being hereafter referred to collectively as the “**Trademarks**”), and (vii) all license agreements with any other party in connection with any Trademarks or such other party’s trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Debtor is a licensor or licensee under such license agreement, including but not limited to, the license agreements listed on Schedule 4 of Exhibit A, and the right upon the occurrence and during the continuance of an Event of Default to exercise remedies against the foregoing in connection with the enforcement of Secured Party’s rights pursuant to the terms of the Security Agreement (all of the foregoing described in subparagraph (vii) being hereinafter referred to collectively as the “**Trademark Licenses**”);

(c) Copyrights. (i) All copyrights and registrations thereof, including the copyrights and registrations thereof listed on Schedule 5 of Exhibit A hereto, (ii) any renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, (v) all rights corresponding thereto throughout the world (all such items described in subparagraphs (i) through (v) of this subsection (c) referred to as “**Copyrights**”), and (vi) all license agreements with any party in connection with any Copyrights or such other party’s copyrights and registrations whether Debtor is a licensor or a licensee under such license agreement, including but not limited to, the license agreements listed on Schedule 6 of Exhibit A, and the right upon the occurrence and during the continuance of an Event of Default to exercise remedies against the foregoing in connection with the enforcement of Secured Party’s rights pursuant to the terms of the Security Agreement (all of the foregoing described in subparagraph (vi) being hereafter referred to collectively as the “**Copyright Licenses**”);

(d) Miscellaneous. All inventions, discoveries, ideas, technology, know-how, trade secrets, processes, formulas, models, prototypes, drawings and designs, computer software programs, and documents, computer disks, source codes, object codes, lab books or other written materials, in each case, related thereto; and

(e) Proceeds. All proceeds of any of the foregoing.

IN WITNESS WHEREOF, each of the parties has executed this Intellectual Property Security Agreement as of the day and year first above written.

DEBTOR:

CORVENTIS, INC.

By: John Russell

Name: John Russell

Title: President and Chief Executive Officer

Address:

2033 Gateway Place #100
San Jose, CA 95110

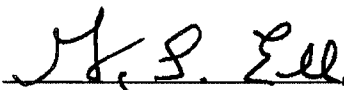
[Signature Page to Medtronic Intellectual Property Security Agreement]

Corventis - Medtronic IP Security Agreement (WSGR 2-3-11)_(PALIB2_5347294_3).DOCX

TRADEMARK
REEL: 004482 FRAME: 0633

IN WITNESS WHEREOF, each of the parties has executed this Intellectual Property Security Agreement as of the day and year first above written.

MEDTRONIC, INC.

By: 
Gary L. Ellis

Its: Senior Vice President & CFO

[Signature Page to Medtronic Intellectual Property Security Agreement]

TRADEMARK
REEL: 004482 FRAME: 0634

SCHEDULE 3

Trademarks and Trademark Applications







See attached.



CORVENTIS

Exhibit A: Schedule 3

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Class	Case Status/Next Action Due
	Australia	1202079	09/28/07	1202079	09/28/07	9, 10, 42	REGISTERED
	Brazil	829517731	12/17/07				PENDING
	Brazil	829517723	12/17/07				PENDING
	Brazil	829517740	12/10/07				PENDING
	Canada	1365703	9/28/07				Allowed – Declaration of Use due 7/14/2011
	China	6421988	12/06/07	6421988	02/28/10	10	REGISTERED
	China	6421989	12/06/07	6421989	03/28/10	9	REGISTERED

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Class	Case Status/Next Action Due
	China	6421987	12/06/07	6421987	05/28/10	44	REGISTERED
	European Community	6316848	09/27/07	6316848	12/12/08	9, 10, 44	REGISTERED
	India	1607229	10/01/07	1607229	10/01/07	10	REGISTERED
	Norway	200711551	10/01/07	243271	12/19/07	9, 10, 44	REGISTERED
	Switzerland	60894/2007	10/02/07	569315	03/14/08	9, 10, 44	REGISTERED
	United States	77/201621	6/8/07	3755113	3/2/10	9, 10, 42, 44	REGISTERED
AVIVO	United States	77/607634	11/5/08	3758789	3/9/10	10	REGISTERED Declaration of Use due 3/9/16
AZURIS	United States	77/710814	4/9/09			9	Allowed -3rd EOT/SOU due 4/20/11

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Class	Case Status/Next Action Due
AZURIS	United States	77710823	4/9/09			10	Allowed -3rd EOT/SOU due 06/22/11
AZURIS	United States	77710830	4/9/09			42	Allowed -3rd EOT/SOU due 4/20/11
AZURIS	United States	77710835	4/9/09			44	Allowed -3rd EOT/SOU due 4/20/11
CARDIOVOL	United States	771186305	5/21/07			9, 10, 42, 44	Handled by another law firm
CORVENTIS	Australia	1202080	09/28/07	1202080	09/28/07	9, 10, 42	REGISTERED
CORVENTIS	Brazil	829479392	10/15/07				PENDING
CORVENTIS	Brazil	829479406	10/15/07				PENDING
CORVENTIS	Brazil	829479414	10/15/07				PENDING
CORVENTIS	Canada	1365707	9/28/07				Allowed - Declaration of Use due 5/7/2011
CORVENTIS	China	6312520	10/08/07	6312520	02/07/10	10	REGISTERED
CORVENTIS	China	6312519	10/08/07	6312519	03/28/10	44	REGISTERED
CORVENTIS	China	6312521	10/08/07	6312521	03/28/10	9	REGISTERED
CORVENTIS	European Community	6306187	09/27/07	6306187	01/19/09	9, 10, 44	REGISTERED
CORVENTIS	India	1607230	10/01/07	1607230	10/01/07	10	REGISTERED

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Class	Case Status/Next Action Due
CORVENTIS	Norway	200711552	10/01/07	243299	12/20/07	9, 10, 44	REGISTERED
CORVENTIS	Switzerland	60895/2007	10/02/07	571343	05/06/08	9, 10, 44	REGISTERED
CORVENTIS	United States	771155390	4/12/07	3680248	9/8/09	9, 10, 42, 44	REGISTERED
MCT	United States	77/807,770	8/19/09			10	Allowed -2nd EOT/SOU due 6/1/11
NUVANT	European Community	8590887	10/2/2009	8590887	3/22/10	9, 10, 42, 44	REGISTERED Renewal due 10/2/19
NUVANT	United States	77705613	4/2/09	3904979	1/11/11	9	REGISTERED
NUVANT	United States	77705560	4/2/09			10	SOU filed
NUVANT	United States	77705575	4/2/09	3804404	6/15/10	42	REGISTERED Declaration of Use due 6/15/16
NUVANT	United States	77705567	4/2/09	3804403	6/15/10	44	REGISTERED Declaration of Use due 6/15/16
PIIX	European Community	8279184	5/5/09	8279184	1/21/10	9, 10, 42, 44	REGISTERED Renewal due 5/5/19
PIIX	India	1814764	5/5/09			9	Published

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Class	Case Status/Next Action Due
PIIX	India	1814765	5/5/09			10	Published
PIIX	India	1814763	5/5/09			42	Pending
PIIX	Singapore	T0905073J	5/5/09	T0905073J	5/5/09	9, 10, 42, 44	REGISTERED Renewal due 5/5/19
PIIX	United States	77/607684	11/5/08	3758790	3/9/10	9	REGISTERED Declaration of Use due 3/9/16
PIIX	United States	77/607712	11/5/08	3804047	6/15/10	10	REGISTERED Declaration of Use due 6/15/16
PIIX	United States	77/607721	11/5/08	3874004	11/9/10	42	REGISTERED Declaration of Use due 11/9/16
PIIX	United States	77/607774	11/5/08	3800416	6/8/10	44	REGISTERED Declaration of Use due 6/8/16
ZLINK	United States	77/704566	4/1/09			9, 10, 42, 44	Handled by another law firm

4875086_1.DOC