

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
Mitralign, Inc.		06/25/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3409603	MITRALIGN	
CORRESPONDENCE DATA			
Fax Number:	(404)443-5697		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-343-2335		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	My Ngo, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street N.E., Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2060236-0048 (MITRALIGN)		
NAME OF SUBMITTER:	Latosha E. Allen		
Signature:	/Latosha E. Allen/		

OP \$40.00 3409603

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Date:

07/27/2011

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of June 25 2010, is made by MITRALIGN, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent (in such capacity, together with any successors, endorsees and assigns, the "Agent") for itself and the lenders from time to time party to the Loan Agreement hereinafter defined (collectively, the "Lenders").

W I T N E S S E T H:

WHEREAS, Grantor, Agent and Lenders are parties to the Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lenders have agreed to provide to Grantor certain loans and other extensions of credit in accordance with the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Intellectual Property Collateral"):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those owned by Grantor referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those owned by Grantor referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those owned by Grantor referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those owned by Grantor referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York

Section 7. Termination. Upon the date on which all of the Obligations are indefeasibly repaid in full in cash, all of the Commitments are terminated, and the Loan Agreement shall have been terminated, and upon receipt of a payoff letter or termination agreement executed by the Loan Parties in form and substance acceptable to Agent, Agent shall, at Grantor's sole cost and expense and without any recourse, representation or warranty, release its liens in the Intellectual Property Collateral.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MITRALIGN, INC.

By: 

Name: Richard Omilanowicz

Title: Chief Operating Officer and Chief
Financial Officer

[Signature Page to Intellectual Property Security Agreement]

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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 


Name: R. Hanes Whiteley

Title: Duly Authorized Signatory

Acknowledgment of Grantor

STATE OF New Hampshire
COUNTY OF Hillsborough) ss

On this 23rd day of June 2010 before me personally appeared Richard Omilanowicz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Mitralign, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

SOPHIA WONG, Notary Public
My Commission Expires September 9, 2014

[Acknowledgement of Grantor Intellectual Property Security Agreement]

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**Schedule 1
COPYRIGHTS**

None.

**Schedule 2
TRADEMARKS**

Country	Name	Registration Number	Registration Date
United States	MITRALIGN	3,409,603	April 8, 2008

**Schedule 3
US PATENTS**

Patent Title	Patent Number	Grant Date
Method and apparatus for catheter-based annuloplasty	6,619,291	September 16, 2003
Method and apparatus for catheter-based annuloplasty using local plications	6,718,985	April 14, 2004
Method and apparatus for catheter-based annuloplasty using local plications	7,037,334	May 2, 2006
Tissue fastening systems and methods utilizing magnetic guidance	7,166,127	January 23, 2007
Tissue fastening systems and methods utilizing magnetic guidance	7,431,726	October 7, 2008

Schedule 4
US PATENT APPLICATIONS

Publication Title	Publication Number	Publication Date
Method and apparatus for catheter-based annuloplasty	US 2004-0019378A1	January 29, 2004
	US 2010-0324669 A1	December 23, 2010
Method and apparatus for performing catheter-based annuloplasty using local plications	US 2004-0172046 A1	September 2, 2004
	US 2005-0119734 A1	June 2, 2005
Tissue fastening systems and methods utilizing magnetic guidance	US 2008-0275503 A1	November 6, 2008
	US 2007-0010857 A1	January 11, 2007
	US 2009-0076547 A1	March 19, 2009
Systems and methods for introducing elements into tissue	US 2008-0228165 A1	September 18, 2008
Devices and methods for introducing elements into tissue	US 2008-0228267 A1	September 18, 2008
Tissue anchors, systems and methods, and devices	US 2008-0228265 A1	September 18, 2008
Tissue anchors, systems and methods, and devices	US 2008-0228198 A1	September 18, 2008
Tissue plication device and method of its use	US2010-0070028A1	March 18, 2010

UNPUBLISHED US PATENT APPLICATIONS

Publication Title	Application No.	Filing Date
TISSUE PPLICATION DEVICES AND METHODS FOR THEIR USE	12/393,608	February 26, 2009
DEVICE PERCUTANEOUSLY DELIVERING A CARDIAC IMPLANT THROUGH THE APPLICATION OF DIRECT ACTUATION FORCES EXTERNAL TO THE BODY	12/394,528	February 27, 2009
METHOD OF PERCUTANEOUS MITRAL VALVE ANNULOPLASTY	12/393,604	February 26, 2009
METHOD TO REDUCE MITRAL REGURGITATION BY CINCHING THE COMMISSURE OF THE MITRAL VALVE	12/400,350	March 9, 2009
STEERABLE WIRE DELIVERY CATHETER WITH INTEGRATED ECHO VISUALIZATION	61/363,153	July 9, 2010
SYSTEM AND METHOD FOR SECURING TISSUE	61/407,341	October 27, 2010
STEERABLE GUIDE CATHETER HAVING PREFORMED CURVED SHAPE	61/424,658	December 20, 2010

Schedule 5
PCT PATENT APPLICATIONS

Country	Publication Title	Publication Number	Publication Date
European Community		EP 1898802	March 19, 2008
Japan		JP 2009 500105	January 8, 2009

**Schedule 6
FOREIGN PATENTS**

Country	Patent Title	Patent Number	Grant Date
Japan	Method and apparatus for catheter-based annuloplasty	4282993	March 27, 2009
Japan		4282994	March 27, 2009
Canada (Application Only)	Tissue anchor, anchoring system and methods of using the same		January 7, 2007