

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
NAVISCAN, INC.	FORMERLY NAVISCAN PET SYSTEMS, INC.	08/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3345193	PEMVIEW	
Registration Number:	3046771	PEM FLEX	
Registration Number:	3636127	STEREO NAVIGATOR	
Registration Number:	3863293	NAVISCAN	
CORRESPONDENCE DATA			
Fax Number:	(919)354-1278		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee Conner		

CH \$1115.00 3345193

900199454

TRADEMARK
REEL: 004602 FRAME: 0439

Signature:	/leeconner-tkf/
Date:	08/11/2011
Total Attachments: 5 source=Naviscan Inc - Intellectual Property Security Agreement#page1.tif source=Naviscan Inc - Intellectual Property Security Agreement#page2.tif source=Naviscan Inc - Intellectual Property Security Agreement#page3.tif source=Naviscan Inc - Intellectual Property Security Agreement#page4.tif source=Naviscan Inc - Intellectual Property Security Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 4, 2011 by and between SQUARE 1 BANK ("Bank") and NAVISCAN, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Notwithstanding the foregoing, the grant and pledge of a security interest as provided herein shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Bank hereby agrees that upon the earlier of (A) Grantor achieving sustainable profitability (as determined by Bank in its reasonable business judgment) or (B) Grantor achieving a Debt Service Coverage Ratio of at least 1.00 to 1.00 for 3 consecutive months, provided that no Event of Default has occurred and is continuing and there are then no other Liens in the Intellectual Property Collateral, except Permitted Liens, Bank shall, at Grantor's sole cost and expense, take all actions as are necessary to release Bank's lien in the Intellectual Property Collateral and provide evidence of the same to Grantor

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6865 Flanders Drive, #8
San Diego, CA 92121

Attn: Chief Executive Officer

NAVISCAN, INC.

By: Paul J. Mihella
Title: Chairman & CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

Attn: Manager

SQUARE 1 BANK

By: Mara Huntington
Title: SVP

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Tissue interventions using nuclear-emission image guidance	11455241	06/19/06
Near real-time viewer for pet-guided tissue interventions	12769236	04/28/10
Dedicated apparatus and method for emission mammography	5252830	01/22/92
Dedicated apparatus and method for emission mammography	5323006	05/18/93
Dedicated apparatus and method for emission mammography	5519221	06/20/94
Dedicated apparatus and method for emission mammography	5965891	03/05/97
System for describing the physical distribution of an agent in a patient	6207111	12/31/97
Dedicated apparatus and method for emission mammography	6229145	10/12/99
Dedicated apparatus and method for emission mammography	6545280	12/08/00
Method for describing the physical distribution of an agent in a patient	6555380	02/15/01
Hand held camera with tomographic capability	6628984	04/11/01
Dedicated apparatus and method for emission mammography	6740882	10/23/02
Dedicated apparatus and method for positron emission tomography of the prostate	7102134	02/19/04
Mission-specific positron emission tomography	7115874	08/11/03

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
PEMVIEW	3345193	02/09/05
PEM FLEX	3046771	06/18/03
STEREO NAVIGATOR	3636127	11/30/07
NAVISCAN	3863293	02/24/10