

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
ACCESS CLOSURE, INC.		01/10/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PINNACLE VENTURES, L.L.C.
Street Address:	130 LYTTON AVENUE, SUITE 220
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77766680	MYNX M5
Serial Number:	85110859	THE ART OF CLOSING
Serial Number:	85135054	BENGAL
Serial Number:	85150025	MYNX VASCULAR CLOSURE DEVICE WITH GRIP TECHNOLOGY
Serial Number:	85150032	MYNX WITH GRIP
Serial Number:	85150033	GRIP TECHNOLOGY
Serial Number:	85153243	ACCESSCLOSURE
Serial Number:	77066337	MYNX
Serial Number:	85280686	MYNXGRIP
Serial Number:	85154897	MYNX CADENCE

CORRESPONDENCE DATA

Fax Number: (650)493-6811  
 Phone: 650-496-7543

CH \$265.00 77766680

Email: nbouch@wsgr.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: WSGR, c/o Nancy Bouch, Senior Paralegal  
Address Line 1: 650 Page Mill Road  
Address Line 2: FH 2-1 P10  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	30987.042
NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	01/10/2012

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 10, 2012, is made by Access Closure, Inc. ("Grantor"), in favor of Pinnacle Ventures, L.L.C., as agent (in such capacity, "Agent") for Lenders (as defined in the Loan Agreements).

### RECITALS

A. Pursuant to (i) the Second Amended and Restated Loan and Security Agreement, dated as of October 28, 2009, by and among Grantor, Agent and the Lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "PV I Loan Agreement"), (ii) the Loan and Security Agreement, dated as of November 26, 2008, by and among Grantor, Agent and the Lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "PV II Loan Agreement"), and (iii) the Loan and Security Agreement, dated as of December 18, 2008, by and among Grantor, Agent and the Lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "PV III Loan Agreement"), Agent and Lenders have agreed to make certain financial accommodations to Borrower upon the terms and subject to the conditions set forth therein.

B. Pursuant to the Forbearance and Amendment Agreement, dated as of the date hereof, by and among Lenders, Agent and Grantor, (the "Forbearance Agreement") Grantor has granted to Agent (for the benefit of Agent and Lenders) a Lien upon all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Intellectual Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Forbearance Agreement, Grantor hereby agrees with Agent as follows:

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

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 of Grantor, hereby grants to Agent, for the benefit of Agent and Lenders, a Lien on all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a) all of its Copyrights providing for grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions thereof;

(b) all of its Patents providing for grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto, together with all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect thereto, 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;

(c) all of its Trademarks providing for grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals and extensions thereof, and all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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 Lien granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the Lien granted to Agent pursuant to the Forbearance Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the Lien in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions 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 assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and Licenses subject to a Lien hereunder.

Section 5.      Counterparts. This Intellectual Property Security 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 Intellectual Property Security 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 California.

*[signature page follows]*

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"**

ACCESS CLOSURE, INC.

By: *Gregory D. Carlson Sr.*  
Name: Gregory D. Carlson Sr.  
Title: President & CEO

ACCEPTED AND AGREED  
as of the date first above written:

**"Agent"**

PINNACLE VENTURES, L.L.C.

By: \_\_\_\_\_  
Name:  
Title:

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"

ACCESS CLOSURE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

"Agent"

PINNACLE VENTURES, L.L.C.

By: Robert N. Savoie  
Name: Robert N. Savoie  
Title: Chief Operating Officer

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Registrations

1. REGISTERED COPYRIGHTS

None.

2. COPYRIGHT APPLICATIONS

None.

3. REGISTERED PATENTS

See attached.

4. PATENT APPLICATIONS

See attached.

5. REGISTERED TRADEMARKS

See attached.

6. TRADEMARK APPLICATIONS

See attached.

**ACCESS CLOSURE, INC. PATENT SUMMARY**

Cntry	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date
US	Apparatus and Methods for Sealing a Vascular Puncture	Khosravi Bagaoisan Ramee	10/454,362 (6/4/03)	7,331,979 (2/19/08)  Also pub. as 2004/ 0249342
US	Apparatus and Methods for Sealing a Vascular Puncture	Khosravi Bagaoisan Ramee	11/929,728 (10/30/07)	Pub. as 2008/ 0058862 (3/6/08)
CA	Apparatus and Methods for Sealing a Vascular Puncture	Khosravi Bagaoisan Ramee	2,527,333 (5/27/04)	Pub. as CA 2526333 (1/6/05)
EP	Apparatus for Sealing a Vascular Puncture	Khosravi Bagaoisan Ramee	04753719.6 (5/27/04)	EP 1,631,197 B1 (2/28/07)
DE	Apparatus for Sealing a Vascular Puncture	Khosravi Bagaoisan Ramee	04753719.6 (5/27/04)	DE 60 2004 005 037 T2 (8/23/07)
JP	Apparatus for Sealing a Vascular Puncture	Khosravi Bagaoisan Ramee	2006- 515009 (5/27/04)	4440259 (1/15/10) Also pub. as 2006- 526470
WO	Apparatus for Sealing a Vascular Puncture	Khosravi Bagaoisan Ramee	PCT/US04/ 16938 (5/27/04)	WO 2005/ 000126 (1/6/05)
US	Auto-Retracton Apparatus and Methods for Sealing a Vascular Puncture	Bagaoisan Domingo Khosravi Pai	10/806,952 (3/22/04)	Pub. as 2004/ 0267308 (12/30/04)
CA	Apparatus for Sealing a Vascular Puncture	Bagaoisan Domingo Domingo Khosravi Pai	2,559,901 (3/8/05)	Pub. as CA 2559901 (1/6/05)
EP	Apparatus for Sealing a Vascular Puncture	Bagaoisan Domingo Domingo Khosravi	05725259.5- 2318 (3/8/05)	EP 1,727,474 (10/14/09) Also pub.

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**ACCESS CLOSURE, INC. PATENT SUMMARY**

Cntry	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date
		Pai		1,727,474 (12/6/06)
JP	Apparatus for Sealing a Vascular Puncture	Bagaoisan Domingo Domingo Khosravi Pai	2007- 504993 (3/8/05)	Pub. as JP 2007- 530139 (11/1/07)
WO	Apparatus for Sealing a Vascular Puncture	Bagaoisan Domingo Domingo Khosravi Pai	PCT/US05/ 007990 (3/8/05)	WO 2005/ 092204 (10/6/05)
US	Auto-Injector Apparatus for Sealing a Vascular Puncture and Methods for Use	Bagaoisan Domingo Khosravi Pai	10/806,934 (3/22/04)	7,553,319 (6/30/09) Also Pub. as 2004/ 0267193
US	Occlusion Member and Tensioner Apparatus and Methods of Their Use for Sealing a Vascular Puncture	Bagaoisan Domingo Domingo Khosravi Pai	10/806,927 (3/22/04)	7,316,704 (1/8/08)  Also pub. as 2004/ 0267307
US	Occlusion Member and Tensioner Apparatus and Methods of Their Use for Sealing a Vascular Puncture	Bagaoisan Domingo Domingo Khosravi Pai	11/929,762 (10/30/07)	7,985,240 (7/26/11) Also pub. as 2008/ 0058864
US	Apparatus and Methods for Facilitating Hemostasis within a Vascular Puncture	Khosravi Bagaoisan	10/928,744 (8/27/04)	Pub. as 2006/ 047313 (3/2/06)
CA	Apparatus for Facilitating Hemostasis within a Vascular Puncture	Khanna Khosravi	2,588,099 (8/11/05)	Pub. as CA 2588099 (3/9/06)
EP	Apparatus for Facilitating Hemostasis within a Vascular Puncture	Khanna Khosravi	05785333.5 (08/11/05)	Pub. as EP 1,788,952 (5/30/07)
JP	Apparatus for Facilitating Hemostasis within a Vascular Puncture	Khanna Khosravi	2007- 529922 (08/11/05)	Pub. as 2008- 511394
WO	Apparatus for Facilitating	Khanna	PCT/US05/	WO 2006/

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**ACCESS CLOSURE, INC. PATENT SUMMARY**

Cntry	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date
	Hemostasis within a Vascular Puncture	Khosravi	028660 (8/11/05)	026116 A1 (3/9/06)
CA	Apparatus for Sealing a Vascular Puncture	Khosravi Pai Bagaoisan	2,583,235 (11/1/05)	Pub. as CA 2583235 (5/18/06)
EP	Apparatus for Sealing a Vascular Puncture	Khosravi Pai Bagaoisan	05824218.1 (11/1/05)	Pub. as EP 1,807,132 (7/18/07)
JP	Apparatus for Sealing a Vascular Puncture	Khosravi Pai Bagaoisan	2007- 540404 (5/2/07)	Pub. as JP 2008/ 518742 (6/5/08)
WO	Apparatus for Sealing a Vascular Puncture	Khosravi Pai Bagaoisan	PCT/US05/ 039692 (11/1/05)	WO 2006/ 052611 (5/18/06)
US	Apparatus and Methods for Sealing a Puncture in Tissue	Pai Bagaoisan Domingo	11/112,877 (4/22/05)	8,002,742 (8/23/11) Also pub. as 2006/ 0253072
US	Apparatus and Methods for Sealing a Puncture in Tissue	Pai Bagaoisan Domingo	13/210,363 (8/15/11)	Pub. as 2011/ 0301640 (12/8/11)
US	Apparatus and Methods for Sealing a Vascular Puncture	Khosravi Pai Bagaoisan	10/982,384 (11/5/04)	7,335,220 (2/26/08)
US	Apparatus and Methods for Sealing a Vascular Puncture	Khosravi Pai Bagaoisan	11/627,318 (1/25/07)	7,803,172 (9/28/10) Also pub. as 2007/ 0123817 (5/31/07)
US	Apparatus and Methods for Sealing a Vascular Puncture	Khosravi Pai Bagaoisan	11/929,972 (10/30/07)	Pub. as 2008/ 0097521 (4/24/08)
US	Apparatus and Methods for Sealing a Vascular Puncture	Pai Bagaoisan Khosravi	10/982,385 (11/5/04)	Pub. as 2006/ 0100664 (5/11/06)

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**ACCESS CLOSURE, INC. PATENT SUMMARY**

Cntry	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date
CA	Apparatus and Methods for Sealing a Vascular Puncture	Pai Bagaoisan Khosravi	2,583,238 (11/1/05)	Pub. as CA 2583238 (5/18/06)
EP	Apparatus and Methods for Sealing a Vascular Puncture	Pai Bagaoisan Khosravi	05820934.7 (11/1/05)	Pub. as 1,807,131 (7/18/07)
JP	Apparatus and Methods for Sealing a Vascular Puncture	Pai Bagaoisan Khosravi	2007- 540405 (11/1/05)	Pub. as JP 2008/ 518743 (6/5/08)
WO	Apparatus for Sealing a Vascular Puncture	Pai Bagaoisan Khosravi	PCT/US05/ 039693 (11/1/05)	WO 2006/ 052612 (5/18/06)
US	Apparatus and Method for Temporary Hemostasis	Bagaoisan Bleam Leguidleguid	11/112,971 (4/22/05)	7,806,856 (10/5/10) Also pub. as 2008/ 0009794
CA	Apparatus and Method for Sealing a Puncture in Tissue	Bagaoisan Bleam Leguidleguid	2,605,333 (4/18/06)	
EP	Apparatus and Method for Sealing a Puncture in Tissue	Bagaoisan Bleam Leguidleguid	06750569.3 (4/18/06)	Pub. as EP 1,876,962 (1/16/08)
JP	Apparatus and Method for Sealing a Puncture in Tissue	Bagaoisan Bleam Leguidleguid	2008- 507810 (4/18/06)	Pub. as 2008- 538519 (10/30/08)
WO	Apparatus and Method for Sealing a Puncture in Tissue	Bagaoisan Bleam Leguidleguid	PCT/US06/ 14562 (4/18/06)	WO 2006/ 115904 (11/2/06)
US	Apparatus and Methods for Sealing a Vascular Puncture	Khosravi Pai Bagaoisan Sershen Moreno Domingo	11/854,534 (9/12/07)	Pub. as 2008/ 0082122 (4/3/08)
EP	Apparatus and Methods for Sealing a Vascular Puncture	Khosravi Pai Bagaoisan Sershen Moreno	07842381.1 (9/12/07)	Pub. as EP 2,077,765 (7/15/09)

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**ACCESS CLOSURE, INC. PATENT SUMMARY**

Cntry	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date
		Domingo		
WO	Apparatus and Methods for Sealing a Vascular Puncture	Khosravi Pai Bagaoisan Sershen Moreno Domingo	PCT/US07/ 078328 (9/12/07)	Pub. as WO 08/ 033964 (3/20/08)
US	Apparatus and Methods for Sealing a Vascular Puncture	Khosravi Pai Bagaoisan Sershen Moreno Domingo	60/825,410 (9/13/06)	
US	Apparatus and Methods for Sealing a Vascular Puncture	Bagaoisan Domingo Duong	12/617,693 (11/12/09)	Pub. as 2010/ 0168789 (7/1/10)
CA	Apparatus and Methods for Sealing a Vascular Puncture	Bagaoisan Domingo Duong	2,743,509 (11/12/09)	
EP	Apparatus and Methods for Sealing a Vascular Puncture	Bagaoisan Domingo Duong	09752685.9 (11/12/09)	Pub. as EP 2,364,112 (9/14/11)
JP	Apparatus and Methods for Sealing a Vascular Puncture	Bagaoisan Domingo Duong	2011- 536484 (11/12/09)	
WO	Apparatus and Methods for Sealing a Vascular Puncture	Bagaoisan Domingo Duong	PCT/ US09/ 64272 (11/12/09)	Pub. as WO 2010/ 056915 (5/20/10)
US	Apparatus and Methods for Sealing a Vascular Puncture	Bagaoisan	61/114,049 (11/12/08)	
US	Apparatus and Methods for Treating Pseudo Aneurysms	Khosravi Askari	12/167,985 (7/3/08)	Pub. as 2009/ 0088723 (4/2/09)
US	Apparatus and Methods for Treating Pseudo-Aneurysms	Khosravi Askari	60/976,351 (9/28/07)	
US	Apparatus and Methods for Sealing a Vascular Puncture	Bagaoisan Duong Co Domingo	11/864,835 (9/28/07)	7,993,367 (8/9/11) Also pub. as 2009/

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**ACCESS CLOSURE, INC. PATENT SUMMARY**

Cntry	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date
				0088793
US	Apparatus and Methods for Sealing a Vascular Puncture	Bagaoisan Duong Co Domingo	13/262,061 (10/3/11)	
WO	Apparatus and Methods for Sealing a Vascular Puncture	Bagaoisan Duong Co Domingo	PCT/US08/ 77406 (9/23/08)	Pub. as WO 2009/ 045793 (4/9/09)
US	Apparatus and Methods for Sealing a Vascular Puncture	Bagaoisan Duong Co Domingo	60/976,362 (9/28/07)	
US	Apparatus and Methods for Sealing a Vascular Puncture	Bagaoisan Duong	12/098,380 (4/4/08)	8,029,533 (10/4/11) Also pub. as 2009/ 0254110
US	Apparatus and Methods for Sealing A Puncture (Mynx 1.5 with VBA)	Uchida	13/105,822 (5/11/11)	
US	ACI Sticky Gel Concepts	Uchida Spizuoco To Lim	61/ 434,412 (1/19/11)	
US	Transapical Closure Devices and Methods for Use	Khosravi	61/501,135 (6/24/11)	
US	Methods, Devices, and Systems for Flow Occlusion During Device Exchanges	Hassan To Yang	61/501,125 (6/24/11)	

**ACCESS CLOSURE, INC. TRADEMARK SUMMARY**

Country	Mark	Serial No. (Filing Date)	Reg. No. (Reg. Date)
US	MYNX M5	77/766,680 (6/23/09)	3,924,512 (3/1/11)
US	THE ART OF CLOSING	85/110,859 (8/18/10)	
US	BENGAL	85/135,054 (9/21/10)	
US	MYNX VASCULAR CLOSURE DEVICE WITH GRIP TECHNOLOGY	85/150,025 (10/11/10)	4,027,059 (9/13/11)
US	MYNX WITH GRIP	85/150,032 (10/11/10)	
US	GRIP TECHNOLOGY	85/150,033 (10/11/10)	
US	ACCESSCLOSURE	85/153,243 (10/14/10)	3,947,964 (4/19/11)
	MYNX	77/066,337 (12/18/06)	3,432,082 (5/20/08)
US	MYNXGRIP	85/280,686 (3/29/11)	
US	MYNX CADENCE	85/154,897 (10/18/10)	