

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UNISYN MEDICAL TECHNOLOGIES, INC.		01/23/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	SILICON VALLEY BANK
<b>Street Address:</b>	3003 TASMAN DRIVE
<b>City:</b>	SANTA CLARA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	85281002	FIRSTASSIST
Serial Number:	85261846	ONELOOK
Registration Number:	4000887	CONVERSION
Registration Number:	4000886	CONVERSION
Registration Number:	3951777	UNISYN
Registration Number:	3948720	UNISYN MEDICAL TECHNOLOGIES
Registration Number:	3898028	UNISYN MEDICAL TECHNOLOGIES
Registration Number:	3898027	UNISYN MEDICAL TECHNOLOGIES
Registration Number:	3909107	UNISYN MEDICAL TECHNOLOGIES
Registration Number:	3909106	UNISYN MEDICAL TECHNOLOGIES
Registration Number:	3905464	UNISYN
Registration Number:	3905463	UNISYN
Registration Number:	3905462	UNISYN
Registration Number:	3905461	UNISYN

**TRADEMARK**

**900213147**

**REEL: 004705 FRAME: 0425**

**CH \$440.00 85281002**

Registration Number:	3717657	ESP TECHNOLOGY
Serial Number:	85046666	CONVERSION
Serial Number:	85046675	CONVERSION

**CORRESPONDENCE DATA**

Fax Number: (404)962-6729  
 Email: jihan.jenkins@troutmansanders.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: JIHAN A.R. JENKINS  
 Address Line 1: TROUTMAN SANDERS LLP  
 Address Line 2: 600 PEACHTREE STREET NE  
 Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.001248
NAME OF SUBMITTER:	Jihan A.R. Jenkins
Signature:	/Jihan A.R. Jenkins, Reg. #64415/
Date:	01/26/2012

**Total Attachments: 12**  
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 source=Amended and Restated IPSA- UMT\_Inc Fully Excecuted#page5.tif  
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 source=Amended and Restated IPSA- UMT\_Inc Fully Excecuted#page9.tif  
 source=Amended and Restated IPSA- UMT\_Inc Fully Excecuted#page10.tif  
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**AMENDED AND RESTATED**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Agreement") is made as of January 23, 2012, by and between UNISYN MEDICAL TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), and SILICON VALLEY BANK, a California corporation ("Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of November 14, 2008 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein without definition are used as defined in the Loan Agreement). Pursuant to the terms of the Loan Agreement and that certain Intellectual Property Security Agreement by and between Bank and Grantor dated November 14, 2008 (the "Prior IP 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, which includes, but is not limited to, certain Copyrights, Trademarks, Patents, and Mask Works.

B. Grantor has requested that Bank enter into that certain Fifth Amendment to Loan and Security Agreement by and between Grantor and Bank dated of even date herewith (the "Fifth Amendment"), and Bank is willing to enter into the Fifth Amendment, but only upon the condition, among others, that Grantor execute this Agreement which shall replace, amend and restate the Prior IP Agreement in its entirety.

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, the parties hereto hereby agree that the Prior IP Agreement is hereby replaced, amended and restated in its entirety pursuant to this Agreement, and further, the Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its intellectual property Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, and renewals of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any other material agreement to which Grantor is bound, except to the extent that such agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement or as permitted by the Loan Agreement.

(d) To its knowledge, each of the issued Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party.

(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement.

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its commercially reasonable best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected, and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works that are material to its business to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral.

(h) This IP Agreement creates, and in the case of after-acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and, upon making the filings referred to in clause (i) below, perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement.

(i) To its knowledge, except for, and upon, the filing of Uniform Commercial Code Financing Statements and the filing with the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. Governmental Authority is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of

this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States of the security interest granted hereby or the exercise by Bank of its rights and remedies hereunder.

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is, or will be when so supplied, accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' prior notice to Grantor. Grantor shall reimburse and indemnify Bank for all documented, reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) time in every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Bank, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP

Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

- (a) An Event of Default occurs under the Loan Agreement; or
- (b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the Colorado Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation,

reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Release; Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all releases, deeds, assignments, and other instruments as may be necessary or proper to release its security interest hereunder and reinvest in Grantor full title to the property collaterally assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP 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.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal courts located in Denver County, Colorado.

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement, except that the disclosure of this information may be made (i) to the Affiliates of the Bank, (ii) to prospective transferees or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreements in favor of Grantor and have delivered a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena, judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

*[Signature page follows.]*




IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

Address of Grantor:

1150 Catamount Drive  
Golden, Colorado 80403

GRANTOR:

UNISYN MEDICAL TECHNOLOGIES, INC.

By:   
Print Name: Daniel Faath  
Title: CEO

BANK:

SILICON VALLEY BANK


By:   
Print Name: Shana Anderson  
Title: Sr. Mgr

EXHIBIT "A"

COPYRIGHTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

EXHIBIT "B"

PATENTS

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Security Interest/ Ownership Issues</u>
UNIVERSAL CURRENT LEAKAGE TESTING ADAPTER	7,880,488 (12/262,500)	02/01/2011	
UNIVERSAL X-RAY TEST BED	7,748,901 (12/062,894)	07/06/2010	
TESTING DEVICE FOR ACOUSTIC PROBES AND SYSTEMS	7,726,172 (11/668,147)	06/01/2010	
REMOTE MAINTENANCE OF MEDICAL IMAGING DEVICES	20110121969 (12/951,841)	11/22/2010	
UNIVERSAL X-RAY TEST BED	20110919802 (12/828,975)	07/01/2010	
HIGH-INTENSITY FOCUSED- ULTRASOUND HYDROPHONE	20050245824 (11/111,476)	04/20/2005	
PERSONAL COMPUTER BASED AUDIO FREQUENCY IMPEDANCE ANALYZER	20100150358 (12/537,317)	12/17/2008	
PRIME-BASED FREQUENCY SAMPLING	20100194377 (12/366,552)	02/05/2009	
ACOUSTIC SYSTEM QUALITY ASSURANCE AND TESTING	20110032799 (12/536,734)	08/06/2009	
ACOUSTIC SYSTEM QUALITY ASSURANCE AND TESTING	20110030448 (12/536,744)	08/06/2009	
ACOUSTIC SYSTEM QUALITY ASSURANCE AND TESTING	20110032793 (12/536,753)	08/06/2009	
UNIVERSAL X-RAY TEST BED	20090296894 (12/539,081)	08/11/2009	

APPARATUS AND METHODS FOR INTERFACING ACOUSTIC TESTING APPARATUS WITH ACOUSTIC PROBES AND SYSTEMS	6,920,776 (10/982,023)	07/26/2005
APPARATUS AND METHODS FOR INTERFACING ACOUSTIC TESTING APPARATUS WITH ACOUSTIC PROBES AND SYSTEMS	6,928,856 (10/982,410)	08/16/2005
APPARATUS AND METHODS FOR INTERFACING ACOUSTIC TESTING APPARATUS WITH ACOUSTIC PROBES AND SYSTEMS	7,007,539 (10/426,066)	03/07/2006
APPARATUS AND METHODS FOR TESTING ACOUSTIC PROBES AND SYSTEMS	7,028,529 (10/426,137)	4/18/2006
APPARATUS AND METHODS FOR TESTING ACOUSTIC PROBES AND SYSTEMS	7,155,957 (11/319,921)	01/02/2007
APPARATUS AND METHODS FOR TESTING ACOUSTIC SYSTEMS	7,278,289 (10/426,156)	10/09/2007
TESTING DEVICE FOR ACOUSTIC PROBES AND SYSTEMS	D565,444 (29/276,543)	04/01/2008
UNIVERSAL CURRENT LEAKAGE TESTING ADAPTER	D599,232 (29/327,197)	10/31/2008
REMOTE MAINTENANCE OF MEDICAL IMAGING DEVICES	PCT/US2010/057 876	11/23/2010
ACOUSTIC SYSTEM QUALITY ASSURANCE AND TESTING	PCT/US2010/044 763	08/6/2010
SYSTEMS AND METHOD FOR RECONFIGURING AN ULTRASOUND DEVICE	12/062,852	04/04/2008
SYSTEMS AND METHODS FOR TESTING ACOUSTIC DEVICES	13/081,238	04/06/2011
TEST -- EQUIPMENT HOUSING	29/389,123	04/06/2011
REAL TIME X-RAY MONITORING	13/112,829	05/20/2011

EXHIBIT "C"

TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Ownership/Security Interest Issues</u>
FIRSTASSIST	85/281,002	March 30, 2011	
ONELOOK	85/261,846	March 9, 2011	
CONVERSION	4,000,887	July 26, 2011	
CONVERSION	4,000,886	July 26, 2011	
UNISYN	3,951,777	April 26, 2011	
UNISYN MEDICAL TECHNOLOGIES	3,948,720	April 19, 2011	
UNISYN MEDICAL TECHNOLOGIES	3,898,028	December 28, 2010	
UNISYN MEDICAL TECHNOLOGIES	3,898,027	December 28, 2010	
UNISYN MEDICAL TECHNOLOGIES	3,909,107	January 18, 2011	
UNISYN MEDICAL TECHNOLOGIES	3,909,106	January 18, 2011	
UNISYN	3,905,464	January 11, 2011	
UNISYN	3,905,463	January 11, 2011	
UNISYN	3,905,462	January 11, 2011	
UNISYN	3,905,461	January 11, 2011	
ESP TECHNOLOGY	3,717,657	December 1, 2009	
CONVERSION	EC009546516		
CONVERSION	EC009546599		
CONVERSION	85/046,666	May 24, 2010	
CONVERSION AND DESIGN	85/046,675	May 24, 2010	

EXHIBIT "D"

MASK WORKS

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

N/A

N/A