

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
PRN Medical Services, LLC		01/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CoBiz Bank		
Doing Business As:	DBA Colorado Business Bank		
Street Address:	821 17th Street		
Internal Address:	Attention: Josh Peters		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4006734	SYMBIUS MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	(303)672-0101		
Phone:	3036720116		
Email:	jgaddis@kkofirm.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kendall Koenig & Oelsner PC		
Address Line 1:	2060 Broadway		
Address Line 2:	Suite 200		
Address Line 4:	Boulder, COLORADO 80303		
NAME OF SUBMITTER:	John Gaddis		
Signature:	/s/ JohnGaddis		

OP \$40.00 4006734

TRADEMARK

Date:

02/06/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 31, 2012 (the "Agreement"), is made by PRN Medical Services, LLC (the "Grantor"), in favor of CoBiz Bank, a Colorado corporation dba Colorado Business Bank ("CoBiz").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among, among others, Grantor and CoBiz, CoBiz has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to the Loan Agreement, to grant a security interest in all of Grantor's assets to CoBiz, including but not limited to Grantor's General Intangibles (as defined therein), and in connection therewith the parties hereto desire to enter into this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce CoBiz to enter into the Loan Agreement and to make extensions of credit to Grantor thereunder, Grantor hereby agrees with CoBiz 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 Trademark 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 CoBiz, and grants to CoBiz, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its trademarks including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) 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 security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to CoBiz pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of CoBiz with respect to the security interest in the Trademark 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 trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 Trademark 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 Colorado.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PRN Medical Services, LLC,
as Grantor

By: 
Name: Lawrence W. Haley
Title: CEO

ACKNOWLEDGED AND AGREED
as of the date first above written:

COBIZ BANK DBA COLORADO BUSINESS BANK

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT
PRN MEDICAL SERVICES, LLC
SIGNATURE PAGE

TRADEMARK
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

PRN Medical Services, LLC,
as Grantor

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED
as of the date first above written:

COBIZ BANK DBA COLORADO BUSINESS BANK

By: 
Name: Josh Peters
Title: Vice President

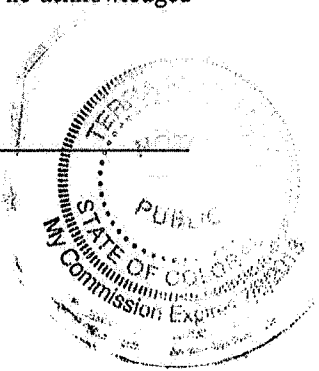
ACKNOWLEDGMENT OF GRANTOR

STATE OF Colorado)
COUNTY OF Archuleta) ss.

On this 31st day of January 2012 before me personally appeared Lawrence W. Hay, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PRN Medical Services, LLC, 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 Managing Member and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



TRADEMARK SECURITY AGREEMENT
PRN MEDICAL SERVICES, LLC
ACKNOWLEDGEMENT OF GRANTOR

TRADEMARK
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SCHEDULE 1

Symbius Medical
Registration Number: 4006734