

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Access Closure, Inc.		03/12/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	AJN Lending, LLC
Street Address:	c/o Onset Ventures
Internal Address:	2490 Sand Hill Road
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3924512	MYNX M5
Serial Number:	85110859	THE ART OF CLOSING
Serial Number:	85135054	BENGAL
Registration Number:	4027059	MYNX VASCULAR CLOSURE DEVICE WITH GRIP TECHNOLOGY
Serial Number:	85150032	MYNX WITH GRIP
Serial Number:	85150033	GRIP TECHNOLOGY
Registration Number:	3947964	ACCESSCLOSURE
Registration Number:	3432082	MYNX
Serial Number:	85280686	MYNXGRIP
Serial Number:	85154897	MYNX CADENCE

CORRESPONDENCE DATA

Fax Number: (646)728-2614

CH \$265.00 3924512

Phone: 415-315-2323
Email: trademarks@ropesgray.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Alison D. Sylvester, Ropes & Gray LLP
Address Line 1: Three Embarcadero Center
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	104468-0003
NAME OF SUBMITTER:	Alison D. Sylvester
Signature:	/Alison D. Sylvester/
Date:	03/14/2012

Total Attachments: 13

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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Amendment"), dated as of March 12, 2012, is entered into between Access Closure, Inc. ("Grantor") and AJN Lending, LLC ("Lender").

RECITALS

WHEREAS, Grantor entered into that certain Intellectual Property Security Agreement, dated as of January 10, 2012 (as amended, modified or supplemented from time to time, the "Existing IP Security Agreement"), in favor of Pinnacle Ventures, L.L.C. ("Pinnacle"), as agent for the PV Lenders (as defined below), which was filed with the United States Patent and Trademark Office on January 10, 2012 at Reel 4696 / Frame 0029 (with respect to the trademarks) and Reel 027518 / Frame 0842 (with respect to the patents);

WHEREAS, Grantor entered into a Second Amended and Restated Loan and Security Agreement, dated as of October 28, 2009 (the "PV I Loan Agreement"), with certain lenders party thereto (the "PV I Lenders"), and Pinnacle as agent for the PV I Lenders, pursuant to which the PV I Lenders made loans to Grantor;

WHEREAS, Grantor entered into a Loan and Security Agreement, dated as of November 26, 2008 (as amended pursuant to that certain Amendment No. 1 to Loan and Security Agreement, dated October 28, 2009, the "PV II Loan Agreement"), with certain lenders party thereto (the "PV II Lenders"), and Pinnacle as agent for the PV II Lenders, pursuant to which the PV II Lenders made loans to Grantor;

WHEREAS, Grantor entered into a Loan and Security Agreement, dated as of December 18, 2008 (as amended pursuant to that certain Amendment No. 1, dated as of October 28, 2009, the "PV III Loan Agreement"), and together with the PV I Loan Agreement and the PV II Loan Agreement, the "Pinnacle Loan Agreements"), with certain lenders party thereto (the "PV III Lenders"), and together with the PV I Lenders and the PV II Lenders, the "PV Lenders") and Pinnacle as agent for the PV III Lenders, pursuant to which the PV III Lenders made loans to Grantor;

WHEREAS, pursuant to that certain Assignment and Assumption, dated as of February 3, 2012, between the PV Lenders and the Lender, the Lender acquired the outstanding principal, interest and other obligations under the Pinnacle Loan Agreements (the "Pinnacle Debt") and the PV Lenders assigned to the Lender its rights and obligations under the Pinnacle Loan Agreements;

WHEREAS, Lender restructured the Pinnacle Debt and may make additional loans to Grantor, under the terms and conditions set forth in the Third Amended and Restated Loan and Security Agreement, dated as of February 3, 2012 (the "Loan Agreement"), between Grantor and Lender;

WHEREAS, Grantor, Pinnacle and Lender entered into that certain Intellectual Property Security Interest Assignment Agreement, dated as of February 3, 2012 (the "IP Security Interest Assignment"), pursuant to which Pinnacle, as agent for the PV Lenders, irrevocably transferred,

assigned, granted and conveyed to Lender all of its right, title and interest in and to the Existing IP Security Agreement, together with all attendant liens, rights, title, assignments, interests (including, without limitation, all security interests in the IP Collateral (as defined in the IP Security Interest Assignment), and filings pertaining to or arising from the Existing IP Security Agreement;

WHEREAS, Grantor and Lender wish to amend the Existing IP Security Agreement to make reference to the new Lender and the current Loan Agreement;

NOW, THEREFORE, in consideration of the foregoing Recitals contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

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

Section 2. Amendment to Existing IP Security Agreement. The Existing IP Security Agreement is hereby amended as follows:

a. Change of the terms “Agent” and “Lenders” to “Lender”. The terms “Agent” and “Lenders” are hereby deleted in their entirety and collectively replaced with the term “Lender” (which shall refer to AJN Lending, LLC) in each instance where they are used in the Existing IP Security Agreement.

b. Recital A. Recital A of the Existing IP Security Agreement is hereby amended to read in its entirety as follows:

“A. Pursuant to the Third Amended and Restated Loan and Security Agreement, dated as of February 3, 2012, by and between Grantor and Lender (the “Loan Agreement”), Lender has agreed to make certain financial accommodations to Grantor upon the terms and subject to the conditions set forth therein, and Grantor has granted to Lender a continuing security interest in all presently existing and hereafter acquired or arising Collateral, including all the present and future rights, titles, and interest that Grantor may now have or hereafter acquire in all Intellectual Property.”

c. Recital B. Recital B of the Existing IP Security Agreement is hereby deleted in its entirety.

d. Section 1. The term “Loan Agreements” as used in Section 1 of the Existing IP Security Agreement is hereby deleted in its entirety and replaced with the term “Loan Agreement”.

e. Section 3. The term “Forbearance Agreement” as used in Section 3 of the Existing IP Security Agreement is hereby deleted in its entirety and replaced with the term “Loan Agreement”.

f. Schedule 1. Schedule 1 of the Existing IP Security Agreement is hereby amended and replaced in its entirety with Schedule 1 hereto.

Section 3. Reference to and Effect Upon Existing IP Security Agreement. Each reference in the Existing IP Security Agreement to “this Intellectual Property Security Agreement,” “hereunder,” “hereof,” or words of like import shall hereafter mean and be a reference to the Existing IP Security Agreement, as amended hereby and from time to time in effect.

Section 4. Severability. To the extent any provision herein violates any applicable law, that provision shall be considered void and the balance of this Amendment shall remain unchanged and in full force and effect.

Section 5. Counterparts. This Amendment 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 Amendment 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 and Lender have executed this Amendment as of the date first set forth above.

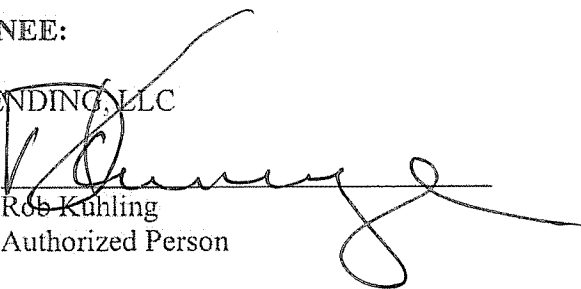
GRANTOR:

ACCESS CLOSURE, INC.

By: 
Name: Gregory D. Casciaro, Sr.
Title: President and Chief Executive Officer

ASSIGNEE:

AJN LENDING, LLC

By: 
Name: Rob Kuhling
Title: Authorized Person

IN WITNESS WHEREOF, Grantor and Lender have executed this Amendment as of the date first set forth above.

GRANTOR:

ACCESS CLOSURE, INC.

By: 

Name: Gregory D. Casciaro, Sr.

Title: President and Chief Executive Officer

ASSIGNEE:

AJN LENDING, LLC

By: _____

Name: Rob Kuhling

Title: Authorized Person

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)	8,128,654 (3/6/12) Also 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-Retraction 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	05725259.5- 2318	EP 1,727,474

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ACCESS CLOSURE, INC. PATENT SUMMARY

Cntry	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date
		Domingo Khosravi Pai	(3/8/05)	(10/14/09) Also pub. 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	Khanna Khosravi	2007- 529922	Pub. as 2008-

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ACCESS CLOSURE, INC. PATENT SUMMARY

Cntry	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date
	Vascular Puncture		(08/11/05)	511394
WO	Apparatus for Facilitating Hemostasis within a Vascular Puncture	Khanna Khosravi	PCT/US05/ 028660 (8/11/05)	WO 2006/ 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	10/982,385	Pub. as 2006/

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ACCESS CLOSURE, INC. PATENT SUMMARY

Cntry	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date
		Khosravi	(11/5/04)	0100664 (5/11/06)
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	07842381.1 (9/12/07)	Pub. as EP 2,077,765

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ACCESS CLOSURE, INC. PATENT SUMMARY

Cntry	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date
		Sershen Moreno Domingo		(7/15/09)
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	11/864,835 (9/28/07)	7,993,367 (8/9/11)

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ACCESS CLOSURE, INC. PATENT SUMMARY

Cntry	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date
		Co Domingo		Also pub. as 2009/ 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)	
US	Apparatus and Methods for Sealing A Puncture	Uchida Spizuoco To Lim	13/354,278 (1/19/12)	
WO	Apparatus and Methods for Sealing A Puncture	Uchida Spizuoco To Lim Sershen	PCT/ US 2012/ 21920 (1/19/12)	

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)	