

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEUWAVE MEDICAL, INC.		05/07/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4099855	CERTUS	
Registration Number:	4106397	NEUWAVE MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	2134524472		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2134524470		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	ATTN: Patrick Kellner		
Address Line 1:	1523 West 6th Street, Suite 44		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Los Angeles, CALIFORNIA 90014		
NAME OF SUBMITTER:	Catherine C. Fisk		
Signature:	/Catherine C. Fisk/		
Date:	05/24/2012		

OP \$65.00 4099855

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and NEUWAVE MEDICAL, INC. ("Grantor").

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 by and between Bank and Grantor dated the Effective Date (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, Patents, and Mask Works (as each term is described below) 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, 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 (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 that 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, renewals and extensions 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.

Grantor represents and warrants as of the Effective Date as follows: Exhibit A sets forth a list of all of Grantor's registered copyrights and applications for registration of copyrights; Exhibit B sets forth a list of all of Grantor's patents and patent applications; Exhibit C sets forth a list of all of Grantor's federally registered trademarks and applications for federal registration of trademarks; and Exhibit D sets forth a list of all of Grantor's registered mask works and applications for registration of mask works.

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. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together constitute one Intellectual Property Security Agreement.

The parties agree that in no event should this Intellectual Property Security Agreement be construed as an assignment of any intent to use trademark application that is in violation of Section 1060 of the Lanham Act (15 USC sec. 1060).

[Signature page follows.]


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:

NEUWAVE MEDICAL, INC.

3529 Anderson Street
Madison, Wisconsin 53704
Attn: President

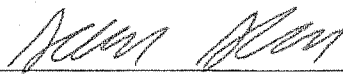
By: 
Title: President

BANK:

Address of Bank:

SILICON VALLEY BANK

1550 Utica Avenue South
St. Louis Park, MN 55416
Attn: Adam Glick

By: 
Title: RM

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Segmented Catheter Mblate 14102	7,467,015	May 10,2005
Air Core Antenna Mblate 14772	7,244,254	Aug 22, 2005
Center Fed Dipole Mblate 14399	11/728,457	March 24, 2006
Transmission Line Mblate 14398	11/728,460	March 24, 2006
Linear Array Mblate14738	11/879,072	July 14, 2006
Microwave surgical device Mblate 30089	11/440,331	May 24, 2005
Microwave tissue resection Mblate 30090	11/452,637	June 14, 2005
Intraluminal Device Mblate 30008	11/502,783	August 12, 2005
Vascular Ablation Device Mblate 30091	11/509,123	August 24, 2005
System Patent Mblate 14739	11/879,070	July 16, 2006
Daughter of System Patent Mblate 12026	13/386,497	July 28, 2009
Endobronchial Ablation Mblate 31441	61/330,800	May 24, 2010
Surgical Tool Mblate 31554	13/153,974	August 1, 2011
Microwave Device for Vascular Ablation	13/154,934	June 7, 2011
Energy Delivery Systems and Uses Thereof	13/016,204	January 28, 2011
Air-Core Microwave Ablation Antennas	11/879,278	July 17, 2007
Cannula Cooling and Positioning Device	11/237,430	September 28, 2005
Energy Delivery System and Uses Thereof	11/728,428	March 26, 2007
Triaxial Line with Heat Transfer Ability	13/310,022	December 2, 2011

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
Certus	4,099,855	Feb 14, 2012
NeuWave Medical	4,106,397	Feb 28, 2012

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

4845-8212-1999.1