

FORM PTO-1594
COMMERCE
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)

RECORDATION FORM COVER SHEET

United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Arkal Medical, Inc.
46575 Fremont Blvd.
Fremont, CA 94538

- Individual(s)
- General Partnership
- Corporation-State: DE
- Other
- Association
- Limited Partnership

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): June 5, 2012

- Assignment
- Security Agreement
- Other :
- Merger
- Change of Name

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: Silicon Valley Bank

Internal Address:

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA

Zip: 95054

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship : United States, CA
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

85009431 85402894

85018731 85402890

85020535 85486088

B. Trademark Registration No.(s)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: UCC Direct Services

Internal Address: Attn: 14080632

Street Address: 187 Wolf Road, Suite 101

City: Albany State: NY ZIP: 12205

Phone Number: 1-800-342-3676 X 4065

Fax Number: 1-800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 185.00


- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1640
Expiration Date 10/13

b. Deposit Account Number
Authorized User Name

9. Signature


Signature
Joseph J. Borgman
Name of Person Signifying

6/7/12
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 8500943

INTELLECTUAL PROPERTY SECURITY AGREEMENT

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

RECITALS

A. Bank has made certain advances of money and 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). Under the Loan Agreement, Grantor has granted to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works 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 its obligations under the Loan Agreement, 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 (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

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.

Address of Grantor:

46575 Fremont Blvd.
Fremont, CA 94538
Attn: _____

Address of Bank:


2400 Hanover Street
Palo Alto, California 94304
Attn: Bellet Etienne

GRANTOR:

ARKAL MEDICAL, INC.

By: _____

Title: _____


PRESIDENT & CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

ARKAL MEDICAL, INC.

Address of Grantor:

46576 Fremont Blvd.
Fremont, CA 94538
Attn: _____

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304
Attn: Bellet Eliasnia

By: Bellet Eliasnia

Title: Advisor III

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

TITLE AND COUNTRY	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE
DEVICES, SYSTEMS, METHODS AND TOOLS FOR CONTINUOUS GLUCOSE MONITORING (US)	11/277,791	3/28/2008		
DEVICES, SYSTEMS, METHODS AND TOOLS FOR CONTINUOUS GLUCOSE MONITORING (US)	12/644,710	7/27/2010	7,648,382	5/24/2011
DEVICES, SYSTEMS, METHODS AND TOOLS FOR CONTINUOUS GLUCOSE MONITORING (US)	12/276,145	11/20/2008		
DEVICES, SYSTEMS, METHODS AND TOOLS FOR CONTINUOUS ANALYTE MONITORING (US)	12/545,008	8/20/2009		
DEVICES, SYSTEMS, METHODS AND TOOLS FOR CONTINUOUS GLUCOSE MONITORING (CA)	2,602,259	3/28/2006		
DEVICES, SYSTEMS, METHODS AND TOOLS FOR CONTINUOUS ANALYTE MONITORING (CA)	2,743,572	8/18/2009		
DEVICES, SYSTEMS, METHODS AND TOOLS FOR CONTINUOUS GLUCOSE MONITORING (EP)	06748841.1	3/28/2006		
DEVICES, SYSTEMS, METHODS AND TOOLS FOR CONTINUOUS ANALYTE MONITORING (EP)	08827916.5	8/19/2009		
DEVICES, SYSTEMS, METHODS AND TOOLS FOR CONTINUOUS ANALYTE MONITORING (JP)	2011-537444	8/19/2008		
DEVICES, SYSTEMS, METHODS AND TOOLS FOR CONTINUOUS GLUCOSE MONITORING (CA)	2,670,020	12/20/2007		
DEVICES, SYSTEMS, METHODS AND TOOLS FOR CONTINUOUS GLUCOSE MONITORING (EP)	07885839.8	12/20/2007		
CONTINUOUS ANALYTE MONITOR WITH MULTI-POINT SELF-CALIBRATION (US)	11/725,624	3/19/2007		
MICRONEEDLE ARRAY WITH DIVERSE NEEDLE CONFIGURATIONS (US)	11/871,606	10/12/2007		
MICRONEEDLE ARRAY WITH DIVERSE NEEDLE CONFIGURATIONS (CA)	2,700,558	10/10/2008		
MICRONEEDLE ARRAY WITH DIVERSE NEEDLE CONFIGURATIONS (EP)	08837714.8	10/10/2008		
SENSING FLUID CONCENTRATION FOR CONTINUOUS GLUCOSE MONITORING (US)	12/885,224	1/5/2011		
SENSING FLUID CONCENTRATION FOR CONTINUOUS GLUCOSE MONITORING (EP)	12/180198.5	1/4/2012		
FLUX ENHANCEMENT IN CONTINUOUS GLUCOSE MONITORING (US)	12/885,229	1/5/2011		
PUMP ARRANGEMENT IN CONTINUOUS ANALYTE MONITORING (US)	12/885,234	1/5/2011		

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. #</u>	<u>File Date</u>
US	ARKAL	Allowed	85/009,431	08-Apr-2010
US	ARKAL MEDICAL (Stylized & Design)	Allowed	85/018,731	20-Apr-2010
US	ARKAL MEDICAL (Stylized & Design - Human Figure)	Allowed	85/020,535	22-Apr-2010
US	LOTUS G-POD	Allowed	85/402,894	19-Aug-2011
US	G-POD	Allowed	85/402,890	19-Aug-2011
US	MICROTIP	Filed	85/486,088	02-Dec-2011

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date