

06-19-2003

FORM PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 05/31/2002)

RECORDATION FC
TRADEM



102478350

DEPARTMENT OF COMMERCE
Patent and Trademark Office

6-16-03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Cardiovention, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **05/14/2003**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State-Delaware
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)	B. Trademark No.(s)
78/237,700 76/329,991	2,655,033
76/464,135 76/387,534	
76/354,769	
76/463,418	
76/469,036	

Additional numbers attached? Yes No

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

06/18/2003 6TON11 00000104 78237700

01 FC-8521 40.00 00
02 FC-8522 175.00 00

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maribel Arteaga 06/09/2003
Name of Person Signing Signature Date

iii/ii/cumm Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002758 FRAME: 0241

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of May 14, 2003, by and between Cardiovention, Inc. ("Borrower"), and Silicon Valley Bank, a California banking corporation ("Bank").

RECITALS

A. Bank has made a loan or loans to Borrower as described in the Second Amended and Restated Loan and Security Agreement dated April 16, 2001 (the "Loan Agreement"). Borrower has requested that Bank consent to a 4 months Interest only period on outstanding Obligations and Bank has agreed, provided that Borrower grants Bank a security interest in Patents, Trademarks, Copyrights and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

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 Borrower's Indebtedness under the Loan Agreement, Borrower 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 Borrower's present or future Indebtedness, obligations and liabilities to Bank, Borrower hereby grants a security interest in all of Borrower'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 Borrower 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 Borrower 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; and (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.

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

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

(a) Borrower is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Borrower 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 Agreement to which Borrower is bound, except to the extent that certain 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, Borrower will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Borrower in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the 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) Borrower shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Borrower in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Borrower shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use commercially reasonable 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 to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Borrower determines that reasonable business practices suggest that abandonment is appropriate.

(g) Borrower 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 Borrower first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and 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 upon making the filings referred to in clause (2) above;

(i) To its knowledge no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Borrower of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Borrower in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

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

(k) Borrower shall not enter into any agreement that would materially impair or conflict with Borrower's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld.

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

4. 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) Borrower breaches any warranty or agreement made by Borrower in this IP Agreement.

5. 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 California Uniform Commercial Code, including without limitation the right to require Borrower 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 non-exclusive, 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. Borrower 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. In addition to the foregoing, Bank shall have all rights and remedies under this IP agreement that it has under the Loan Agreement, including, without limitation, rights as attorney in fact to establish or continue Bank's security interest in the IP Collateral or the Collateral.

6. Termination. The security interest in the Intellectual Property Collateral created by this IP Agreement shall terminate and be of no further force and effect on November 1, 2003, and Bank and Borrower agree to take all necessary actions to terminate such security interest as of such date, including without limitation amending any financing statements with respect thereto.

7. 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.

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

9. 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.

10. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Borrower and Bank consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

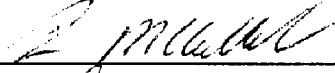
IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Borrower:

3045 Stender Way
Santa Clara, CA 95054

BORROWER:

CARDIOVENTION, INC.

By: 

Name: R. McCulloch

Title: CFO

5/30/03

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
------------------------------	----------------------------	-------------------------

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
------------------------------	---------------------------	-----------------------	-----------------	--

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM BORROWER</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF BORROWER (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM BORROWER</u>
------------------------------	-------------------------	-----------------------------------	--	--

EXHIBIT "B"

PATENTS

I. Issued Patents

<u>TITLE</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
Integrated Blood Oxygenator and Pump System Having Active Blood Oxygenator	CVN-001	United States	6,387,323	05/14/02
Perfusion Catheter Providing Segmented Flow Regions and Methods of Use	CVN-002	United States	6,083,198	07/04/00
Perfusion Catheter System Having Sutureless Arteriotomy Seal and Methods	CVN-004	United States	6,210,365	04/03/01
Integrated Blood Oxygenator and Pump System Having Means for ...	CVN-005A	United States	6,379,618	04/30/02
Integrated Blood Oxygenator and Pump System Having Means for ...	CVN-005B	United States	6,224,829	05/01/01
Integrated Blood Oxygenator and Pump System Having Means for ...	CVN-005C	United States	6,368,557	04/09/02
Integrated Blood Oxygenator and Pump System Having Means for ...	CVN-005 CIP	United States	6,503,450	01/07/03
<u>TITLE</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>

Blood Pump as Centrifugal Pump	CVN-008	United States	5,746,575	05/05/98
Blood Pump as Centrifugal Pump	CVN-008 CON	United States	5,863,179	01/26/99
Blood Pump as Centrifugal Pump	CVN-008	Europe	0707500	03/25/98
Blood Pump as Centrifugal Pump	CVN-008	France	0707500	03/25/98
Blood Pump as Centrifugal Pump	CVN-008	Great Britain	0707500	03/25/98
Blood Pump as Centrifugal Pump	CVN-008	Germany	0707500	03/25/98
Blood Pump as Centrifugal Pump	CVN-008	Ireland	0707500	03/25/98
Blood Pump as Centrifugal Pump	CVN-008	Italy	0707500	03/25/98
Blood Pump as Centrifugal Pump	CVN-008	Spain	0707500	03/25/98
Integrated Extracorporeal Blood Oxygenator, Pump and Heat Exchanger System	CVN-009	United States	6,428,747	08/06/02
Integrated Blood Pump and Oxygenator System Having Extended Blood Flow Path	CVN-010	United States	6,454,999	09/24/02

II. Pending Applications

<u>TITLE</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
Perfusion Catheter Providing Segmented Flow Regions and Methods of Use	CVN-002	Europe	99931903.1	06/24/99
Perfusion Catheter System Having Sutureless Arteriotomy Seal and Methods	CVN-004	Canada	2340425	08/13/99
Perfusion Catheter System Having Sutureless Arteriotomy Seal and Methods	CVN-004	Europe	999421928	08/13/99
Perfusion Catheter System Having Sutureless Arteriotomy Seal and Methods	CVN-004	Japan	2000-564533	08/13/99
Integrated Blood Oxygenator and Pump System Having Means for ...	CVN-005	Canada	2358053	12/30/99
Integrated Blood Oxygenator and Pump System Having Means for ...	CVN-005	Europe	99967749.5	12/30/99
Integrated Blood Oxygenator and Pump System Having Means for ...	CVN-005	Japan	2000-590760	12/30/99
Integrated Extracorporeal Blood Oxygenator, Pump and Heat Exchanger System	CVN-009	Canada	2363555	12/30/99
Integrated Extracorporeal Blood-Oxygenator Pump and Heat Exchanger System	CVN-009	Europe	99968200.8	12/30/99
Integrated Extracorporeal Blood Oxygenator, Pump and Heat Exchanger System	CVN-009	Japan	2000-590762	12/30/99

<u>TITLE</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
Integrated Blood Pump and Oxygenator System Having Extended Blood Flow Path	CVN-010	Canada	2358066	12/30/99
Integrated Blood Pump and Oxygenator System Having Extended Blood Flow Path	CVN-010	Europe	99967767.7	12/30/99
Integrated Blood Pump and Oxygenator System Having Extended Blood Flow Path	CVN-010	Japan	2000-590761	12/30/99
Integrated Blood Handling System Having Active Gas Removal System and Methods of Use	CVN-011	United States	09/780,923	02/09/01
Blood Filter Having a Sensor for Active Gas Removal and Methods of Use	CVN-011 CIP PCT	United States	PCT/US02/037 50	02/08/02
Integrated Blood Handling System Having Improved Pump	CVN-011 CIP2	United States	10/117,964	04/05/02
Improved Tubing Set for Blood Handling System	CVN-013	United States	10/134,138	04/25/02
Extracorporeal Blood Handling System with Automatic Flow Control and Methods of Use	CVN-017	United States	10/392,441	03/17/03
Extracorporeal Blood Handling System with Futegrated Heat Exchanger	CVN-018	United States	TBD	05/09/03

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
AFC	United States	78/237,700	N/A	Pending
AIRVAC	Australia	Awaiting from counsel	N/A/	Pending
AIRVAC	Canada	Awaiting from counsel	N/A	Pending
AIRVAC	European Community	Awaiting from counsel	N/A	Pending
AIRVAC	Japan	Awaiting from counsel	N/A	Pending
AIRVAC	Switzerland	Awaiting from counsel	N/A	Pending
AIRVAC	United States	76/464,135	N/A	Pending
CORX	United States	76/279,643	2,655,033	Registered
CORX IOS	United States	76/354,769	N/A	Pending
CORXRING	United States	76/463,418	N/A	Closed
OMNICORX	Australia	Awaiting from counsel	N/A	Pending
OMNICORX	Canada	Awaiting from counsel	N/A	Pending
OMNICORX	European Community	Awaiting from counsel	N/A	Pending
OMNICORX	Japan	Awaiting from counsel	N/A	Pending
OMNICORX	Switzerland	Awaiting from counsel	N/A	Pending
OMNICORX	United States	76/469,036	N/A	Pending
OMNICORX	United States	76/329,991	N/A	Closed
POWERDRIVE	United States	76/387,534	N/A	Published

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated May 14, 2003.

EXHIBIT "D"

MASK WORK

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
----------------------------------	----------------	-------------------	----------------	---------------