

01-13-2005

Form PTO-1594 (Rev. 03/01) **Jan 11, 05** RI  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼

102921503

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

1. Name of conveying party(ies):

Vascular Architects, Inc.

- Individual(s)
- General Partnership
- Corporation-State **DE**
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 8/25/04

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing IV, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 2010 No. First St., Ste 310

City: San Jose State: CA Zip: 95131

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State MD
- Other \_\_\_\_\_

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)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s) \_\_\_\_\_  
78/172,339

B. Trademark Registration No.(s) 2,409,341;  
2,748,116; 1,952,810; 2,530,746;

Additional number(s) attached  Yes  No 2,667,412

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

Name: Russell D. Pollock, Esq.

Internal Address: \_\_\_\_\_

Street Address: Greene Radovsky Maloney & Share LLP  
Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: \_\_\_\_\_

**6**

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Jeffrey T. Klugman

Name of Person Signing

Signature

12/28/04

Date

Total number of pages including cover sheet, attachments, and document: **11**

01/12/2005 ECOOPER 00000087 78172339

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

01 FC:8521  
02 FC:8522

40.00 OP  
125.00 OP

0000141341  
01/12/2005 ECOOPER

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TRADEMARK  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of August 25, 2004, by and between VASCULAR ARCHITECTS, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC., a Maryland corporation ("Secured Party").

### RECITALS

A. Pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement") between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all claims for damages by way of past, present and future infringement 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) 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. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for (i) non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement; and (ii) exclusive licenses to a licensee in or for a foreign territory or for a specific field of use, in each case for fair consideration as determined in good faith by Borrower's Board of Directors;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made in writing that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts as determined by Grantor in its sole discretion to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless reasonably determined by Grantor; and

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such

other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of Grantor's receipt of notice of such breach from Secured Party.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This 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.

*Remainder of this page intentionally left blank; signature page follows*

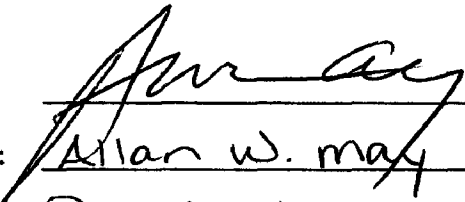
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

1830 Bering Drive  
San Jose, CA 95112  
Attn: Allan W. May

VASCULAR ARCHITECTS, INC.

By:   
Name: Allan W. May  
Its: President

SECURED PARTY:

Address of Secured Party:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

VENTURE LENDING & LEASING IV, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

GRANTOR:

Address of Grantor:

VASCULAR ARCHITECTS, INC.

1830 Bering Drive  
San Jose, CA 95112

Attn: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131

Attn: Chief Financial Officer

By:  \_\_\_\_\_

Name: Ronald W. Swenson

Its: Chief Executive Officer

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Granted Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
Assembly for Treating Blood Vessels & a Method Therefor	5,879,380 (United States)	09-Mar-1999
INSTRUMENT FOR LOOSENING & CUTTING THROUGH THE INTIMA OF A BLOOD VESSEL & A METHOD THEREFOR	5,843,102 (United States)	01-Dec-1998
Remote Endarterectomy Ring Stripper	6,328,749 (United States)	11-Dec-2001
CATHETER WITH CONTROLLED RELEASE ENDOLUMINAL PROSTHESIS	6,248,122 (United States)	19-Jun-2001
Catheter Assembly with Controlled Release Endoluminal Prosthesis & Method for Placing	6,238,430 (United States)	29-May-2001
EXPANDABLE COILED ENDOLUMINAL PROSTHESIS	6,645,237 (United States)	11-Nov-2003
ENDOLUMINAL PROSTHESIS PLACING METHOD	6,488,700 (United States)	03-Dec-2002
EXPANDABLE COIL ENDOLUMINAL PROSTHESIS	6,660,032 (United States)	09-Dec-2003
Medical Irradiation Assembly & Method	6,368,266 (United States)	09-Apr-2002
ENDOLUMINAL PROSTHESIS AND TISSUE SEPARATION CONDITION TREATMENT METHOD	6,572,648 (United States)	03-Jun-2003
AV FISTULA AND FUNCTION ENHANCING METHODS	6,585,760 (United States)	01-Jul-2003
ENDOPROSTHESIS DELIVERY CATHETER ASSEMBLY AND METHOD	6,572,643 (United States)	03-Jun-2003
APPARATUS AND METHOD FOR CROSSING A POSITION ALONG A TUBULAR BODY STRUCTURE	6,506,178 (United States)	14-Jan-2003
PLACEMENT CATHETER ASSEMBLY	6,562,064 (United States)	13-May-2003
ASSEMBLY FOR TREATING BLOOD VESSELS AND A METHOD THEREFORE	0804128 (Belgium)	13-Feb-2002



ASSEMBLY FOR TREATING BLOOD VESSELS AND A METHOD THEREFORE	0804128 (European Patent Convention)	13-Feb-2002
ASSEMBLY FOR TREATING BLOOD VESSELS AND A METHOD THEREFORE	0804128 (France)	13-Feb-2002
ASSEMBLY FOR TREATING BLOOD VESSELS AND A METHOD THEREFORE	Germany, Federal Republic of	13-Feb-2002
ASSEMBLY FOR TREATING BLOOD VESSELS AND A METHOD THEREFORE	0804128 (Ireland)	13-Feb-2002
ASSEMBLY FOR TREATING BLOOD VESSELS AND A METHOD THEREFORE	0804128 (Italy)	13-Feb-2002
ASSEMBLY FOR TREATING BLOOD VESSELS AND A METHOD THEREFORE	0804128 (Netherlands)	13-Feb-2002
ASSEMBLY FOR TREATING BLOOD VESSELS AND A METHOD THEREFORE	ES 2169159 (Spain)	13-Feb-2002
ASSEMBLY FOR TREATING BLOOD VESSELS AND A METHOD THEREFORE	0804128 (United Kingdom)	13-Feb-2002
INSTRUMENT FOR LOOSENING & CUTTING THROUGH THE INTIMA OF A BLOOD VESSEL & A METHOD THEREFOR	0725599 (European Patent Convention)	05-Sep-2001
INSTRUMENT FOR LOOSENING & CUTTING THROUGH THE INTIMA OF A BLOOD VESSEL & A METHOD THEREFOR	0725599 (France)	05-Sep-2001
INSTRUMENT FOR LOOSENING & CUTTING THROUGH THE INTIMA OF A BLOOD VESSEL & A METHOD THEREFOR	0725599 (Germany, Federal Republic of)	05-Sep-2001
INSTRUMENT FOR LOOSENING & CUTTING THROUGH THE INTIMA OF A BLOOD VESSEL & A METHOD THEREFOR	0725599 (Netherlands)	05-Sep-2001
INSTRUMENT FOR LOOSENING & CUTTING THROUGH THE INTIMA OF A BLOOD VESSEL & A METHOD THEREFOR	3565558 (Japan)	18-Jun-2004
CATHETER ASSEMBLY WITH ENDOLUMINAL PROSTHESIS AND	758027 (Australia)	26-Jun-2003

**METHOD FOR PLACING**

Endoluminal Prosthesis and Tissue Separation Condition Treatment Method 753962 (Australia) 31-Oct-2002

AV FISTULA AND FUNCTION ENHANCING METHOD 755374 (Australia) 12-Dec-2002

**Pending Patents**

Assembly for Treating Blood Vessels & a Method Therefor 09/691,817 (United States) 18-Oct-2000

EXPANDABLE COIL ENDOLUMINAL PROSTHESIS 10/731,737 (United States) 09-Dec-2003

ENDOLUMINAL PROSTHESIS AND TISSUE SEPARATION CONDITION TREATMENT METHOD 10/308,574 (United States) 03-Dec-2002

COVERED, COILED DRUG DELIVERY STENT AND METHOD 09/740,597 (United States) 19-Dec-2000

BIOLOGICALLY ACTIVE AGENT DELIVERY APPARATUS AND METHOD 09/910,703 (United States) 20-Jul-2001

FUNCTION-ENHANCED THROMBOLYTIC AV FISTULA AND METHOD 10/180,564 (United States) 26-Jun-2002

ASSEMBLY FOR TREATING BLOOD VESSELS AND A METHOD THEREFOR 511645/1996 (Japan) 04-Oct-1995

CATHETER ASSEMBLY WITH ENDOLUMINAL PROSTHESIS AND METHOD FOR PLACING 00913682.1 (European Patent Convention) 28-Feb-2000

CATHETER ASSEMBLY WITH ENDOLUMINAL PROSTHESIS AND METHOD FOR PLACING 2000-600587 (Japan) 28-Feb-2000

CATHETER ASSEMBLY WITH ENDOLUMINAL PROSTHESIS AND METHOD FOR PLACING 2,359,507 (Canada) 28-Feb-2000

BIOLOGICALLY ACTIVE AGENT DELIVERY APPARATUS AND METHOD 01991324.3 (European Patent Convention) 18-Dec-2001

BIOLOGICALLY ACTIVE AGENT DELIVERY APPARATUS AND METHOD 2002-550890 (Japan) 18-Dec-2001

## EXHIBIT C

## Trademarks

<u>Mark</u> <u>Serial Number</u> <u>Registration Number</u>	<u>Country</u>	<u>Status</u>
<b>VASCULAR ARCHITECTS</b> Serial No: 75/612,967 Reg. No: 2,409,341	United States	Registered  App Date: 12/29/1998 Reg Date: 11/28/2000
<b>VASCULAR ARCHITECTS</b> Serial No: 002265171 Reg. No: 2265171	Europe *	Registered  App Date: 6/14/2001 Reg Date: 9/9/2002
<b>FORESEER</b> Serial No: 76/055,230 Reg. No:	United States	Abandoned  App Date: 5/24/2000 Abandoned 7/30/2001
<b>PERISCOPE</b> Serial No: 76/258,843 Reg. No: 2,748,116	United States	Registered  App Date: 5/16/2001 Reg Date: 8/5/2003
<b>MOLLRING CUTTER</b> Serial No: 74/608,298 Reg. No: 1,952,810	United States	Registered  App Date: 12/7/1994 Reg Date: 1/30/1996
<b>VASCULAR ARCHITECTS ASPIRE</b> Serial No: 76/055,231 Reg. No: 2,530,746	United States	Registered  App Date: 5/24/2000 Reg Date: 1/15/2002
<b>CONTROLLED EXPANSION</b> Serial No: 76/307,019 Reg. No: 2,667,412	United States	Registered  App Date: 8/29/2001 Reg Date: 12/24/2002
<b>STAGING REVASCULARIZATION</b> Serial No: 76/307,018 Reg. No:	United States	Abandoned  App Date: 8/29/2001 Abandoned 8/28/2002
<b>MED-ASPIRE</b> Serial No: 78/172,339 Reg. No:	United States	Filed Allowed 3/2/2004 App Date: 10/8/2002