

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARDIODYNAMICS INTERNATIONAL CORPORATION		08/04/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 E. Trimble Road
Internal Address:	MC 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Michigan Banking Corporation:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2598941	BIOZTECT
Registration Number:	2324026	Z CARE
Registration Number:	2435659	Z MARC
Registration Number:	2419598	BIOZ.SIM
Registration Number:	2327215	BIOZ.COM
Registration Number:	2547569	DISQ
Registration Number:	2238595	BIOZ
Serial Number:	78889608	BIOZ ADVASENSE
Registration Number:	3082235	BIOZ DX
Serial Number:	78598553	CARDIODYNAMICS

CORRESPONDENCE DATA

Fax Number: (858)550-6420

CH \$265.00 2598941

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley Godward Kronish LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1181 CARDIODYNAMIC
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	02/02/2007

Total Attachments: 5

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THIRD AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Third Amended and Restated Intellectual Property Security Agreement is entered into as of August 4, 2006 by and between COMERICA BANK ("Bank") and CARDIODYNAMICS INTERNATIONAL CORPORATION, a California corporation ("Grantor").

RECITALS

A. Bank 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 that certain Third Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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 and Patents 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.

C. Bank and Grantor have previously entered into that certain Second Amended and Restated Intellectual Property Security Agreement dated as of March 22, 2004 (the "Original Agreement") Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

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:

6175 Nancy Ridge Road
San Diego, CA 92121

Attn: Chief Executive Officer

CARDIODYNAMICS INTERNATIONAL
CORPORATION

By:  _____

Title: CFO

BANK:

Address of Bank:

75 E. Trimble Road, M/C 4770
San Jose, CA 95131

Attn: Manager

COMERICA BANK

By:  _____

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Bioztect sensor package	VAu-594-348	09/29/03
Heart failure & hypertension IC5 treatment algorithms	VA-1-204-887	06/23/03

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Apparatus and method for determining cardiac output in a living subject	6,602,201	08/05/03
Electrode for use on a living subject with removable protective electrode carrier	D475,138	05/27/03
Method and apparatus for hemodynamic assessment including fiducial point detection	6,561,986	05/13/03
Electrode for use on a living subject	D471,281	03/04/03
Electrode for use on a living subject	D468,433	02/07/03
System for therapeutic management of hemodynamic state of patient	5,103,828	04/14/92
Esophageal electrode array for electrical bioimpedance measurement	4,836,214	06/06/89
Diastolic clamp for bioimpedance measuring device	4,870,578	09/26/89
Apparatus and method for determining cardiac output in a living subject	6,636,754	10/11/03
Apparatus and method for determining cardiac output in a living subject	10/616,126	07/08/03
Method and apparatus for Waveform Assessment	7,043,293	05/09/06
Method and apparatus for Conducting Electrical Current	11,343,839	01/31/06
Apparatus and method for defibrillation in a living subject	10/393,544	03/19/03
Physiologic stimulator tuning apparatus and method	10/453,820	06/02/03
Electrical connector apparatus and methods	10/995,610	11/22/04
Method and apparatus for signal assessment including event rejection	10/995,920	11/22/04

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Bioztect	2,598,941	07/23/02
Z care	2,324,026	02/29/00
Z marc	2,435,659	03/13/01
Bioz.sim	2,419,598	01/09/01
Bioz.com	2,327,215	03/07/00
Disq	2,547,569	03/12/02
Bioz	2,238,595	04/13/99
Bioz Advasense	78/889,608	05/22/06
Bioz DX	3,082,235	04/18/06
Cardiodynamics	78/598,553	03/30/05