

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
SEQUAL TECHNOLOGIES INC.		05/21/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2036142	SEQUAL	
Registration Number:	3190106	ECLIPSE	
Registration Number:	2494816	INTEGRA	
Registration Number:	1896893	ATF	
Serial Number:	78861034	AXIOM	
Serial Number:	78786851	REGALIA	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-3697		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Anne E. Yates		
Address Line 1:	600 Peachtree Street, N.E.		
Address Line 2:	Troutman Sanders LLP - Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		

OP \$165.00 2036142

ATTORNEY DOCKET NUMBER:	220763.756
NAME OF SUBMITTER:	Anne E. Yates
Signature:	/aey/
Date:	06/05/2007
Total Attachments: 7 source=Sequal I.P. Security Agreement#page1.tif source=Sequal I.P. Security Agreement#page2.tif source=Sequal I.P. Security Agreement#page3.tif source=Sequal I.P. Security Agreement#page4.tif source=Sequal I.P. Security Agreement#page5.tif source=Sequal I.P. Security Agreement#page6.tif source=Sequal I.P. Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 21, 2007 by and between SILICON VALLEY BANK ("Bank") and SEQUAL TECHNOLOGIES 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 of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not defined in this Agreement shall have the meanings given to them 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.

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 collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) (the "Intellectual Property Collateral"), 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.

As used herein, the following terms shall have the following meanings:

"Copyrights" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

"Patents" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

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“Trademarks” are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Grantor connected with the trademarks.

[Signature pages 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.

Address of Grantor:

11436 Sorrento Valley Road
San Diego, California 94121

Attn: Kevin C. Morse

GRANTOR:

SEQUAL TECHNOLOGIES INC.

By: 

Title: CFO

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054

Attn: Ben Fargo

BANK:

SILICON VALLEY BANK

By: 

Title: VP/Relationship Manager

[Signature Page]

TYSON01 321085v2 220763-000756

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REEL: 003554 FRAME: 0312

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None	N/A	N/A



SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FLUID FLOW SWITCHING VALVE ASSEMBLY AND SYSTEM	4925464	05/15/1990
FLUID FRACTIONATOR	5112367	05/12/1992
OXYGEN CONCENTRATOR SYSTEM AND VALVE STRUCTURE	5114441	05/19/1992
FLUID FRACTIONATOR	5268021	12/07/1993
FLUID FRACTIONATOR	5366541	11/22/1994
FLUID FRACTIONATOR	5593478	01/14/1997
IMPROVED FLUID FRACTIONATOR	5730778	03/24/1998
PROCESS AND APPARATUS FOR GAS SEPARATION	5807423	09/15/1998
PROCESS AND APPRATUS FOR GAS SEPARATION	5814130	09/29/1998
PROCESS AND APPARATUS FOR GAS SEPERATION	5814131	09/29/1998
PROCESS AND APPARATUS FOR GAS SEPARATION	5820656	10/13/1998
PROCESS AND APPARATUS FOR GAS SEPARATION	5891217	04/06/1999
METHODS AND APPARATUS TO GENERATE LIQUID AMBULATORY OXYGEN FROM AN OXYGEN CONCENTRATOR	5979440	11/09/1999
APPARATUS AND METHOD FOR INSPECTING PREDETERMINED REGION ON SURFACE OF SPECIMEN USING ELECTRON BEAM	6184526	02/06/2001
ROTARY VALVE ASSEMBLY FOR PRESSURE SWING ADSORPTION SYSTEM	6311719	11/06/2001
ROTARY VALVE ASSEMBLY FOR PRESSURE SWING ADSORPTION SYSTEM	6457485	10/01/2002
VACUUM-PRESSURE SWING ABSORPTION FRACTIONATOR AND METHOD OF USING THE SAME	6471744	10/29/2002
PORTABLE OXYGEN CONCENTRATION SYSTEM AND METHOD OF USING THE SAME	6629525	10/07/2003
METHODS AND APPARATUS TO GENERATE LIQUID AMBULATORY OXYGEN FROM AN OXYGEN CONCENTRATOR	6651653	11/25/2003
PORTABLE OXYGEN CONCENTRATION SYSTEM AND METHOD OF USING THE SAME	6651658	11/25/2003
METHODS AND APPARATUS TO GENERATE LIQUID AMBULATORY OXYGEN FROM AN OXYGEN	6681764	01/27/2004

Schedule B

TYSON01 321085v2 220763-000756

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REEL: 003554 FRAME: 0314

CONCENTRATOR

PORTABLE OXYGEN CONCENTRATION SYSTEM AND METHOD OF USING THE SAME	6691702	02/17/2004
METHODS AND APPARATUS TO GENERATE LIQUID AMBULATORY OXYGEN FROM AN OXYGEN CONCENTRATOR	6698423	03/02/2004
ROTARY VALVE ASSEMBLY FOR PRESSURE SWING ADSORPTION SYSTEM	6712087	03/30/2004
FLUID FRACTIONATOR	RE35099	11/28/1995
NEEDLE VALVE FOR FLOW CONTROL	7025329	04/11/2006

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SEQUAL (registered)	2036142	02/04/1997
ECLIPSE (registered)	3190106	12/26/2006
NU.ER.T. (registered)	3066116	03/07/2006
INTEGRA (registered)	2494816	10/02/2001
ATF (renewed)	1896893	05/30/1995
AXIOM (allowed)	78/861034	04/13/2006
REGALIA (allowed)	78/786851	01/06/2006
SEQUAL (canceled)	1760176	03/23/1993

Schedule C

TYSON01 321085v2 220763-000756

RECORDED: 06/05/2007

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