

09-10-2007

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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



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9-5-07

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):

MYOCOR, INC.

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 8/20/07

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Venture Lending & Leasing IV, Inc.

Internal

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

Street Address: 2010 North First Street

City: San Jose

State: California

Country: US Zip: 95131

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Maryland

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)  
77/013,459;

B. Trademark Registration No.(s)  
2,623,797; 2,617,242; 2,485,474; 2,658,229; 2,641,935

Additional sheet(s) attached?  Yes  No

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

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

Name: Russell D. Pollock, Esq.

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

Street Address: Four Embarcadero Center, Suite 4000

City: San Francisco

State: California Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

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

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

09/07/2007 BYRNE 00000002 77012451

Signature

8/27/07

Date

Jeffrey T. Klugman

125. Name of Person Signing

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

17

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

TRADEMARK  
REEL: 003619 FRAME: 0117

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of August ~~20~~ 2007, by and between MYOCOR, 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 and Supplement thereto, both dated as of January 19, 2007 (the "Loan Agreement") and the "Supplement," respectively) 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. Pursuant to Section 4(b) of Part 2 of the Supplement, Grantor agreed to execute and deliver this Agreement upon the occurrence or non-occurrence of certain events and conditions described therein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. 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 to Secured Party 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 Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens, without the prior written consent of Secured Party, which consent shall not be unreasonably withheld;

(c) To its knowledge, no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made 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 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 without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(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, in each of case (i) and (ii) of this Section 2(f), 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 pursuant to Section 2(d) above; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances, restrictions and Permitted Liens, 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 deems necessary or advisable solely (i) to modify Exhibits A, B and C, hereof, as appropriate, of this Agreement without first obtaining Grantor's approval of or signature to such modification 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) only after the occurrence and during the continuance of an Event of Default, subject to Section 6 of Part 2 of the Supplement, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

(c) Secured Party agrees that it shall release its Lien on the Collateral (as such term is defined herein) on the terms and conditions set forth in the Supplement and to execute and deliver, at Grantor's sole cost and expense, all documents and instruments necessary to effectuate such release.

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 the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments to Exhibits A, B, and C as 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*

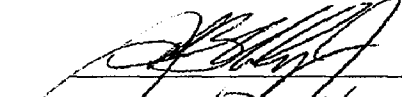
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

13300 67th Avenue North  
Maple Grove, MN 55311  
Attn: Chief Financial Officer

MYOCOR, INC.

By:   
Name: JAMES B. HICKEY, JR.  
Its: PRESIDENT & CEO

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:

MYOCOR, INC.

13300 67th Avenue North  
Maple Grove, MN 55311  
Attn: Chief Financial Officer

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

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

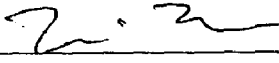
Its: \_\_\_\_\_

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: Brian R. Best

Its: Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date



EXHIBIT B

Patents

<u>Title/Attorney Docket No.</u>	<u>Patent/Application Number</u>	<u>Issue/Filing Date</u>
Heart Wall Tension Reduction Apparatus (07528.0002-00000)	<del>U.S. Patent No. 6,050,936</del>	Issued April 18, 2000
Heart Wall Tension Reduction Apparatus and Method (07528.0002-00131)	Canadian Patent No. 2275766	Issued April 17, 2007
Heart Wall Tension Reduction Apparatus and Method (07528.0002-00155)	European Appln. No. 97954289.1	Filed July 7, 1999
Heart Wall Tension Reduction Apparatus and Method (07528.0002-00186)	Israeli Patent No. 130653	Issued September 2, 2004
Heart Wall Tension Reduction Apparatus and Method (07528.0002-00195)	Japanese Appln. No. 10-530292	Filed December 31, 1997
Heart Wall Tension Reduction Apparatus and Method (07528.0002-00304)	Appln. No. PCT/US97/24116	Filed December 31, 1997
Heart Wall Tension Reduction Apparatus and Method (07528.0002-01000)	<del>U.S. Patent No. 5,961,440</del>	Issued October 5, 1999
Heart Wall Tension Reduction Apparatus and Method (07528.0002-1195)	Japanese Appln. No. 2004-373661	Filed December 24, 2004
Heart Wall Tension Reduction Apparatus and Method (07528.0002-02000)	<del>U.S. Patent No. 6,045,497</del>	Issued April 4, 2000
Heart Wall Tension Reduction Apparatus and Method (07528.0002-02155)	European Appln. No. 99937483.8	Filed July 27, 1999
Heart Wall Tension Reduction Apparatus and Method (07528.0002-02304)	Appln. No. PCT/US99/16874	Filed July 27, 1999

Heart Wall Tension Reduction Apparatus (07528.0002-03000)	U.S. Patent No. 6,059,715	Issued May 9, 2000
Heart Wall Tension Reduction Apparatus and Method (07528.0002-03155)	European Appln. No. 04078441.5	Filed July 27, 1999
Heart Wall Tension Reduction Apparatus and Method (07528.0002-04000)	U.S. Patent No. 6,165,119	Issued December 26, 2000
Method And Devices For Improving Cardiac Function In Hearts (07528.0002-05000)	U.S. Patent No. 6,406,420	Issued June 18, 2002
Method And Devices For Improving Cardiac Function In Hearts (07528.0002-05304)	Appln. No. PCT/US00/29029	Filed October 20, 2000
Heart Wall Tension Reduction Apparatus and Method (07528.0002-07000)	U.S. Patent No. 6,261,222	Issued July 17, 2001
Heart Wall Tension Reduction Apparatus (07528.0002-08000)	U.S. Patent No. 6,162,168	Issued December 19, 2000
Heart Wall Tension Reduction Apparatus and Method (07528.0002-09000)	U.S. Patent No. 6,165,120	Issued December 26, 2000
Heart Wall Tension Reduction Kit (07528.0002-10000)	U.S. Patent No. 6,332,863	Issued December 25, 2001
Heart Wall Tension Reduction Apparatus and Method (07528.0002-11000)	U.S. Patent No. 6,629,921	Issued October 7, 2003
Heart Wall Tension Reduction Apparatus (07528.0002-12000)	U.S. Patent No. 6,332,864	Issued December 25, 2001
Heart Wall Tension Reduction Apparatus and Method (07528.0002-13000)	U.S. Patent No. 6,514,194	Issued February 4, 2003
Heart Wall Tension Reduction Apparatus (07528.0002-14000)	U.S. Patent No. 6,589,160	Issued July 8, 2003
Heart Wall Tension Reduction Apparatus (07528.0002-15000)	U.S. Application No. 10/073,968	Filed February 14, 2002
Method And Devices For Improving	U.S. Patent No. 7,189,199	Issued March 13, 2007

3

Cardiac Function In Hearts  
(07528.0002-16000)

Heart Wall Tension Reduction  
Apparatus (07528.0002-17000)

U.S. Patent No. ~~6,793,618~~

Issued September 21, 2004

Heart Wall Tension Reduction  
Apparatus and Method (07528.0002-  
18000)

U.S. Patent No. ~~6,755,777~~

Issued June 29, 2004

Heart Wall Tension Reduction  
Apparatus and Method (07528.0002-  
19000)

U.S. Application No. ~~10/778,176~~

Filed February 17, 2004

Method And Devices For Improving  
Cardiac Function In Hearts  
(07528.0002-20000)

U.S. Application No. ~~11/316,341~~

Filed December 23, 2005

Methods And Devices For  
Improving Cardiac Function In  
Hearts (Filed by Popovich et al.)

U.S. Application No. ~~10/734,309~~

Filed December 12, 2003

Methods And Devices For  
Improving Cardiac Function In  
Hearts (Filed by Popovich et al.)

U.S. Application No. ~~10/738,255~~

Filed December 17, 2003

Methods And Devices For  
Improving Cardiac Function In  
Hearts (Filed by O'Brien Jones)

U.S. Application No. ~~11/404,092~~

Filed April 14, 2006

Valve To Myocardium Tension  
Members Device And Method  
(07528.0003-00000)

U.S. Patent No. ~~6,332,893~~

Issued December 25, 2001

Valve To Myocardium Tension  
Members Device And Method  
(07528.0003-00155)

× European Patent No. ~~1039851~~ ×

Issued July 20, 2005

Valve To Myocardium Tension  
Members Device And Method  
(07528.0003-00304)

Application No. PCT/US98/26667

Filed December 16, 1998

Valve To Myocardium Tension  
Members Device And Method  
(07528.0003-01000)

U.S. Application No. ~~09/981,790~~

Filed October 19, 2001

Valve To Myocardium Tension  
Members Device And Method  
(07528.0003-01155)

European Appln. No. 05076541.1

Filed July 7, 2005

Valve To Myocardium Tension

U.S. Application No. ~~10/679,691~~

Filed October 7, 2003

Members Device And Method  
(07528.0003-02000)

U.S. Application No. 11/172,437 Filed July 1, 2005

Valve To Myocardium Tension  
Members Device And Method  
(07528.0003-03000)

Valve To Myocardium Tension  
Members Device And Method (Filed  
by O'Brien Jones)

U.S. Application No. 11/403,859 Filed April 14, 2006

Stress Reduction Apparatus And  
Method (07528.0004-00000)

U.S. Patent No. 6,077,214 Issued June 20, 2000

Stress Reduction Apparatus And  
Method (07528.0004-00155)

European Appln. No. 99937484.6 Filed July 27, 1999

Stress Reduction Apparatus And  
Method (07528.0004-00304)

Application No. PCT/US99/16875 Filed July 27, 1999

Stress Reduction Apparatus And  
Method (07528.0004-01000)

U.S. Patent No. 6,264,602 Issued July 24, 2001

Stress Reduction Apparatus And  
Method (07528.0004-02000)

U.S. Patent No. 6,402,680 Issued June 11, 2002

Stress Reduction Apparatus And  
Method (07528.0004-03000)

U.S. Patent No. 6,908,424 Issued June 21, 2005

Stress Reduction Apparatus And  
Method (07528.0004-04000)

U.S. Application No. 11/060,380 Filed February 17, 2005

External Stress Reduction Device  
And Method (07528.0005-00000)

U.S. Patent No. 6,183,411 Issued February 6, 2001

External Stress Reduction Device  
And Method (07528.0005-00155)

European Appln. No. 99946953.9 Filed September 17, 1999

External Stress Reduction Device  
And Method (07528.0005-00304)

Application No. PCT/US99/21310 Filed September 17, 1999

External Stress Reduction Device  
And Method (07528.0005-01000)

U.S. Patent No. 6,402,679 Issued June 11, 2002

External Stress Reduction Device  
And Method (07528.0005-02000)

U.S. Patent No. 6,808,488 Issued October 26, 2004

External Stress Reduction Device  
And Method (07528.0005-03000)

U.S. Application No. 10/899,500 Filed July 27, 2004

Transventricular Implant Tools And

U.S. Patent No. 6,260,552 Issued July 17, 2001

Devices (07528.0006-00000)

Transventricular Implant Tools And Devices (07528.0006-00155)	European Appln. No. 99937485.3	Filed July 27, 1999
Transventricular Implant Tools And Devices (07528.0006-00304)	Application No. PCT/US99/16876	Filed July 27, 1999
Transventricular Implant Tools And Devices (07528.0006-01000)	U.S. Patent No. 6,746,471	Issued June 8, 2004
Transventricular Implant Tools And Devices (07528.0006-02000)	U.S. Application No. 10/191,379	Filed July 9, 2002
Transventricular Implant Tools And Devices (07528.0006-03000)	U.S. Application No. 11/044,502	Filed January 28, 2005
Splint Assembly For Improving Cardiac Function In Hearts, And Method For Implanting The Splint Assembly (07528.0008-00000)	U.S. Patent No. 6,537,198	Issued March 25, 2003
Splint Assembly For Improving Cardiac Function In Hearts, And Method For Implanting The Splint Assembly (07528.0008-00155)	European Patent No. 1265534	Issued June 2, 2004
Splint Assembly For Improving Cardiac Function In Hearts, And Method For Implanting The Splint Assembly (07528.0008-00304)	Application No. PCT/US01/08892	Filed March 20, 2001
Splint Assembly For Improving Cardiac Function In Hearts, And Method For Implanting The Splint Assembly (07528.0008-01000)	U.S. Patent No. 7,044,905	Issued May 16, 2006
Splint Assembly For Improving Cardiac Function In Hearts, And Method For Implanting The Splint Assembly (07528.0008-02000)	U.S. Application No. 11/368,445	Filed March 7, 2006
Endovascular Splinting Devices And Methods (07528.0009-00000)	U.S. Patent No. 6,610,684	Issued September 9, 2003
Endovascular Splinting Devices And Methods (07528.0009-00155)	European Patent No. 1322259	Issued May 24, 2006
Endovascular Splinting Devices And Methods (07528.0009-00304)	Application No. PCT/US01/30629	Filed October 2, 2001

Endovascular Splinting Devices And Methods (07528.0009-01000)	U.S. Application No. <b>10/410,279</b>	Filed April 10, 2003
Endovascular Splinting Devices And Methods (07528.0009-01155)	European Appln. No. 06114286.5	Filed May 19, 2006
Endovascular Splinting Devices And Methods (07528.0009-02000)	U.S. Application No. <b>11/543,892</b>	Filed October 6, 2006
Endovascular Splinting Devices And Methods (Filed by Popovich et al.)	U.S. Application No. <b>10/735,269</b>	Filed December 12, 2003
Methods And Devices For Improving Mitral Valve Function (07528.0010-00000)	U.S. Patent No. <b>6,723,038</b>	Issued April 4, 2004
Methods And Devices For Improving Mitral Valve Function (07528.0010-00304)	Application No. PCT/US01/30882	Filed October 3, 2001
Methods And Devices For Improving Mitral Valve Function (07528.0010-01000)	U.S. Application No. <b>10/762,513</b>	Filed January 23, 2004
Methods And Devices For Improving Mitral Valve Function (07528.0010-02000)	U.S. Application No. <b>10/840,511</b>	Filed May 7, 2004
Methods And Devices For Improving Mitral Valve Function	U.S. Application No. <b>11/404,093</b>	Filed by O'Brien Jones
Device For Marking And Aligning Positions On The Heart (07528.0015-00000)	U.S. Patent No. <b>6,622,730</b>	Issued September 23, 2003
Devices and methods for heart valve treatment (07528.0020-00000)	U.S. Patent No. <b>6,764,510</b>	Issued July 20, 2004
Devices and methods for heart valve treatment (07528.0020-00304)	Application No. PCT/US03/00012	Filed January 8, 2003
Devices and methods for heart valve treatment (07528.0020-01000)	U.S. Patent No. <b>7,077,862</b>	Issued July 18, 2006
Devices and methods for heart valve treatment (07528.0020-02000)	U.S. Application No. <b>11/171,677</b>	Filed July 1, 2005
Devices and methods for heart valve treatment (07528.0020-03000)	U.S. Application No. <b>11/451,354</b>	Filed June 13, 2006
Heart Wall Tension Reduction	U.S. Application No. <b>10/127,731</b>	Filed April 23, 2002

Apparatus And Method  
(07528.0030-00000)

Heart Wall Tension Reduction  
Apparatus And Method  
(07528.0030-01000)

U.S. Application No. ~~11/048,743~~ Filed February 3, 2005

Heart Wall Tension Reduction  
Devices And Methods  
(07528.0033-00000)

U.S. Application No. ~~10/218,914~~ Filed August 15, 2002

Devices And Methods For Heart  
Valve Treatment  
(07528.0036-00000)

U.S. Application No. ~~10/456,751~~ Filed June 9, 2003

Devices And Methods For Heart  
Valve Treatment  
(07528.0037-00000)

U.S. Patent No. ~~7,112,219~~ Issued September 26, 2006

Devices And Methods For Heart  
Valve Treatment  
(07528.0037-01000)

U.S. Application No. ~~11/175,270~~ Filed July 7, 2005

Devices And Methods For Heart  
Valve Treatment  
(07528.0038-00000)

U.S. Patent No. ~~7,247,134~~ Issued July 24, 2007

Devices And Methods For Heart  
Valve Treatment  
(07528.0038-01000)

U.S. Application No. ~~11/254,794~~ Filed October 21, 2005

Devices And Methods For Heart  
Valve Treatment  
(07528.0039-00155)

European Patent No. 1560526 Issued June 6, 2007

Devices And Methods For Heart  
Valve Treatment  
(07528.0039-00304)

Application No. PCT/US03/35037 Filed November 12, 2003

Devices And Methods For Heart  
Valve Treatment  
(07528.0039-01155)

European Appln. No. 07109612.7 Filed June 5, 2007

Devices And Methods For Heart  
Valve Treatment  
(07528.0046-00000)

U.S. Application No. ~~11/115,409~~ Filed April 27, 2005

Devices And Methods For  
Pericardial Access  
(07528.0047-00000)

U.S. Application No. ~~11/115,408~~ Filed April 27, 2005

Devices And Methods For  
Pericardial Access  
(07528.0047-00304)

Application No. PCT/US06/15470

Filed April 25, 2006

Methods And Devices For  
Improving Heart Function  
(07528.0051-00000)

Draft application

Devices And Methods For Heart  
Valve Treatment  
(07528.6000-00000)

U.S. Provisional Appln. No.  
60/387,558

Filed June 12, 2002

Devices And Methods For Heart  
Valve Treatment  
(07528.6001-00000)

U.S. Provisional Appln. No.  
60/425,519

Filed November 12, 2002



## EXHIBIT C

## Trademarks

<i>Mark</i>	<i>Country</i>	<i>Status</i>	<i>Appl. Date</i>	<i>Appl. No.</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
COAPSYS	Canada	Pending	11/1/2002	1157682		
COAPSYS	CTM	Registered	11/1/2002	002915718	002915718	12/21/2004
COAPSYS	India	Registered	12/5/2002	01155896	1155896	12/5/2002
COAPSYS	Japan	Registered	12/3/2002	2002-102122	4691678	7/11/2003
EPIPROBE	USA	Registered	2/20/2001	76/212,242	<del>2,623,797</del>	9/24/2002
EPITAG	USA	Registered	2/20/2001	76/212,531	<del>2,617,242</del>	9/10/2002
ICOAPSYS	Canada	Pending	4/3/2007	1341963		
ICOAPSYS	CTM	Pending				
ICOAPSYS	India	Pending	4/3/2007	15446437		
ICOAPSYS	Japan	Pending	4/3/2007	2007-31999		
ICOAPSYS	USA	Pending	10/4/2006	<del>77/013,459</del>		
MYOCOR	Canada	Registered	11/7/2002	1158427	TMA651,927	10/31/2005
MYOCOR	USA	Registered	2/20/1997	75/244,433	<del>2,485,474</del>	9/4/2001
MYOCOR	USA	Registered	3/21/2001	76/228,236	<del>2,658,229</del>	12/10/2002
MYOCOR	CTM	Registered	9/11/2001	002372092	002372092	8/7/2003
MYOCOR	India	Registered	12/5/2002	01155895	1155895	12/5/2002
SHAPING SOLUTIONS FOR HEART FAILURE	USA	Registered	2/20/2001	76/212,902	<del>2,641,935</del>	10/29/2002