

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
Evalve, Inc.		09/09/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Abbott Vascular Inc.		
Street Address:	3200 Lakeside Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2821439	EVALVE	
Registration Number:	3259174	MITRACLIP	
Registration Number:	3506713	E2E	
Registration Number:	3365396	MITRACLIP	
Serial Number:	77772245	MITRACLIP	
Serial Number:	77772250	MVP	
Registration Number:	3392811	E2E	
CORRESPONDENCE DATA			
Fax Number:	(202)662-6291		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2026625333		
Email:	trademarks@cov.com		
Correspondent Name:	Leah Graham		
Address Line 1:	1201 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		

CH \$190.00 2821439

ATTORNEY DOCKET NUMBER:	031051.00018
NAME OF SUBMITTER:	Cheryl L. Fountain/Paralegal Specialist
Signature:	/cheryllfountain/
Date:	09/18/2009
Total Attachments: 8 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended from time to time, the "IP Security Agreement") is entered into as of September 9, 2009 by and among EVALVE, Inc., a Delaware corporation and EVALVE INTERNATIONAL, INC., a Delaware corporation (collectively, "Grantor"), on the one hand, and ABBOTT VASCULAR INC. ("Lender") on the other hand.

RECITALS

WHEREAS, Lender 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 Credit and Security Agreement by and between Lender and Grantor (as amended from time to time, the "Credit Agreement") dated on or about the date hereof. Company Subsidiary has guaranteed the performance and payment by Company of its obligations under the Credit Agreement. Capitalized terms used herein have the meaning assigned in the Credit Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's Obligations under the Credit Agreement, Grantor grants to Lender a security interest in certain Collateral (as defined in the Credit Agreement), whether now owned or hereafter acquired including without limitation those copyrights, patents and trademarks, and registrations and applications therefor, listed on Schedules A, B and C hereto, which may be amended from time to time upon mutual agreement of the parties, together with all products and proceeds thereof (including, by way of example but not by way of limitation, income, license royalties and proceeds of infringement suits now and hereafter due and/or payable under and with respect to any of the foregoing), all rights to sue for past, present and future infringements and to recover damages and all other proceeds, and all goodwill associated with or symbolized thereby. This security interest is granted in conjunction with the security interest granted by Grantor to Lender under the Credit Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

Lender acknowledges that this IP Security Agreement shall terminate automatically upon the termination of the Credit Agreement. Upon such termination, the Lender's security interest in the intellectual property of Grantor described in the preceding paragraph shall be released and all rights therein shall revert to Grantor, and, upon termination of the Credit Agreement, Lender authorizes Grantor to file any termination statements necessary to evidence the release of the Lender's security interest.


This IP Security Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents, made and to be performed entirely within such state, without giving effect to conflicts of laws principles, except to the extent that the Uniform Commercial Code provides otherwise.

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

4045 Campbell Ave.
Menlo Park, CA 94025
Attention: Chief Executive Officer
Facsimile: (650) 330-8114

EVALVE, INC.

By: 
Ferolyn T. Powell
President and Chief Executive Officer

Address of Grantor:

4045 Campbell Ave.
Menlo Park, CA 94025
Attention: Chief Executive Officer
Facsimile: (650) 330-8114

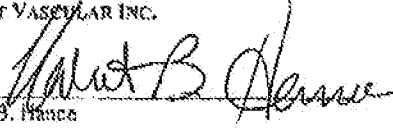
EVALVE INTERNATIONAL, INC.

By: 
Ferolyn T. Powell
President and Chief Executive Officer

Address of Lender:

3200 Lakeside Drive
Santa Clara, CA 95054
Attention: President
Facsimile: (888) 213-0302

ABBOTT VASCULAR INC.

By: 
Robert B. Hance
President

SCHEDULE A

Copyrights

None

SCHEDULE B

Patents

TTC Ref Country	Title	Application No. Filing Date	Patent No. Issue Date
020489-000100US	Methods and Apparatus for Cardiac Valve Repair	60/128690 04/09/1999	
020489-000110AU	Methods and Apparatus for Cardiac Valve Repair	42118/00 04/07/2000	770243 04/07/2000
020489-000110CA	Methods and Apparatus for Cardiac Valve Repair	2369641 04/07/2000	
020489-000110EP	Methods and Apparatus for Cardiac Valve Repair	00921854.6 04/07/2000	
020489-000110JP	Methods and Apparatus for Cardiac Valve Repair	2000-610338 04/07/2000	
020489-000110MX	Methods and Apparatus for Cardiac Valve Repair	N/A 04/07/2000	
020489-000110PC	Methods and Apparatus for Cardiac Valve Repair	00/09290 04/07/2000	
020489-000110US	Methods and Apparatus for Cardiac Valve Repair	09/544930 04/07/2000	6629534 10/07/2003
020489-000120US	Methods and Apparatus for Cardiac Valve Repair	10/613443 07/03/2003	
020489-000121US	Methods and Apparatus for Cardiac Valve Repair	11/926828 10/29/2007	
020489-000122US	Methods and Apparatus for Cardiac Valve Repair	12/054206 03/24/2008	
020489-000130US	Methods and Apparatus for Cardiac Valve Repair	10/638022 08/07/2003	
020489-000140US	Methods and Apparatus for Cardiac Valve Repair	10/635776 08/05/2003	
020489-000150EP	Methods and Apparatus for Cardiac Valve Repair	09152298.6 04/07/2000	
020489-000150US	Leaflet Suturing	10/927589 08/25/2004	
020489-000160US	Leaflet Suturing	10/927263 08/25/2004	
020489-000300DE	Surgical Device for Connecting Soft Tissue	98943979.9 09/14/1998	1011468 11/22/2006
020489-000300EP	Surgical Device for Connecting Soft Tissue	98943979.9 09/14/1998	1011468 11/22/2006
020489-000300ES	Surgical Device for Connecting Soft Tissue	98943979.9 09/14/1998	1011468 11/22/2006
020489-000300FR	Surgical Device for Connecting Soft Tissue	98943979.9 09/14/1998	1011468 11/22/2006
020489-000300GB	Surgical Device for Connecting Soft Tissue	98943979.9 09/14/1998	1011468 11/22/2006
020489-000300IT	Surgical Device for Connecting Soft Tissue	98943979.9 09/14/1998	1011468 11/22/2006
020489-000300JP	Surgical Device for Connecting Soft Tissue	51141198 09/14/1998	3995413 08/10/2007
020489-000300US	Surgical Device for Connecting Soft Tissue	09/523018 03/10/2000	6461366 10/08/2002
020489-000301EP	Surgical Instrument For Fixing Soft Tissue	06024129.6 09/14/1998	
020489-000310US	Surgical Device for Connecting Soft Tissue	10/202599 07/24/2002	6770083 08/03/2004
020489-000320FR	Surgical Instrument For Fixing Soft Tissue	9711600 09/12/1997	9711600 11/29/1999
020489-000330US	Surgical Device for Connecting Soft Tissue	10/877279 06/24/2004	7288097 10/30/2007
020489-000340US	Surgical Device For Connecting Soft Tissue	11/354612 02/14/2006	
020489-000400US	Methods and Devices for Capturing and Fixing Leaflets In Valve Repair	09/894463 06/27/2001	6752813 06/22/2004

TTC Ref Country	Title	Application No. Filing Date	Patent No. Issue Date
020489-000410AU	Capturing and Fixing Leaflets in Valve Repair	2002316473 06/27/2002	2002316473 08/21/2008
020489-000410CA	Capturing and Fixing Leaflets in Valve Repair	2451802 06/27/2002	
020489-000410EP	Capturing and Fixing Leaflets in Valve Repair	02746781.6 06/27/2002	
020489-000410JP	Capturing and Fixing Leaflets in Valve Repair	2003-508149 06/27/2002	4253582 01/30/2009
020489-000410PC	Capturing and Fixing Leaflets in Valve Repair	PCT/US02/20768 06/27/2002	
020489-000410US	Methods and Devices for Capturing and Fixing Leaflets in Valve Repair	10/803444 03/17/2004	7563273 07/21/2009
020489-000420US	Methods and Devices for Capturing and Fixing Leaflets in Valve Repair	11/928403 10/30/2007	
020489-000500US	Suture Fasteners and Methods of Use	10/087004 03/01/2002	7048754 05/23/2006
020489-000510EP	Suture Fasteners and Methods of Use	03743721.7 02/26/2003	
020489-000510PC	Suture Fasteners and Methods of Use	PCT/US03/06149 02/26/2003	
020489-000520US	Suture Anchors and Methods of Use	11/403054 04/11/2006	
020489-001000US	Device & Methods for Endoscopic Annuloplasty		
020489-001200EP	Articulatable Access Sheath and Methods of Use	04752714.8 05/18/2004	
020489-001200JP	Articulatable Access Sheath and Methods of Use	2006-533226 05/18/2004	
020489-001200PC	Articulatable Access Sheath and Methods of Use	PCT/US04/15741 05/18/2004	
020489-001200US	Steerable Access Sheath and Methods of Use	10/441753 05/19/2003	
020489-001210US	Steerable Access Sheath and Methods of Use	12/392670 02/25/2009	
020489-001400EP	Fixation Devices, Systems and Methods for Engaging Tissue	04752603.3 05/18/2004	
020489-001400JP	Fixation Devices, Systems and Methods for Engaging Tissue	2006-533201 05/18/2004	
020489-001400PC	Fixation Devices, Systems and Methods for Engaging Tissue	PCT/US04/15609 05/18/2004	
020489-001400US	Fixation Device and Methods for Engaging Tissue	10/441531 05/19/2003	7563267 07/21/2009
020489-001410US	Locking Mechanisms for Fixation Devices and Methods for Engaging Tissue	60/571217 05/14/2004	
020489-001420AU	Locking Mechanisms for Fixation Devices and Methods for Engaging Tissue	2005244903 05/16/2005	
020489-001420CA	Locking Mechanisms for Fixation Devices and Methods for Engaging Tissue	2566666 05/16/2005	
020489-001420EP	Locking Mechanisms for Fixation Devices and Methods for Engaging Tissue	05753261.6 05/16/2005	
020489-001420JP	Locking Mechanisms for Fixation Devices and Methods for Engaging Tissue	2007-513480 05/16/2005	
020489-001420PC	Locking Mechanisms for Fixation Devices and Methods for Engaging Tissue	PCT/US05/17178 05/16/2005	
020489-001420US	Locking Mechanisms for Fixation Devices and Methods for Engaging Tissue	11/130818 05/16/2005	
020489-001430US	Fixation Devices, Systems and Methods for Engaging Tissue	11/623585 01/16/2007	
020489-001440US	Fixation Devices, Systems and Methods for Engaging Tissue	11/623596 01/16/2007	
020489-001460US	Fixation Devices, Systems and Methods for Engaging Tissue	11/962654 12/21/2007	
020489-001470US	Detachment Mechanism for Implantable Fixation Devices	12/393452 02/26/2009	
020489-001500US	Multi-Catheter Steerable Guiding System and Methods of Use	10/441508 05/19/2003	

FTC Ref Country	Title	Application No. Filing Date	Patent No. Issue Date
020489-001510US	Multi-Catheter Steerable Guiding System and Methods of Use	11/928298 10/30/2007	
020489-001700US	Fixation Device Delivery Catheter, Systems and Methods of Use	10/441687 05/19/2003	7226467 06/05/2007
020489-001710US	Delivery Device, Systems and Methods Of Use	11/559247 11/13/2006	
020489-001800US	Cardiac Valve Leaflet Stapler Device and Methods Thereof	10/000992 11/15/2001	6575971 06/10/2003
020489-001820US	Cardiac Valve Leaflet Stapler Device and Methods Thereof	10/457757 06/09/2003	6926715 08/09/2005
020489-001830US	Cardiac Valve Leaflet Attachment Device and Methods Thereof	11/058957 02/15/2005	
020489-001900AU	Fixation Devices for Variation in Engagement of Tissue	2005299615 10/25/2005	
020489-001900CA	Fixation Devices for Variation in Engagement of Tissue	2586512 10/25/2005	
020489-001900EP	Fixation Devices for Variation in Engagement of Tissue	05814102.9 10/25/2005	
020489-001900JP	Fixation Devices for Variation in Engagement of Tissue	2007-539139 10/25/2005	
020489-001900PC	Fixation Devices for Variation in Engagement of Tissue	PCT/US05/38843 10/25/2005	
020489-001900US	Fixation Devices for Variation in Engagement of Tissue	10/975555 10/27/2004	
020489-002400US	Methods and Devices for Tissue Grasping and Assessment	60/613867 09/27/2004	
020489-002410AU	Methods and Devices for Tissue Grasping and Assessment	2005289474 09/27/2005	
020489-002410CA	Methods and Devices for Tissue Grasping and Assessment	2581852 09/27/2005	
020489-002410EP	Methods and Devices for Tissue Grasping and Assessment	05805707.6 09/27/2005	
020489-002410JP	Methods and Devices for Tissue Grasping and Assessment	2007-533770 09/27/2005	
020489-002410PC	Methods and Devices for Tissue Grasping and Assessment	PCT/US2005/034902 09/27/2005	
020489-002410US	Methods and Devices for Tissue Grasping and Assessment	11/237213 09/27/2005	

Country	Title	Serial No. (Patent No.)	Date Filed (Issued)
US	METHODS AND APPARATUS FOR CARDIAC VALVE REPAIR	10/635,776 PUB NO. US 2004/0030382 A1 (02/12/04)	08/05/03
US	METHODS AND APPARATUS FOR CARDIAC VALVE REPAIR	10/820,581 PUB NO. US 2005- 0033446 (2/10/05)	04/07/04
US	METHODS AND APPARATUS FOR CARDIAC VALVE REPAIR	12/361,500	01/28/09
CA	METHODS AND APPARATUS FOR CARDIAC VALVE REPAIR	2369641 (CA 2369641)	4/7/00 (2/10/09)
CA	METHOD AND APPARATUS FOR CARDIAC VALVE REPAIR	2620783	4/7/00
EP	METHODS AND APPARATUS FOR CARDIAC VALVE REPAIR	00921854.6 EP1176913	4/7/00

Country	Title	Serial No. (Patent No.)	Date Filed (Issued)
JP	METHODS AND APPARATUS FOR CARDIAC VALVE REPAIR	2000-610338	4/7/00
US	METHODS, SYSTEMS AND DEVICES FOR CARDIAC VALVE REPAIR	11/349,742 US 2006-0229708 A1 (10/12/2006)	02/07/06
US	METHODS, SYSTEMS AND DEVICES FOR CARDIAC VALVE REPAIR	12/398,971	3/5/09
US	METHODS, SYSTEMS AND DEVICES FOR CARDIAC VALVE REPAIR	Proposed	TBD
US	METHODS, SYSTEMS AND DEVICES FOR CARDIAC VALVE REPAIR	60/650,918	02/07/05
US	METHODS, SYSTEMS AND DEVICES FOR CARDIAC VALVE REPAIR	60/692,802	6/21/2005
PCT	METHODS, SYSTEMS AND DEVICES FOR CARDIAC VALVE REPAIR	PCT/US2006/004368 PCT Publ. WO 2006/086434; 8/17/06	02/07/06
AU	METHODS, SYSTEMS AND DEVICES FOR CARDIAC VALVE REPAIR	2006212750	2/7/06
CA	METHODS, SYSTEMS AND DEVICES FOR CARDIAC VALVE REPAIR	2597066	2/7/06
EP	METHODS, SYSTEMS AND DEVICES FOR CARDIAC VALVE REPAIR	06734547.0 EP1855623	2/7/06 11/21/07
US	DEVICE AND METHODS FOR ENDOSCOPIC ANNULOPLASTY	11/411,441 US 2007-0018293 A1; 2/15/07	4/25/2006
US	DEVICE AND METHODS FOR ENDOSCOPIC ANNULOPLASTY	60/674,931	4/25/05
PCT	DEVICE AND METHODS FOR ENDOSCOPIC ANNULOPLASTY	PCT/US2006/015941 PCT Publ. WO 2006/116558; 11/2/2006	04/25/06
AU	DEVICE AND METHODS FOR ENDOSCOPIC ANNULOPLASTY	2006241065	4/25/06
CA	DEVICE AND METHODS FOR ENDOSCOPIC ANNULOPLASTY	20062606191	4/25/06
EP	DEVICE AND METHODS FOR ENDOSCOPIC ANNULOPLASTY	06751584.1 EP1874217	4/25/06 01/09/08
JP	DEVICE AND METHODS FOR ENDOSCOPIC ANNULOPLASTY	JP2008-508003 JP2008-538937A	4/25/06 11/13/08
US	CARDIAC VALVE LEAFLET ATTACHMENT DEVICE AND METHODS THEREOF	11/058,957 US 2005-0149014; 7/7/05	2/15/05
US	CARDIAC VALVE LEAFLET ATTACHMENT DEVICE AND METHODS THEREOF	12/401,551	3/10/2009

SCHEDULE C

Trademarks

Country	Trademark	Classes	App. No. Filing Date	Reg. No. Issue Date	TTC Ref. No. Alys Handling Client's Ref. No.
Canada	EVALVE		1438227 05/26/2009		20489T-000700CA (RGP)
Switzerland	EVALVE	10	545312009 04/24/2009		20489T-000700CH (RGP)
European Union	EVALVE	10	904379129 04/07/2009	064379129 04/29/2009	20489T-000700EU (RGP)
Japan	EVALVE	10	2009-31489 04/24/2009		20489T-000700JP (RGP)
United States of America	EVALVE	10	75664537 12/03/1999	2821439 03/09/2004	20489T-000700US (RGP)
European Union	MITRACLIP	10	004378584 04/07/2009	004378584 05/02/2009	20489T-002100EU (RGP)
United States of America	MITRACLIP	10	78503491 10/21/2004	3289174 07/03/2007	20489T-002100US (RGP)
United States of America	EZE	10	78503801 10/21/2004	3382611 03/04/2008	20489T-002200US (RGP)
United States of America	EZE (Supplemental)	10	777071818 12/27/2008	3506713 09/23/2008	20489T-002700US (RGP)
Canada	MITRACLIP		1438254 05/26/2009		20489T-002800CA (RGP)
Switzerland	MITRACLIP	10	545322009 04/24/2009		20489T-002800CH (RGP)
Japan	MITRACLIP	10	2009-31489 04/24/2009		20489T-002800JP (RGP)
United States of America	MITRACLIP	10	77173829 05/04/2007	3365396 01/08/2008	20489T-002800US (RGP)
Switzerland	MITRACLIP	9, 41	06/08/2009		20489T-003800CH (RGP)
European Union	MITRACLIP	9, 41	5419995 07/10/2009		20489T-003800EU (RGP)
United States of America	MITRACLIP	9, 41	77172248 07/01/2008		20489T-003800US (RGP)
Switzerland	MVP	9, 41	08/03/2008		20489T-003800CH (RGP)
European Union	MVP	9, 41	5419965 07/10/2009		20489T-003800EU (RGP)
United States of America	MVP	9, 41	77172250 07/01/2008		20489T-003800US (RGP)