

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cambridge Heart Inc		01/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cambridge Cardiac Technologies Inc.		
Street Address:	46 Jonspin Rd		
City:	Wilmington		
State/Country:	MASSACHUSETTS		
Postal Code:	01887		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	78808902	ANALYTIC SPECTRAL METHOD	
Serial Number:	78725271	CAMBRIDGE HEART	
Serial Number:	78707198	HEARTWAVE	
Serial Number:	77062284	SAM	
Serial Number:	77062271	SPECTRAL ANALYTIC METHOD	
Serial Number:	77062267	SPECTRAL ANALYTIC MTWA	
Serial Number:	76116045	HEARTWAVE	
Serial Number:	75443721	WAVESTAR	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(978) 654-7600		
Email:	rdegreef@mac.com		
Correspondent Name:	Roderick de Greef		
Address Line 1:	46 Jonspin Road		
Address Line 4:	Wilmington, MASSACHUSETTS 01887		
NAME OF SUBMITTER:	Roderick de Greef		
SIGNATURE:	//Roderick de Greef//		
DATE SIGNED:	10/08/2014		

OP \$215.00 78808902

Total Attachments: 66

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SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of January 17, 2012 (this "Agreement"), is among Cambridge Heart, Inc., a Delaware corporation (the "Company"), the Subsidiaries of the Company who may be joined to this Agreement upon completion of Annex A hereto (such subsidiaries, the "Guarantors" and together with the Company, the "Debtors") and Collateral Agents LLC, in its capacity as the collateral agent (in such capacity, the "Collateral Agent") for: (a) the holders of the Company's 8% Secured Convertible Notes due July 17, 2013 which were issued on January 17, 2012 (collectively, the "Initial Notes"); (b) the holders of the Company's 8% Secured Convertible Notes due July 17, 2013 which are to be issued in one or more Additional Offerings on or before February 28, 2012 (the "2012 Notes"); and (c) the holders of the Company's 8% Secured Convertible Notes which are to be issued upon the exercise of the Additional Investment Rights (the "Additional Notes", and together with the Initial Notes and the Additional Notes, collectively, the "Notes") (such holders, together with their endorsees, transferees and assigns collectively, the "Secured Parties").

WITNESSETH:

WHEREAS, pursuant to the Subscription Agreement (as defined in the Notes), the Secured Parties have severally agreed to extend the loans to the Company evidenced by the Notes;

WHEREAS, in order to induce the Holders to extend the loans evidenced by the Notes, each Debtor has agreed to execute and deliver this Agreement and to grant the Collateral Agent (for the benefit of each Secured Party *pari passu* with each other Secured Party) a security interest in certain property of such Debtor to secure the prompt payment, performance and discharge in full of all of the Debtors' obligations under the Notes and Transaction Documents.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Certain Definitions.** As used in this Agreement, the following terms shall have the meanings set forth in this Section 1. Terms used but not otherwise defined in this Agreement that are defined in Article 9 of the UCC (such as "account," "chattel paper," "commercial tort claim," "deposit account," "document," "equipment," "fixtures," "general intangibles," "goods," "instruments," "inventory," "investment property," "letter-of-credit rights," "proceeds" and "supporting obligations") shall have the respective meanings given such terms in Article 9 of the UCC. Capitalized terms used but not otherwise defined herein shall have the meanings attributed to them in the Subscription Agreement.

(a) "Collateral" means the collateral in which the Collateral Agent is granted a security interest by this Agreement and which shall include the following personal property of the Debtors, whether presently owned or existing or hereafter acquired or coming into existence, wherever situated, and all additions and accessions thereto and all substitutions and replacements thereof, and all proceeds, products and accounts thereof, including, without limitation, all proceeds from the disposition, sale or transfer of the Collateral and of insurance covering the same and of any tort claims in connection therewith, and all dividends, interest, cash, notes, securities, equity interest or other property at any time and from time to time acquired, receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Securities (as defined below):

(i) All goods, including, without limitation, (A) all machinery, equipment, computers, motor vehicles, trucks, tanks, boats, ships, appliances, furniture, special and general tools, fixtures, test and quality control devices and other equipment of every kind and nature and wherever situated,

together with all documents of title and documents representing the same, all additions and accessions thereto, replacements therefor, all parts therefor, and all substitutes for any of the foregoing and all other items used and useful in connection with any Debtor's businesses and all improvements thereto; and (B) all inventory;

(ii) All contract rights and other general intangibles, including, without limitation, all partnership interests, membership interests, stock or other securities, rights under any of the Organizational Documents (as defined herein), agreements related to the Pledged Securities (as defined herein), licenses, distribution and other agreements, computer software (whether "off-the-shelf," licensed from any third party or developed by any Debtor), computer software development rights, leases, franchises, customer lists, quality control procedures, grants and rights, goodwill, trademarks, service marks, trade styles, trade names, patents, patent applications, copyrights, and income tax refunds;

(iii) All accounts, together with all instruments, all documents of title representing any of the foregoing, all rights in any merchandising, goods, raw materials, timber cut or to be cut, oil, gas, hydrocarbons, and minerals extracted or to be extracted, equipment, motor vehicles and trucks which any of the same may represent, and all right, title, security and guaranties with respect to each account, including any right of stoppage in transit;

(iv) All documents, letter-of-credit rights, instruments and chattel paper;

(v) All commercial tort claims;

(vi) All deposit accounts and all cash (whether or not deposited in such deposit accounts);

(vii) All investment property;

(viii) All supporting obligations;

(ix) All files, records, books of account, business papers, and computer programs; and

(x) The products and proceeds of all of the foregoing Collateral set forth in clauses (i)-(ix) above.

Without limiting the generality of the foregoing, the "Collateral" shall include all investment property and general intangibles respecting ownership and/or other equity interests in each Guarantor, including, without limitation, any shares of capital stock and/or other equity interests of any direct or indirect Subsidiary of any Debtor obtained in the future, and, in each case, all certificates representing such shares and/or equity interests and, in each case, all rights, options, warrants, stock, other securities and/or equity interests that may hereafter be received, receivable or distributed in respect of, or exchanged for, any of the foregoing and all rights arising under or in connection with the Pledged Securities, including, but not limited to, all dividends, interest and cash.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute an assignment of any asset which, in the event of an assignment, becomes void by operation of applicable law or the assignment of which is otherwise prohibited by applicable law (in each case to the extent that such applicable law is not overridden by Sections 9-406, 9-407 and/or 9-408 of the UCC or other similar applicable law); provided, however, that to the extent permitted by applicable law, this Agreement shall create a valid security interest in such asset and, to the extent permitted by

applicable law, this Agreement shall create a valid security interest in the proceeds of such asset.

(b) "Intellectual Property" means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, (iii) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether 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, or otherwise, and all common law rights related thereto, (iv) all trade secrets arising under the laws of the United States, any other country or any political subdivision thereof, (v) all rights to obtain any reissues, renewals or extensions of the foregoing, (vi) all licenses for any of the foregoing, and (vii) all causes of action for infringement of the foregoing.

(c) "Necessary Endorsement" means undated stock powers endorsed in blank or other proper instruments of assignment duly executed and such other instruments or documents as the Collateral Agent may reasonably request.

(d) "Obligations" means all of the liabilities and obligations (primary, secondary, direct, contingent, sole, joint or several) due or to become due, or that are now or may be hereafter contracted or acquired, or owing to, of any Debtor to the Secured Parties under this Agreement, the Notes, the Guaranty and any other Transaction Documents or any instruments, agreements or other documents executed and/or delivered in connection herewith or therewith, in each case, whether now or hereafter existing, voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owned with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from any of the Secured Parties as a preference, fraudulent transfer or otherwise as such obligations may be amended, supplemented, converted, extended or modified from time to time. Without limiting the generality of the foregoing, the term "Obligations" shall include, without limitation: (i) principal of, and interest on the Notes and the loans extended pursuant thereto; (ii) any and all other fees, indemnities, costs, obligations and liabilities of the Debtors from time to time under or in connection with this Agreement, the Notes, the Guaranty and any other Transaction Documents, instruments, agreements or other documents executed and/or delivered in connection herewith or therewith; and (iii) all amounts (including but not limited to post-petition interest) in respect of the foregoing that would be payable but for the fact that the obligations to pay such amounts are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Debtor.

(e) "Organizational Documents" means with respect to any Debtor, the documents by which such Debtor was organized (such as a certificate of incorporation, certificate of limited partnership or articles of organization, and including, without limitation, any certificates of designation for preferred stock or other forms of preferred equity) and which relate to the internal governance of such Debtor (such as bylaws, a partnership agreement or an operating, limited liability or members agreement).

(f) "Pledged Securities" shall have the meaning ascribed to such term in Section 4(i).

(g) "UCC" means the Uniform Commercial Code of the State of New York and or any other applicable law of any state or states which has jurisdiction with respect to all, or any portion of, the Collateral or this Agreement, from time to time. It is the intent of the parties that defined terms in the UCC should be construed in their broadest sense so that the term "Collateral" will be construed in its broadest sense. Accordingly if there are, from time to time, changes to defined terms in the UCC that broaden the definitions, they are incorporated herein and if existing definitions in the UCC are broader than the amended definitions, the existing ones shall be controlling.

2. **Grant of Security Interest in Collateral.** As an inducement for the Secured Parties to extend the loans as evidenced by the Notes and to secure the complete and timely payment, performance and discharge in full, as the case may be, of all of the Obligations, each Debtor hereby unconditionally and irrevocably pledges, grants and hypothecates to the Collateral Agent (for the benefit of each Secured Party *pari passu* with each other Secured Party) a security interest in and to, a lien upon and a right of set-off against all of their respective right, title and interest of whatsoever kind and nature in and to, the Collateral (a "Security Interest" and, collectively, the "Security Interests").

3. **Delivery of Certain Collateral.** Contemporaneously or prior to the execution of this Agreement, each Debtor shall deliver or cause to be delivered to the Collateral Agent, any and all certificates and other instruments or documents representing any of the Collateral, in each case, together with all Necessary Endorsements.

4. **Representations, Warranties, Covenants and Agreements of the Debtors.** Except as set forth under the corresponding section of the disclosure schedules delivered to the Collateral Agent concurrently herewith (the "Disclosure Schedules"), which Disclosure Schedules shall be deemed a part hereof, each Debtor represents and warrants to, and covenants and agrees with, the Collateral Agent as follows:

(a) Each Debtor has the requisite corporate, partnership, limited liability company or other power and authority to enter into this Agreement and otherwise to carry out its obligations hereunder. The execution, delivery and performance by each Debtor of this Agreement and the filings contemplated therein have been duly authorized by all necessary action on the part of such Debtor and no further action is required by such Debtor. This Agreement has been duly executed by each Debtor. This Agreement constitutes the legal, valid and binding obligation of each Debtor, enforceable against each Debtor in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to or affecting the rights and remedies of creditors and by general principles of equity.

(b) The Debtors have no place of business or offices where their respective books of account and records are kept (other than temporarily at the offices of its attorneys or accountants) or places where Collateral is stored or located, except as set forth on Schedule A attached hereto. Except as specifically set forth on Schedule A, each Debtor is the record owner of the real property where such Collateral is located, and there exist no mortgages or other liens on any such real property or on the Collateral except for Permitted Liens and liens which are identified on Schedule B hereto. Except as disclosed on Schedule A, none of such Collateral is in the possession of any consignee, bailee, warehouseman, agent or processor.

(c) Except for Permitted Liens, the Debtors are the sole owner of the Collateral (except for non-exclusive licenses granted by any Debtor in the ordinary course of business), free and clear of any liens, security interests, encumbrances, rights or claims, and are fully authorized to grant the Security Interests. Except for Permitted Liens and as set forth on Schedule B attached hereto, there is not on file in any governmental or regulatory authority, agency or recording office an effective financing statement, security

agreement, license or transfer or any notice of any of the foregoing (other than those that will be filed in favor of the Collateral Agent pursuant to this Agreement) covering or affecting any of the Collateral.

(d) No written claim has been received that any Collateral or Debtor's use of any Collateral violates the rights of any third party. There has been no adverse decision to any Debtor's claim of ownership rights in or exclusive rights to use the Collateral in any jurisdiction or to any Debtor's right to keep and maintain such Collateral in full force and effect, and there is no proceeding involving said rights pending or, to the best knowledge of any Debtor, threatened before any court, judicial body, administrative or regulatory agency, arbitrator or other governmental authority.

(e) Each Debtor shall at all times maintain its books of account and records relating to the Collateral at its principal place of business and its Collateral at the locations set forth on Schedule A attached hereto and may not relocate such books of account and records or tangible Collateral unless it delivers to the Collateral Agent at least 30 days prior to such relocation (i) written notice of such relocation and the new location thereof (which must be within the United States) and (ii) evidence that appropriate financing statements under the UCC and other necessary documents have been filed and recorded and other steps have been taken to perfect the Security Interests to create in favor of the Collateral Agent a valid, perfected and continuing perfected first priority lien in the Collateral, except as otherwise permitted hereby.

(f) This Agreement creates in favor of the Collateral Agent a valid security interest in the Collateral, subject only to Permitted Liens, securing the payment and performance of the Obligations. Upon making the filings described in the immediately following paragraph, all security interests created hereunder in any Collateral which may be perfected by filing Uniform Commercial Code financing statements shall have been duly perfected. Except for the filing of the Uniform Commercial Code financing statements referred to in the immediately following paragraph, the recordation of the Intellectual Property Security Agreement (as defined below) with respect to copyrights and copyright applications in the United States Copyright Office referred to in paragraph (m), the execution and delivery of deposit account control agreements satisfying the requirements of Section 9-104(a)(2) of the UCC with respect to each deposit account of the Debtors, and the delivery of the certificates and other instruments provided in Section 3, no action is necessary to create, perfect or protect the security interests created hereunder. Without limiting the generality of the foregoing, except for the filing of said financing statements, the recordation of said Intellectual Property Security Agreement, and the execution and delivery of said deposit account control agreements, no consent of any third parties and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for (i) the execution, delivery and performance of this Agreement, (ii) the creation or perfection of the Security Interests created hereunder in the Collateral or (iii) the enforcement of the rights of the Collateral Agent and the Secured Parties hereunder.

(g) Each Debtor hereby authorizes the Collateral Agent to file one or more financing statements under the UCC, with respect to the Security Interests, with the proper filing and recording agencies in any jurisdiction deemed proper by it and authorizes Collateral Agent to take any other action in Collateral Agent's absolute discretion to effectuate, memorialize and protect Collateral Agent's interest and rights under this Agreement.

(h) The execution, delivery and performance of this Agreement by the Debtors does not (i) violate any of the provisions of any Organizational Documents of any Debtor or any judgment, decree, order or award of any court, governmental body or arbitrator or any applicable law, rule or regulation applicable to any Debtor or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing any Debtor's debt or otherwise) or other understanding to which any Debtor is a party or by which any property or asset of any Debtor is bound or affected. If any, all required consents

(including, without limitation, from stockholders or creditors of any Debtor) necessary for any Debtor to enter into and perform its obligations hereunder have been obtained.

(i) The capital stock and other equity interests of the Subsidiaries (the "Pledged Securities") will represent all of the capital stock and other equity interests of the Guarantors, and other Subsidiaries, if any, and represent all capital stock and other equity interests owned, directly or indirectly, by the Company. All of the Pledged Securities will be validly issued, fully paid and nonassessable, and the Company will be the legal and beneficial owner of the Pledged Securities, free and clear of any lien, security interest or other encumbrance except for the security interests created by this Agreement and other Permitted Liens.

(j) The ownership and other equity interests in partnerships and limited liability companies (if any) included in the Collateral (the "Pledged Interests") by their express terms do not provide that they are securities governed by Article 8 of the UCC and are not held in a securities account or by any financial intermediary.

(k) Except for Permitted Liens, each Debtor shall at all times maintain the liens and Security Interests provided for hereunder as valid and perfected first priority liens and security interests in the Collateral in favor of the Collateral Agent until this Agreement and the Security Interest hereunder shall be terminated pursuant to Section 11 hereof. Each Debtor hereby agrees to defend the same against the claims of any and all persons and entities. Each Debtor shall safeguard and protect all Collateral for the account of the Secured Parties. Upon request of the Collateral Agent, each Debtor will sign and deliver to the Collateral Agent on behalf of the Secured Parties at any time or from time to time one or more financing statements pursuant to the UCC in form reasonably satisfactory to the Collateral Agent and will pay the cost of filing the same in all public offices wherever filing is, or is deemed by the Collateral Agent to be, necessary or desirable to effect the rights and obligations provided for herein. Without limiting the generality of the foregoing, each Debtor shall pay all fees, taxes and other amounts necessary to maintain the Collateral and the Security Interests hereunder, and each Debtor shall obtain and furnish to the Collateral Agent from time to time, upon demand, such releases and/or subordinations of claims and liens which may be required to maintain the priority of the Security Interests hereunder.

(l) Other than with respect to Permitted Liens, no Debtor will transfer, pledge, hypothecate, encumber, license, sell or otherwise dispose of any of the Collateral (except for non-exclusive licenses granted by a Debtor in its ordinary course of business and sales of inventory by a Debtor in its ordinary course of business) without the prior written consent of a Majority in Interest.

(m) Each Debtor shall keep and preserve its equipment, inventory and other tangible Collateral in good condition, repair and order and shall not operate or locate any such Collateral (or cause to be operated or located) in any area excluded from insurance coverage.

(n) Each Debtor shall maintain with financially sound and reputable insurers, insurance with respect to the Collateral, including Collateral hereafter acquired, against loss or damage of the kinds and in the amounts customarily insured against by entities of established reputation having similar properties similarly situated and in such amounts as are customarily carried under similar circumstances by other such entities and otherwise as is prudent for entities engaged in similar businesses but in any event sufficient to cover the full replacement cost thereof. Each Debtor shall cause each insurance policy issued in connection herewith to provide, and the insurer issuing such policy to certify to the Collateral Agent, that (a) the Collateral Agent will be named as lender loss payee and additional insured under each such insurance policy; and (b) if such insurance is proposed to be cancelled or materially changed for any reason whatsoever, such insurer or the Company will promptly notify the Collateral Agent. In addition, the Collateral Agent will have the right (but no obligation) at its election to remedy any default in the payment of premiums within thirty (30) days of notice from the Company or the insurer of any such default. If no Event of Default (as defined

in the Notes) exists and if the proceeds arising out of any claim or series of related claims do not exceed \$100,000, loss payments in each instance will be applied by the applicable Debtor to the repair and/or replacement of property with respect to which the loss was incurred to the extent reasonably feasible, and any loss payments or the balance thereof remaining, to the extent not so applied, shall be payable to the applicable Debtor, provided, however, that payments received by any Debtor after an Event of Default occurs and is continuing or in excess of \$100,000 for any occurrence or series of related occurrences shall be paid to the Collateral Agent on behalf of the Secured Parties and, if received by such Debtor, shall be held in trust for the Secured Parties and immediately paid over to the Collateral Agent unless otherwise directed in writing by the Collateral Agent. Copies of such policies or the related certificates, in each case, naming the Collateral Agent as lender loss payee and additional insured shall be delivered to the Collateral Agent at least annually and at the time any new policy of insurance is issued.

(o) Each Debtor shall, within ten (10) days of obtaining knowledge thereof, advise the Collateral Agent promptly, in sufficient detail, of any material adverse change in the Collateral, and of the occurrence of any event which would have a material adverse effect on the value of the Collateral or on the Collateral Agent's security interest.

(p) Each Debtor shall promptly execute and deliver to the Collateral Agent such further deeds, mortgages, assignments, security agreements, financing statements or other instruments, documents, certificates and assurances and take such further action as the Collateral Agent may from time to time request and may in its sole discretion deem necessary to perfect, protect or enforce the Collateral Agent's security interest in the Collateral including, without limitation, one or more deposit account control agreements, and if applicable, the execution and delivery of a separate security agreement with respect to each Debtor's Intellectual Property ("Intellectual Property Security Agreement") in which the Collateral Agent has been granted a security interest hereunder, all substantially in forms reasonably acceptable to the Collateral Agent, which Intellectual Property Security Agreement, and other such documents and agreements other than as stated therein, shall be subject to all of the terms and conditions hereof.

(q) Each Debtor shall permit the Collateral Agent and its representatives and agents to inspect the Collateral during normal business hours and upon reasonable prior notice, and to make copies of records pertaining to the Collateral as may be reasonably requested by the Collateral Agent from time to time.

(r) Each Debtor shall take commercially reasonable steps necessary to diligently pursue and seek to preserve, enforce and collect any rights, claims, causes of action and accounts receivable in respect of the Collateral.

(s) Each Debtor shall promptly notify the Collateral Agent in sufficient detail upon becoming aware of any attachment, garnishment, execution or other legal process levied against any Collateral and of any other information received by such Debtor that may materially affect the value of the Collateral, the Security Interest or the rights and remedies of the Collateral Agent hereunder.

(t) All information heretofore, herein or hereafter supplied to the Collateral Agent by or on behalf of any Debtor with respect to the Collateral is accurate and complete in all material respects as of the date furnished.

(u) The Debtors shall at all times preserve and keep in full force and effect their respective valid existence and good standing and any rights and franchises material to its business.

(v) No Debtor will change its name, type of organization, jurisdiction of organization, organizational identification number (if it has one), legal or corporate structure, or identity, or add any new fictitious name unless it promptly (and in any event within 30 days following any such change or addition)

provides written notice to the Collateral Agent of such change and, at the time of such written notification, such Debtor provides any financing statements or fixture filings necessary to perfect and continue the perfection of the Security Interests granted and evidenced by this Agreement.

(w) Except in the ordinary course of business, no Debtor may consign any of its inventory or sell any of its inventory on bill and hold, sale or return, sale on approval, or other conditional terms of sale without the consent of the Collateral Agent which shall not be unreasonably withheld.

(x) No Debtor may relocate its chief executive office to a new location without providing 30 days prior written notification thereof to the Collateral Agent and so long as, at the time of such written notification, such Debtor provides any financing statements or fixture filings necessary to perfect and continue the perfection of the Security Interests granted and evidenced by this Agreement.

(y) Each Debtor was organized and remains organized solely under the laws of the state set forth next to such Debtor's name in Schedule D attached hereto, which Schedule D sets forth each Debtor's organizational identification number or, if any Debtor does not have one, states that one does not exist.

(z)

(i) The actual name of each Debtor is the name set forth in Schedule D attached hereto;

(ii) no Debtor has any trade names except as set forth on Schedule E attached hereto;

(iii) no Debtor has used any name other than that stated in the preamble hereto or as set forth on Schedule E for the preceding five years; and

(iv) no entity has merged into any Debtor or been acquired by any Debtor within the past five years except as set forth on Schedule E.

(aa) At any time and from time to time that any Collateral consists of instruments, certificated securities or other items that require or permit possession by the Collateral Agent to perfect the security interest created hereby, the applicable Debtor shall deliver such Collateral to the Collateral Agent.

(bb) Each Debtor, in its capacity as issuer, hereby agrees to comply with any and all orders and instructions of Collateral Agent regarding the Pledged Interests consistent with the terms of this Agreement without the further consent of any Debtor as contemplated by Section 8-106 (or any successor section) of the UCC. Further, each Debtor agrees that it shall not enter into a similar agreement (or one that would confer "control" within the meaning of Article 8 of the UCC) with any other person or entity.

(cc) Each Debtor shall cause all tangible chattel paper constituting Collateral to be delivered to the Collateral Agent or, if such delivery is not possible, then to cause such tangible chattel paper to contain a legend noting that it is subject to the security interest created by this Agreement. To the extent that any Collateral consists of electronic chattel paper, the applicable Debtor shall cause the underlying chattel paper to be "marked" within the meaning of Section 9-105 of the UCC (or successor section thereto).

(dd) If there is any investment property or deposit account included as Collateral that can be perfected by "control" through an account control agreement, the applicable Debtor shall cause such an account control agreement, in form and substance in each case satisfactory to the Collateral Agent, to be entered into and delivered to the Collateral Agent for the benefit of the Secured Parties.

(ee) To the extent that any Collateral consists of letter-of-credit rights, the applicable Debtor

shall cause the issuer of each underlying letter of credit to consent to an assignment of the proceeds thereof to the Collateral Agent.

(ff) To the extent that any Collateral is in the possession of any third party, the applicable Debtor shall join with the Collateral Agent in notifying such third party of the Collateral Agent's security interest in such Collateral and shall use its commercially reasonable best efforts to obtain an acknowledgement and agreement from such third party with respect to the Collateral, in form and substance reasonably satisfactory to the Collateral Agent.

(gg) If any Debtor shall at any time hold or acquire a commercial tort claim, such Debtor shall promptly notify the s in a writing signed by such Debtor of the particulars thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Collateral Agent.

(hh) Each Debtor shall immediately provide written notice to the Collateral Agent of any and all accounts in excess of \$50,000 which arise out of contracts with any governmental authority and, to the extent necessary to perfect or continue the perfected status of the Security Interests in such accounts and proceeds thereof, shall execute and deliver to the Collateral Agent an assignment of claims for such accounts and cooperate with the Collateral Agent in taking any other steps required, in its judgment, under the Federal Assignment of Claims Act or any similar federal, state or local statute or rule to perfect or continue the perfected status of the Security Interests in such accounts and proceeds thereof.

(ii) Each Debtor shall cause each subsidiary of such Debtor to immediately become a party hereto (an "Additional Debtor"), by executing and delivering an Additional Debtor Joinder in substantially the form of Annex A attached hereto, comply with the provisions hereof applicable to the Debtors and deliver a completed form of Guaranty annexed hereto as Annex B. Such Guaranty hereafter to be deemed a Transaction Document. Concurrent therewith, the Additional Debtor shall deliver replacement schedules for, or supplements to all other Schedules to (or referred to in) this Agreement, as applicable, which replacement schedules shall supersede, or supplements shall modify, the Schedules then in effect. The Additional Debtor shall also deliver such opinions of counsel, authorizing resolutions, good standing certificates, incumbency certificates, organizational documents, financing statements and other information and documentation as the Collateral Agent may reasonably request. Upon delivery of the foregoing to the Collateral Agent, the Additional Debtor shall be and become a party to this Agreement with the same rights and obligations as the Debtors, for all purposes hereof as fully and to the same extent as if it were an original signatory hereto and shall be deemed to have made the representations, warranties and covenants set forth herein as of the date of execution and delivery of such Additional Debtor Joinder, and all references herein to the "Debtors" shall be deemed to include each Additional Debtor.

(jj) Each Debtor shall vote the Pledged Securities to comply with the covenants and agreements set forth herein and in the Notes.

(kk) Each Debtor shall register the pledge of the applicable Pledged Securities on the books of such Debtor. Each Debtor shall notify each issuer of Pledged Securities to register the pledge of the applicable Pledged Securities in the name of the Collateral Agent on the books of such issuer. Further, except with respect to certificated securities delivered to the Collateral Agent, the applicable Debtor shall deliver to Collateral Agent an acknowledgement of pledge (which, where appropriate, shall comply with the requirements of the relevant UCC with respect to perfection by registration) signed by the issuer of the applicable Pledged Securities, which acknowledgement shall confirm that: (a) it has registered the pledge on its books and records; and (b) at any time directed by Collateral Agent during the continuation of an Event of Default, such issuer will transfer the record ownership of such Pledged Securities into the name of any designee of Collateral Agent, will take such steps as may be necessary to effect the transfer, and will comply

with all other instructions of Collateral Agent regarding such Pledged Securities without the further consent of the applicable Debtor.

(ll) In the event that, upon an occurrence of an Event of Default, Collateral Agent shall sell all or any of the Pledged Securities to another party or parties (herein called the "Transferee") or shall purchase or retain all or any of the Pledged Securities, each Debtor shall, to the extent applicable: (i) deliver to Collateral Agent or the Transferee, as the case may be, the articles of incorporation, bylaws, minute books, stock certificate books, corporate seals, deeds, leases, indentures, agreements, evidences of indebtedness, books of account, financial records and all other Organizational Documents and records of the Debtors and their direct and indirect subsidiaries; (ii) use its best efforts to obtain resignations of the persons then serving as officers and directors of the Debtors and their direct and indirect subsidiaries, if so requested; and (iii) use its best efforts to obtain any approvals that are required by any governmental or regulatory body in order to permit the sale of the Pledged Securities to the Transferee or the purchase or retention of the Pledged Securities by Collateral Agent and allow the Transferee or Collateral Agent to continue the business of the Debtors and their direct and indirect subsidiaries.

(mm) Without limiting the generality of the other obligations of the Debtors hereunder, each Debtor shall (i) cause to be registered at the United States Copyright Office all of its material copyrights (other than copyrights in software), (ii) cause the security interest contemplated hereby with respect to all Intellectual Property registered at the United States Copyright Office or United States Patent and Trademark Office to be duly recorded at the applicable office, and (iii) give the Collateral Agent notice whenever it acquires (whether absolutely or by license) or creates any additional material Intellectual Property.

(nn) Each Debtor will from time to time, at the joint and several expense of the Debtors, promptly execute and deliver all such further instruments and documents, and take all such further action as may be necessary or desirable, or as the Collateral Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce their rights and remedies hereunder and with respect to any Collateral or to otherwise carry out the purposes of this Agreement.

(oo) Schedule F attached hereto lists all of the patents, patent applications, trademarks, trademark applications, registered copyrights, and domain names owned by any of the Debtors as of the date hereof. Schedule F lists all material licenses in favor of any Debtor for the use of any patents, trademarks, copyrights and domain names as of the date hereof. All material patents and trademarks of the Debtors have been duly recorded at the United States Patent and Trademark Office and all material copyrights of the Debtors have been duly recorded at the United States Copyright Office.

(pp) Except as set forth on Schedule G attached hereto, none of the account debtors or other persons or entities obligated on any of the Collateral is a governmental authority covered by the Federal Assignment of Claims Act or any similar federal, state or local statute or rule in respect of such Collateral.

5. **Effect of Pledge on Certain Rights.** If any of the Collateral subject to this Agreement consists of nonvoting equity or ownership interests (regardless of class, designation, preference or rights) that may be converted into voting equity or ownership interests upon the occurrence of certain events (including, without limitation, upon the transfer of all or any of the other stock or assets of the issuer), it is agreed that the pledge of such equity or ownership interests pursuant to this Agreement or the enforcement of any of Collateral Agent's rights hereunder shall not be deemed to be the type of event which would trigger such conversion rights notwithstanding any provisions in the Organizational Documents or agreements to which any Debtor is subject or to which any Debtor is party.

6. **Defaults.** The following events shall be "Events of Default":

- (a) The occurrence of an Event of Default (as defined in the Notes) under the Notes;
- (b) Any representation or warranty of any Debtor in this Agreement shall prove to have been incorrect in any material respect when made;
- (c) The failure by any Debtor to observe or perform any of its obligations hereunder for five (5) days after delivery to such Debtor of notice of such failure by or on behalf of a Secured Party unless such default is capable of cure but cannot be cured within such time frame and such Debtor is using best efforts to cure same in a timely fashion; or
- (d) If any provision of this Agreement shall at any time for any reason be declared to be null and void, or the validity or enforceability thereof shall be contested by any Debtor, or a proceeding shall be commenced by any Debtor, or by any governmental authority having jurisdiction over any Debtor, seeking to establish the invalidity or unenforceability thereof, or any Debtor shall deny that any Debtor has any liability or obligation purported to be created under this Agreement.

7. Duty to Hold In Trust.

(a) Upon the occurrence of any Event of Default and at any time thereafter, each Debtor shall, upon receipt of any revenue, income, dividend, interest or other sums subject to the Security Interests, whether payable pursuant to the Notes or otherwise, or of any check, draft, note, trade acceptance or other instrument evidencing an obligation to pay any such sum, hold the same in trust for the Collateral Agent and shall forthwith endorse and transfer any such sums or instruments, or both, to the Collateral Agent, for application to the satisfaction of the Obligations.

(b) If any Debtor shall become entitled to receive or shall receive any securities or other property (including, without limitation, shares of Pledged Securities or instruments representing Pledged Securities acquired after the date hereof, or any options, warrants, rights or other similar property or certificates representing a dividend, or any distribution in connection with any recapitalization, reclassification or increase or reduction of capital, or issued in connection with any reorganization of such Debtor or any of its direct or indirect Subsidiaries) in respect of the Pledged Securities (whether as an addition to, in substitution of, or in exchange for, such Pledged Securities or otherwise), such Debtor agrees to (i) accept the same on behalf of and as agent for the Collateral Agent and Secured Parties; (ii) hold the same in trust on behalf of and for the benefit of the Collateral Agent and Secured Parties; and (iii) to deliver any and all certificates or instruments evidencing the same to Collateral Agent on or before the close of business on the fifth business day following the receipt thereof by such Debtor, in the exact form received together with the Necessary Endorsements, to be held by Collateral Agent subject to the terms of this Agreement as Collateral.

8. Rights and Remedies Upon Default.

(a) After the occurrence and during the continuance of any Event of Default, the Collateral Agent may (and shall at the request of the Majority in Interest) exercise all of the remedies conferred hereunder and under the Notes, and the Collateral Agent shall have all the rights and remedies of a secured party under the UCC. Without limitation, the Collateral Agent, for the benefit of the Secured Parties, shall have the following rights and powers:

(i) The Collateral Agent shall have the right to take possession of the Collateral and, for that purpose, enter, with the aid and assistance of any person, any premises where the Collateral, or any part thereof, is or may be placed and remove the same, so long as the same can be accomplished

without breach of the peace and otherwise in compliance with applicable law, and each Debtor shall assemble the Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select, whether at such Debtor's premises or elsewhere, and make available to the Collateral Agent, without rent, all of such Debtor's respective premises and facilities for the purpose of the Collateral Agent taking possession of, removing or putting the Collateral in saleable or disposable form.

(ii) Upon notice to the Debtors by Collateral Agent, all rights of each Debtor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise and all rights of each Debtor to receive the dividends and interest which it would otherwise be authorized to receive and retain, shall cease. Upon such notice, Collateral Agent shall have the right to receive, for the benefit of the Secured Parties, any interest, cash dividends or other payments on the Collateral and, at the option of Collateral Agent, to exercise in such Collateral Agent's discretion all voting rights pertaining thereto. Without limiting the generality of the foregoing, Collateral Agent shall have the right (but not the obligation) to exercise all rights with respect to the Collateral as it were the sole and absolute owner thereof, including, without limitation, to vote and/or to exchange, at its sole discretion, any or all of the Collateral in connection with a merger, reorganization, consolidation, recapitalization or other readjustment concerning or involving the Collateral or any Debtor or any of its direct or indirect subsidiaries.

(iii) The Collateral Agent shall have the right to operate the business of each Debtor using the Collateral and shall have the right to assign, sell, lease or otherwise dispose of and deliver all or any part of the Collateral, at public or private sale or otherwise, either with or without special conditions or stipulations, for cash or on credit or for future delivery, in such parcel or parcels and at such time or times and at such place or places, and upon such terms and conditions as are commercially reasonable. Upon each such sale, lease, assignment or other transfer or disposition of Collateral, the Collateral Agent, for the benefit of the Secured Parties, may, unless prohibited by applicable law which cannot be waived, purchase all or any part of the Collateral being sold, free from and discharged of all trusts, claims, right of redemption and equities of any Debtor, which are hereby waived and released.

(iv) The Collateral Agent shall have the right (but not the obligation) to notify any account debtors and any obligors under instruments or accounts to make payments directly to the Collateral Agent, on behalf of the Secured Parties, and to enforce the Debtors' rights against such account debtors and obligors.

(v) The Collateral Agent, for the benefit of the Secured Parties, may (but is not obligated to) direct any financial intermediary or any other person or entity holding any investment property to transfer the same to the Collateral Agent, on behalf of the Secured Parties, or its designee.

(vi) The Collateral Agent may (but is not obligated to) transfer any or all Intellectual Property registered in the name of any Debtor at the United States Patent and Trademark Office and/or Copyright Office into the name of the Secured Parties or any designee or any purchaser of any Collateral.

(b) The Collateral Agent shall comply with any applicable law in connection with a disposition of Collateral and such compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. The Collateral Agent may sell the Collateral without giving any warranties and may specifically disclaim such warranties. If the Collateral Agent sells any of the Collateral on credit, the Debtors will only be credited with payments actually made by the purchaser. In addition, each Debtor waives

any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Collateral Agent's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

(c) For the purpose of enabling the Collateral Agent to further exercise rights and remedies under this Section 8 or elsewhere provided by agreement or applicable law, each Debtor hereby grants to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Debtor) to use, license or sublicense following an Event of Default, any Intellectual Property now owned or hereafter acquired by such Debtor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

9. **Applications of Proceeds.** The proceeds of any such sale, lease or other disposition of the Collateral hereunder or from payments made on account of any insurance policy insuring any portion of the Collateral shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like (including, without limitation, any taxes, fees and other costs incurred in connection therewith) of the Collateral, to the reasonable attorneys' fees and expenses incurred by the Collateral Agent in enforcing its rights hereunder and in connection with collecting, storing and disposing of the Collateral, and then to satisfaction of the Obligations pro rata among the Secured Parties (based on then-outstanding principal amounts of Notes at the time of any such determination), and to the payment of any other amounts required by applicable law, after which the Collateral Agent shall pay to the applicable Debtor any surplus proceeds. If, upon the sale, license or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Secured Parties are legally entitled, the Debtors will be liable for the deficiency, together with interest thereon, at the rate of 12% per annum or the lesser amount permitted by applicable law (the "Default Rate"), and the reasonable fees of any attorneys employed by the Collateral Agent to collect such deficiency. To the extent permitted by applicable law, each Debtor waives all claims, damages and demands against the Collateral Agent or the Secured Parties arising out of the repossession, removal, retention or sale of the Collateral, unless due solely to the gross negligence or willful misconduct of the Collateral Agent or the Secured Parties as determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction.

10. **Securities Law Provision.** Each Debtor recognizes that Collateral Agent may be limited in its ability to effect a sale to the public of all or part of the Pledged Securities by reason of certain prohibitions in the Securities Act of 1933, as amended, or other federal or state securities laws (collectively, the "Securities Laws"), and may be compelled to resort to one or more sales to a restricted group of purchasers who may be required to agree to acquire the Pledged Securities for their own account, for investment and not with a view to the distribution or resale thereof. Each Debtor agrees that sales so made may be at prices and on terms less favorable than if the Pledged Securities were sold to the public, and that Collateral Agent has no obligation to delay the sale of any Pledged Securities for the period of time necessary to register the Pledged Securities for sale to the public under the Securities Laws. Each Debtor shall cooperate with Collateral Agent in its attempt to satisfy any requirements under the Securities Laws applicable to the sale of the Pledged Securities by Collateral Agent.

11. **Costs and Expenses.** Each Debtor agrees to pay all reasonable fees, costs and expenses incurred in connection with any filing required hereunder, including without limitation, any financing statements pursuant to the UCC, continuation statements, partial releases and/or termination statements related thereto or any expenses of any searches reasonably required by the Collateral Agent. The Debtors shall also pay all other claims and charges which in the reasonable opinion of the Collateral Agent is reasonably likely to prejudice, imperil or otherwise affect the Collateral or the Security Interests therein. The Debtors will also, upon demand, pay to the Collateral Agent the amount of any and all reasonable out-of-pocket expenses,

including the reasonable fees and expenses of its counsel and of any experts and agents, which the Collateral Agent, for the benefit of the Secured Parties, may incur in connection with (i) the enforcement of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, or (iii) the exercise or enforcement of any of the rights of the Secured Parties under the Notes. Until so paid, any fees payable hereunder shall be added to the principal amount of the Notes and shall bear interest at the Default Rate.

12. **Responsibility for Collateral.** The Debtors assume all liabilities and responsibility in connection with all Collateral, and the Obligations shall in no way be affected or diminished by reason of the loss, destruction, damage or theft of any of the Collateral or its unavailability for any reason. Without limiting the generality of the foregoing, (a) neither the Collateral Agent nor any Secured Party (i) has any duty (either before or after an Event of Default) to collect any amounts in respect of the Collateral or to preserve any rights relating to the Collateral, or (ii) has any obligation to clean-up or otherwise prepare the Collateral for sale, and (b) each Debtor shall remain obligated and liable under each contract or agreement included in the Collateral to be observed or performed by such Debtor thereunder. Neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Collateral Agent or any Secured Party of any payment relating to any of the Collateral, nor shall the Collateral Agent or any Secured Party be obligated in any manner to perform any of the obligations of any Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Collateral Agent or to which the Collateral Agent or any Secured Party may be entitled at any time or times.

13. **Security Interests Absolute.** All rights of the Secured Parties and Collateral Agent and all obligations of the Debtors hereunder, shall be absolute and unconditional, irrespective of: (a) any lack of validity or enforceability of this Agreement, the Notes or any agreement entered into in connection with the foregoing, or any portion hereof or thereof; (b) any change in the time, manner or place of payment or performance of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Notes or any other agreement entered into in connection with the foregoing; (c) any exchange, release or non-perfection of any of the Collateral, or any release or amendment or waiver of or consent to departure from any other collateral for, or any guarantee, or any other security, for all or any of the Obligations; (d) any action by the Collateral Agent to obtain, adjust, settle and cancel in its sole discretion any insurance claims or matters made or arising in connection with the Collateral; or (e) any other circumstance which might otherwise constitute any legal or equitable defense available to a Debtor, or a discharge of all or any part of the Security Interests granted hereby. Until the Obligations shall have been paid and performed in full, the rights of the Secured Parties and Collateral Agent shall continue even if the Obligations are barred for any reason, including, without limitation, the running of the statute of limitations or bankruptcy. Each Debtor expressly waives presentment, protest, notice of protest, demand, notice of nonpayment and demand for performance. In the event that at any time any transfer of any Collateral or any payment received by the Secured Parties hereunder shall be deemed by final order of a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under the bankruptcy or insolvency laws of the United States, or shall be deemed to be otherwise due to any party other than the Secured Parties, then, in any such event, each Debtor's obligations hereunder shall survive cancellation of this Agreement, and shall not be discharged or satisfied by any prior payment thereof and/or cancellation of this Agreement, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof. Each Debtor waives all right to require the Secured Parties and Collateral Agent to proceed against any other person or entity or to apply any Collateral which the Collateral Agent may hold at any time, or to marshal assets, or to pursue any other remedy. Each Debtor waives any defense arising by reason of the application of the statute of limitations to any obligation secured hereby.

14. **Term of Agreement.** This Agreement and the Security Interests shall terminate on the date on which all payments under the Notes have been indefeasibly paid in full and all other Obligations have been paid or discharged; provided, however, that all indemnities of the Debtors contained in this Agreement (including, without limitation, Annex C hereto) shall survive and remain operative and in full force and effect regardless of the termination of this Agreement.

15. **Power of Attorney; Further Assurances.**

(a) Each Debtor authorizes the Collateral Agent, and does hereby make, constitute and appoint the Collateral Agent and its officers, agents, successors or assigns with full power of substitution, as such Debtor's true and lawful attorney-in-fact, with power, in the name of the Collateral Agent or such Debtor, after the occurrence and during the continuance of an Event of Default, (i) to endorse any note, checks, drafts, money orders or other instruments of payment (including, without limitation, payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of the Collateral Agent; (ii) to sign and endorse any financing statement pursuant to the UCC or any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts, and other documents relating to the Collateral; (iii) to pay or discharge taxes, liens, security interests or other encumbrances at any time levied or placed on or threatened against the Collateral; (iv) to demand, collect, receipt for, compromise, settle and sue for monies due in respect of the Collateral; (v) to transfer any Intellectual Property or provide licenses respecting any Intellectual Property; and (vi) generally, at the option of the Collateral Agent, and at the expense of the Debtors, at any time, or from time to time, to execute and deliver any and all documents and instruments and to do all acts and things which the Collateral Agent deems necessary to protect, preserve and realize upon the Collateral and the Security Interests granted therein in order to effect the intent of this Agreement and the Notes all as fully and effectually as the Debtors might or could do; and each Debtor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding. The designation set forth herein shall be deemed to amend and supersede any inconsistent provision in the Organizational Documents or other documents or agreements to which any Debtor is subject or to which any Debtor is a party. Without limiting the generality of the foregoing, after the occurrence and during the continuance of an Event of Default, Collateral Agent is specifically authorized to execute and file any applications for or instruments of transfer and assignment of any patents, trademarks, copyrights or other Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office.

(b) On a continuing basis, each Debtor will make, execute, acknowledge, deliver, file and record, as the case may be, with the proper filing and recording agencies in any jurisdiction, including, without limitation, the jurisdictions indicated on Schedule D attached hereto, all such instruments, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by the Collateral Agent, to perfect the Security Interests granted hereunder and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Collateral Agent the grant or perfection of a perfected security interest in all the Collateral under the UCC.

(c) Each Debtor hereby irrevocably appoints the Collateral Agent as such Debtor's attorney-in-fact, with full authority in the place and instead of such Debtor and in the name of such Debtor, from time to time in the Collateral Agent's discretion, to take any action and to execute any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including the filing, in its sole discretion, of one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of such Debtor where permitted by law, which financing statements may (but need not) describe the Collateral as "all assets" or "all personal property" or

words of like import, and ratifies all such actions taken by the Collateral Agent. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding.

16. **Notices.** All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (a) personally served, (b) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by a reputable overnight courier service with charges prepaid, or (d) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours), or the first business day following such delivery (if delivered other than on a business day during normal business hours), (ii) on the first business day following the date deposited with an overnight courier service with charges prepaid, or (iii) on the fifth business day following the date of mailing pursuant to subpart (b) above, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

To Debtor, to: Cambridge Heart, Inc.
100 Ames Pond Drive
Tewksbury, MA 01876
Attn: Vincenzo LiCausi, Chief Financial Officer
Fax: (978) 654-4501

With a copy by fax only to (which shall not constitute notice):

Nutter McClennen & Fish LLP
Seaport West
155 Seaport Boulevard
Boston, MA 02210
Attn: Michelle L. Basil, Esq.
Fax: (617) 310-9477

If to the Collateral Agent, to:

Collateral Agent LLC
122 East 57th Street, 3rd Floor
New York, New York 10022
Attn: General Counsel
Fax: (212) 245-9101 Attn: General Counsel
Fax: (212) 245-9101

If to the Collateral Agent, with a copy by telecopier only to:

Grushko & Mittman, P.C.
515 Rockaway Avenue
Valley Stream, New York 11581
Fax: (212) 697-3575

17. **Other Security.** To the extent that the Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other person, firm, corporation or

other entity, then the Collateral Agent shall have the right, in its sole discretion, to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of the Collateral Agent's rights and remedies hereunder.

18. **Appointment of Collateral Agent.** By executing this Agreement where indicated below, or by executing a Secured Party Joinder hereto, the Secured Parties hereby appoint the Collateral Agent for purposes of exercising any and all rights and remedies of the Secured Parties hereunder and acknowledge that (a) such appointment shall continue until revoked in writing by a Majority in Interest, at which time a Majority in Interest shall appoint a new Collateral Agent, and (b) the Collateral Agent shall have the rights, responsibilities and immunities set forth in Annex C hereto.

19. **Miscellaneous.**

(a) No course of dealing between the Debtors and the Collateral Agent or the Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent or the Secured Parties, any right, power or privilege hereunder or under the Notes shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) All of the rights and remedies of the Collateral Agent and Secured Parties with respect to the Collateral, whether established hereby or by the Notes or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

(c) This Agreement, together with the exhibits and schedules hereto, the Notes, the Subscription Agreement and the Guarantees contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into this Agreement and the exhibits and schedules hereto. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Debtors and Collateral Agent (acting upon instructions from the Majority in Interest) or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought.

(d) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(e) No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

(f) This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Debtors may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Collateral Agent, acting upon instructions from the Majority in Interest (other than by merger). Any Secured Party may assign any or all of its rights under this

Agreement to any Person, provided such transferee agrees in writing to be bound by the provisions of this Agreement that apply to the "Secured Parties."

(g) Each party shall take such further action and execute and deliver such further documents as may be necessary or appropriate in order to carry out the provisions and purposes of this Agreement.

(h) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each Debtor agrees that all proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and the Notes (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York, Borough of Manhattan. Each Debtor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such proceeding is improper. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. If any party shall commence a proceeding to enforce any provisions of this Agreement, then the prevailing party in such proceeding shall be reimbursed by the other party for its reasonable attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such proceeding.

(i) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(j) All Debtors shall jointly and severally be liable for the Obligations.

(k) Each Debtor shall indemnify, reimburse and hold harmless the Collateral Agent and the Secured Parties and their respective partners, members, shareholders, officers, directors, employees and agents (and any other persons with other titles that have similar functions) (collectively, "Indemnitees") from and against any and all losses, claims, liabilities, damages, penalties, suits, costs and expenses, of any kind or nature, (including fees relating to the cost of investigating and defending any of the foregoing) imposed on, incurred by or asserted against such Indemnitee in any way related to or arising from or alleged to arise from this Agreement or the Collateral, except any such losses, claims, liabilities, damages, penalties, suits, costs and expenses which result from the gross negligence or willful misconduct of the Indemnitee as determined by a final, nonappealable decision of a court of competent jurisdiction. This indemnification provision is in addition to, and not in limitation of, any other indemnification provision in the Notes, the Subscription Agreement (as such term is defined in the Notes) or any other agreement, instrument or other document executed or delivered in connection herewith or therewith.

(l) Nothing in this Agreement shall be construed to subject Collateral Agent or any Secured

Party to liability as a partner in any Debtor or any of its direct or indirect subsidiaries that is a partnership or as a member in any Debtor or any of its direct or indirect subsidiaries that is a limited liability company, nor shall Collateral Agent or any Secured Party be deemed to have assumed any obligations under any partnership agreement or limited liability company agreement, as applicable, of any such Debtor or any of its direct or indirect subsidiaries or otherwise, unless and until any such Secured Party exercises its right to be substituted for such Debtor as a partner or member, as applicable, pursuant hereto.

(m) To the extent that the grant of the security interest in the Collateral and the enforcement of the terms hereof require the consent, approval or action of any partner or member, as applicable, of any Debtor or any direct or indirect subsidiary of any Debtor or compliance with any provisions of any of the Organizational Documents, the Debtors hereby grant such consent and approval and waive any such noncompliance with the terms of said documents.

(n) The Debtors shall be responsible for the \$5,000 set-up fee charged by the Collateral Agent which shall be paid at the closing. Further, in addition to the foregoing, upon the occurrence of an Event of Default, the Secured Parties collectively shall pay the Collateral Agent the sum of \$10,000 on account, to apply against an hourly fee of \$350 to be paid to the Collateral Agent by the Secured Parties for services rendered pursuant to this Agreement. All payments due to the Collateral Agent under this Agreement including reimbursements must be paid when billed. The Collateral Agent may refuse to act on behalf of or make a distribution to any Secured Party who is not current in payments to the Collateral Agent. Payments required pursuant to this Agreement shall be pari passu to the Secured Parties' interests in the Notes. The Collateral Agent is hereby authorized to deduct any sums due the Collateral Agent from Collateral in the Collateral Agent's possession.

(o) Collateral Agent may generally engage in any kind of business with a Secured Party or Debtors any subsidiary or affiliate thereof as if it had not entered into this Agreement. Collateral Agent and its affiliates and their officers, directors, employees, and agents (including legal counsel) may now or hereafter be engaged in one or more transactions with either a Secured Party or the Debtors or may act as trustee, agent or representative of either a Secured Party or the Debtors, or otherwise be engaged in other transactions with such parties (collectively, the "Other Activities"). Without limiting the foregoing, Collateral Agent and its affiliates and their officers, directors, employees, and agents (including legal counsel) shall not be responsible to account to a Secured Party or the Debtors for such other activities.

20. **Secured Party Joinder.** Certain of the Initial Notes and the 2012 Notes will be sold and acquired in connection with one or more Additional Offerings. Each holder of a Note acquired in an Additional Offering and the Company shall execute a joinder in substantially the form attached hereto as Annex D (a "Secured Party Joinder"). From and after the date of its execution and delivery of a Secured Party Joinder by such holder and the Company and delivery of the same to the Collateral Agent, each such holder shall be deemed to be a Secured Party hereunder and shall be entitled to the benefits of, and shall be deemed to have assumed the obligations of, a Secured Party hereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed on the day and year first above written.

CAMBRIDGE HEART, INC.

By: 
Name: *Ab Hashish-mood*
Title: *President & CEO*

COLLATERAL AGENT

COLLATERAL AGENTS LLC

By: _____
Name:
Title:

[-SIGNATURE PAGES OF THE SECURED PARTIES FOLLOW-]

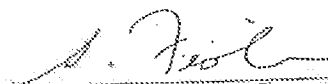
IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed on the day and year first above written.

CAMBRIDGE HEART, INC.

By: _____
Name:
Title:

COLLATERAL AGENT

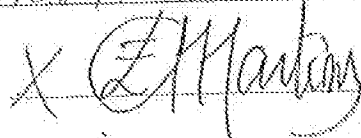
COLLATERAL AGENTS LLC

By:  _____
Name: Seth S. Fishman
Title: President

[SIGNATURE PAGES OF THE SECURED PARTIES FOLLOW-]

[SIGNATURE PAGE OF SECURED PARTY TO CAMBRIDGE HEART, INC. SECURITY AGREEMENT]

Name of Secured Party: Lois Martins

Signature of Authorized Signatory of Secured Party: X 

Name of Authorized Signatory: Lois Martins

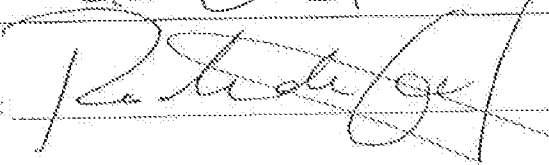
Title of Authorized Signatory: _____

Address, telephone number and facsimile number of Secured Party:

18810 Beacon St.
Waban/Newton, MA 02468

[SIGNATURE PAGE OF SECURED PARTY TO CAMBRIDGE HEART, INC. SECURITY AGREEMENT]

Name of Secured Party: Roderick de Greef

Signature of Authorized Signatory of Secured Party: 

Name of Authorized Signatory: Roderick de Greef

Title of Authorized Signatory: _____

Address, telephone number and facsimile number of Secured Party:

c/o Cambridge Heart, Inc.
100 Ames Pond Drive
Tewksbury, MA 01870

[SIGNATURE PAGE OF SECURED PARTY TO CAMBRIDGE HEART, INC. SECURITY AGREEMENT]

Name of Secured Party: ALPHA CAPITAL ANSTALT

Signature of Authorized Signatory of Secured Party: _____

Name of Authorized Signatory: _____

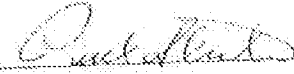
Title of Authorized Signatory: _____

Address, telephone number and facsimile number of Secured Party:

Pradafant 7
9490 Furstentums
Vaduz, Lichtenstein
Fax No.: 011-42-32323196

[SIGNATURE PAGE OF SECURED PARTY TO CAMBRIDGE HEART, INC. SECURITY AGREEMENT]

Name of Secured Party: Osiris Investment Partners, LP

Signature of Authorized Signatory of Secured Party: X 

Name of Authorized Signatory: Paul Stuka

Title of Authorized Signatory: Principal & Managing Member

Address, telephone number and facsimile number of Secured Party:

One Liberty Square S/F1

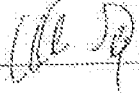
Boston, MA 02109

(617) 439-9094

[SIGNATURE PAGE OF SECURED PARTY TO CAMBRIDGE HEART, INC. SECURITY AGREEMENT]

Cranshire Capital Master Fund, Ltd.

Name of Secured Party: _____

Signature of Authorized Signatory of Secured Party: _____ 

Name of Authorized Signatory: _____ *Keith A. Goodman*
Authorized Signatory

Title of Authorized Signatory: _____

Address, telephone number and facsimile number of Secured Party:

_____ *3100 Dundee Road, Suite 703*
_____ *Northbrook, IL 60062*

_____ *Ph 847-562-9030*

_____ *FAX 847-562-9031*

ANNEX A
to
SECURITY AGREEMENT

FORM OF ADDITIONAL DEBTOR JOINDER

Security Agreement dated as of January ____, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of
the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

Reference is made to the Security Agreement as defined above; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference in, the Security Agreement.

The undersigned hereby agrees that upon delivery of this Additional Debtor Joinder to the Secured Parties referred to above, the undersigned shall (a) be an Additional Debtor under the Security Agreement, (b) have all the rights and obligations of the Debtors under the Security Agreement as fully and to the same extent as if the undersigned was an original signatory thereto and (c) be deemed to have made the representations and warranties set forth therein as of the date of execution and delivery of this Additional Debtor Joinder. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE UNDERSIGNED SPECIFICALLY GRANTS TO THE SECURED PARTIES A SECURITY INTEREST IN THE COLLATERAL AS MORE FULLY SET FORTH IN THE SECURITY AGREEMENT AND ACKNOWLEDGES AND AGREES TO THE WAIVER OF JURY TRIAL PROVISIONS SET FORTH THEREIN.

Attached hereto are supplemental and/or replacement Schedules to the Security Agreement, as applicable.

An executed copy of this Joinder shall be delivered to the Secured Parties, and the Secured Parties may rely on the matters set forth herein on or after the date hereof. This Joinder shall not be modified, amended or terminated without the prior written consent of the Collateral Agent, acting upon instructions from the Majority in Interest.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in the name and on behalf of the undersigned.

[Name of Additional Debtor]

By:

Name:

Title:

Address:

Dated:

ANNEX B
to
SECURITY AGREEMENT

FORM OF SUBSIDIARY GUARANTY

1. Identification.

This Guaranty (the "Guaranty"), dated as of [REQUIRES COMPLETION], is entered into by [REQUIRES COMPLETION], a [REQUIRES COMPLETION] corporation ("Guarantor"), for the benefit of the Collateral Agent identified below and the parties identified on Schedule A hereto (each a "Lender" and collectively, the "Lenders").

2. Recitals.

2.1 Guarantor is a direct or indirect subsidiary of Cambridge Heart, Inc., a Delaware corporation ("Parent"). The Lenders have made and/or are making loans to Parent (the "Loans"). Guarantor will obtain substantial benefit from the proceeds of the Loans.

2.2 The Loans are and will be evidenced by certain senior secured promissory notes (collectively, "Note" or "Notes") issued by Parent before, on, about or after the date of this Guaranty pursuant to the subscription agreements dated at or about January ____, 2012 and February ____, 2012 (collectively, the "Subscription Agreement"). The Notes are further described on Schedule A hereto and were and or will be executed by Parent as "Borrower" for the benefit of each Lender as the "Holder" thereof.

2.3 In consideration of the Loans made and to be made by Lenders to Parent and for other good and valuable consideration, and as security for the performance by Parent of its obligations under the Notes and as security for the repayment of the Loans and all other sums due from Debtor to Lenders arising under the Notes (collectively, the "Obligations"), Guarantor, for good and valuable consideration, receipt of which is acknowledged, has agreed to enter into this Guaranty.

2.4 The Lenders have appointed Collateral Agents LLC as Collateral Agent pursuant to that certain Security Agreement dated at or about the date of this Agreement ("Security Agreement"), among the Company, the Lenders and Collateral Agent.

3. Guaranty.

3.1 Guaranty. Guarantor hereby unconditionally and irrevocably guarantees, jointly and severally with any other guarantor of the Obligations, the punctual payment, performance and observance when due, whether at stated maturity, by acceleration or otherwise, of all of the Obligations now or hereafter existing, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any insolvency, bankruptcy or reorganization of Parent, whether or not constituting an allowed claim in such proceeding), fees, commissions, expense reimbursements, liquidated damages, indemnifications or otherwise arising under the Notes, Security Agreement or any other Transaction Document (as defined in the Subscription Agreement) (such obligations, to the extent not paid by Parent being the "Guaranteed Obligations" and included in the definition of Obligations), and agrees to pay any and all reasonable costs, fees and expenses (including reasonable counsel fees and expenses) incurred by Collateral Agent and the Lenders in enforcing any rights under the guaranty set forth herein. Without limiting the generality of the foregoing, Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by Parent to Collateral Agent and the Lenders, but for the

fact that they are unenforceable or not allowable due to the existence of an insolvency, bankruptcy or reorganization involving Parent.

3.2 Guaranty Absolute. Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Notes, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of Collateral Agent or the Lenders with respect thereto. The obligations of Guarantor under this Guaranty is independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against Guarantor to enforce such obligations, irrespective of whether any action is brought against Parent or any other guarantor or whether Parent or any other guarantor is joined in any such action or actions. The liability of Guarantor under this Guaranty constitutes a primary obligation, and not a contract of surety, and to the extent permitted by law, shall be irrevocable, absolute and unconditional irrespective of, and Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

- (a) any lack of validity of the Notes or any agreement or instrument relating thereto;
- (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from the Notes, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to Parent or otherwise;
- (c) any taking, exchange, release, subordination or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;
- (d) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of Parent; or
- (e) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by Collateral Agent or the Lenders that might otherwise constitute a defense available to, or a discharge of, Parent or any other guarantor or surety.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by Collateral Agent, the Lenders or any other entity upon the insolvency, bankruptcy or reorganization of the Parent or otherwise (and whether as a result of any demand, settlement, litigation or otherwise), all as though such payment had not been made.

3.3 Waiver. Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Guaranty and any requirement that Collateral Agent or the Lenders exhaust any right or take any action against any Borrower or any other person or entity or any Collateral. Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 3.3 is knowingly made in contemplation of such benefits. Guarantor hereby waives any right to revoke this Guaranty, and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

3.4 Continuing Guaranty; Assignments. This Guaranty is a continuing guaranty and shall (a) remain in full force and effect until the later of the indefeasible cash payment in full of the Guaranteed Obligations, (b) be binding upon Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Lenders and their successors, pledgees, transferees and assigns. Without limiting the

generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Guaranty (including, without limitation, all or any portion of its Notes owing to it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Collateral Agent or Lender herein or otherwise.

3.5 Subrogation. Guarantor will not exercise any rights that it may now or hereafter acquire against the Collateral Agent or any Lender or other guarantor (if any) that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from the Collateral Agent or any Lender or other guarantor (if any), directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been indefeasibly paid in full.

3.6 Maximum Obligations. Notwithstanding any provision herein contained to the contrary, Guarantor's liability with respect to the Obligations shall be limited to an amount not to exceed, as of any date of determination, the amount that could be claimed by Lenders from Guarantor without rendering such claim voidable or avoidable under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law.

4. Miscellaneous.

4.1 Expenses. Guarantor shall pay to the Lenders, on demand, the amount of any and all reasonable expenses, including, without limitation, reasonable attorneys' fees, reasonable legal expenses and reasonable brokers' fees, which the Lenders may incur in connection with exercise or enforcement of any the rights, remedies or powers of the Lenders hereunder or with respect to any or all of the Obligations.

4.2 Waivers, Amendment and Remedies. No course of dealing by the Lenders and no failure by the Lenders to exercise, or delay by the Lender in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, remedy or power of the Lenders. No amendment, modification or waiver of any provision of this Guaranty and no consent to any departure by Guarantor therefrom, shall, in any event, be effective unless contained in a writing signed by the Guarantor and the Majority in Interest (as such term is defined in the Collateral Agent Agreement) of the Lender or Lenders against whom such amendment, modification or waiver is sought, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The rights, remedies and powers of the Lenders, not only hereunder, but also under any instruments and agreements evidencing or securing the Obligations and under applicable law are cumulative, and may be exercised by the Lenders from time to time in such order as the Lenders may elect.

4.3 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (a) personally served, (b) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by a reputable overnight courier service with charges prepaid, or (d) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below if delivered on a business day during normal business hours, or the first business day following such delivery (if delivered other than on a business day during normal business hours), (ii) on the first business day

following the date deposited with an overnight courier service with charges prepaid, or (ii) on the fifth business day following the date of mailing pursuant to subpart (b) above, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

To Guarantor, to: c/o Cambridge Heart, Inc.
100 Ames Pond Drive
Tewksbury, MA 01876
Attn: Vincenzo LiCausi, Chief Financial Officer
Fax: (978) 654-4501

With a copy by fax only to (which shall not constitute notice):

Nutter McClennen & Fish LLP,
Seaport West
155 Seaport Boulevard
Boston, MA 02210
Attn: Michelle L. Basil, Esq.,
Fax: (617) 310-9477

To Lenders: To the addresses and telecopier numbers set forth on Schedule A

To the Collateral Agent: Collateral Agents LLC
122 East 57th Street, 3rd Floor
New York, New York 10022
Attn: General Counsel
Fax: (212) 245-9101

If to Guarantor, Lender or
Collateral Agent, with a copy by telecopier only to:

Grushko & Mittman, P.C.
515 Rockaway Avenue
Valley Stream, New York 11581
Fax: (212) 697-3575

Any party may change its address by written notice in accordance with this paragraph.

4.4 Term; Binding Effect. This Guaranty shall (a) remain in full force and effect until payment and satisfaction in full of all of the Guaranteed Obligations; (b) be binding upon Guarantor and its successors and permitted assigns; and (c) inure to the benefit of the Lenders and their respective successors and assigns. All the rights and benefits granted by Guarantor to the Collateral Agent and Lenders hereunder and other agreements and documents delivered in connection therewith are deemed granted to both the Collateral Agent and Lenders. Upon the payment in full of the Guaranteed Obligations, (i) this Guaranty shall terminate and (ii) the Lenders will, upon Guarantor's request and at Guarantor's expense, execute and deliver to Guarantor such documents as Guarantor shall reasonably request to evidence such termination, all without any representation, warranty or recourse whatsoever.

4.5 Captions. The captions of Paragraphs, Articles and Sections in this Guaranty have been included for convenience of reference only, and shall not define or limit the provisions hereof and have no

legal or other significance whatsoever.

4.6 Governing Law; Venue; Severability. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts or choice of law. Any legal action or proceeding against Guarantor with respect to this Guaranty may be brought in the courts of the State of New York or of the United States for the Southern District of New York, and, by execution and delivery of this Guaranty, Guarantor hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Guarantor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Guaranty brought in the aforesaid courts and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. If any provision of this Guaranty, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provisions which can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable and the remaining, valid provisions shall remain of full force and effect. This Guaranty shall be deemed an unconditional obligation of Guarantor for the payment of money and, without limitation to any other remedies of Lenders, may be enforced against Guarantor by summary proceeding pursuant to New York Civil Procedure Law and Rules Section 3213 or any similar rule or statute in the jurisdiction where enforcement is sought. For purposes of such rule or statute, any other document or agreement to which Lenders and Guarantor are parties or which Guarantor delivered to Lenders, which may be convenient or necessary to determine Lenders' rights hereunder or Guarantor's obligations to Lenders are deemed a part of this Guaranty, whether or not such other document or agreement was delivered together herewith or was executed apart from this Guaranty. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. Guarantor irrevocably appoints Parent its true and lawful agent for service of process upon whom all processes of law and notices may be served and given in the manner described above; and such service and notice shall be deemed valid personal service and notice upon Guarantor with the same force and validity as if served upon Guarantor.

4.7 Satisfaction of Obligations. For all purposes of this Guaranty, the payment in full of the Obligations shall be conclusively deemed to have occurred when the Obligations have been indefeasibly paid pursuant to the terms of the Notes and the Subscription Agreement.

4.8 Counterparts/Execution. This Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed by facsimile signature and delivered by electronic transmission.

[THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Guaranty, as of the date first written above.

"GUARANTOR"
[REQUIRES COMPLETION]

By: _____

Its: President

This Guaranty Agreement may be signed by facsimile signature and delivered by confirmed facsimile transmission.

SCHEDULE A TO GUARANTY

SUBSCRIBERS	PURCHASE PRICE AND NOTE PRINCIPAL	WARRANTS

ANNEX C
to
SECURITY AGREEMENT

THE COLLATERAL AGENT

1. **Appointment.** The Secured Parties (all capitalized terms used herein and not otherwise defined shall have the respective meanings provided in the Security Agreement to which this Annex C is attached (the "Agreement"), by their acceptance of the benefits of the Agreement, hereby designate Collateral Agents LLC ("Collateral Agent") as the Collateral Agent to act as specified herein and in the Agreement. Each Secured Party shall be deemed irrevocably to authorize the Collateral Agent to take such action on its behalf under the provisions of the Agreement and any other Transaction Document (as such term is defined in the Notes) and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Collateral Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto. The Collateral Agent may perform any of its duties hereunder by or through its agents or employees.

2. **Nature of Duties.** The Collateral Agent shall have no duties or responsibilities except those expressly set forth in the Agreement. Neither the Collateral Agent nor any of its partners, members, shareholders, officers, directors, employees or agents shall be liable for any action taken or omitted by it as such under the Agreement or hereunder or in connection herewith or therewith, be responsible for the consequence of any oversight or error of judgment or answerable for any loss, unless caused solely by its or their gross negligence or willful misconduct as determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction. The duties of the Collateral Agent shall be mechanical and administrative in nature; the Collateral Agent shall not have by reason of the Agreement or any other Transaction Document a fiduciary relationship in respect of any Debtor or any Secured Party; and nothing in the Agreement or any other Transaction Document, expressed or implied, is intended to or shall be so construed as to impose upon the Collateral Agent any obligations in respect of the Agreement or any other Transaction Document except as expressly set forth herein and therein.

3. **Lack of Reliance on the Collateral Agent.** Independently and without reliance upon the Collateral Agent, each Secured Party, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of the Company and its subsidiaries in connection with such Secured Party's investment in the Debtors, the creation and continuance of the Obligations, the transactions contemplated by the Transaction Documents, and the taking or not taking of any action in connection therewith, and (ii) its own appraisal of the creditworthiness of the Company and its subsidiaries, and of the value of the Collateral from time to time, and the Collateral Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Secured Party with any credit, market or other information with respect thereto, whether coming into its possession before any Obligations are incurred or at any time or times thereafter. The Collateral Agent shall not be responsible to the Debtors or any Secured Party for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith, or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectability, priority or sufficiency of the Agreement or any other Transaction Document, or for the financial condition of the Debtors or the value of any of the Collateral, or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of the Agreement or any other Transaction Document, or the financial condition of the Debtors, or the value of any of the Collateral, or the existence or possible existence of any default or Event of Default under the Agreement, the Notes or any of the other Transaction Documents.

4. **Certain Rights of the Collateral Agent.** The Collateral Agent shall have the right to take any action

with respect to the Collateral, on behalf of all of the Secured Parties, at the request of the Majority in Interest. To the extent practical, the Collateral Agent shall request instructions from the Secured Parties with respect to any material act or action (including failure to act) in connection with the Agreement or any other Transaction Document, and shall be entitled to act or refrain from acting in accordance with the instructions of the Majority in Interest; if such instructions are not provided despite the Collateral Agent's request therefor, the Collateral Agent shall be entitled to refrain from such act or taking such action, and if such action is taken, shall be entitled to appropriate indemnification from the Secured Parties in respect of actions to be taken by the Collateral Agent; and the Collateral Agent shall not incur liability to any person or entity by reason of so refraining. Without limiting the foregoing, (a) no Secured Party shall have any right of action whatsoever against the Collateral Agent as a result of the Collateral Agent acting or refraining from acting hereunder in accordance with the terms of the Agreement or any other Transaction Document, and the Debtors shall have no right to question or challenge the authority of, or the instructions given to, the Collateral Agent pursuant to the foregoing and (b) the Collateral Agent shall not be required to take any action which the Collateral Agent believes (i) could reasonably be expected to expose it to personal liability or (ii) is contrary to this Agreement, the Transaction Documents or applicable law.

5. **Reliance.** The Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, statement, certificate, telex, teletype or telecopier message, cablegram, radiogram, order or other document or telephone message signed, sent or made by the proper person or entity, and, with respect to all legal matters pertaining to the Agreement and the other Transaction Documents and its duties thereunder, upon advice of counsel selected by it and upon all other matters pertaining to this Agreement and the other Transaction Documents and its duties thereunder, upon advice of other experts selected by it. Anything to the contrary notwithstanding, the Collateral Agent shall have no obligation whatsoever to any Secured Party to assure that the Collateral exists or is owned by the Debtors or is cared for, protected or insured or that the liens granted pursuant to the Agreement have been properly or sufficiently or lawfully created, perfected, or enforced or are entitled to any particular priority.

6. **Indemnification.** To the extent that the Collateral Agent is not reimbursed and indemnified by the Debtors, the Secured Parties will jointly and severally reimburse and indemnify the Collateral Agent, in proportion to their initially purchased respective principal amounts of Notes, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Collateral Agent in performing its duties hereunder or under the Agreement or any other Transaction Document, or in any way relating to or arising out of the Agreement or any other Transaction Document except for those determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction to have resulted solely from the Collateral Agent's own gross negligence or willful misconduct. Prior to taking any action hereunder as Collateral Agent, the Collateral Agent may require each Secured Party to deposit with it sufficient sums as it determines in good faith is necessary to protect the Collateral Agent for costs and expenses associated with taking such action.

7. **Resignation by the Collateral Agent.**

(a) The Collateral Agent may resign from the performance of all its functions and duties under the Agreement and the other Transaction Documents at any time by giving 5 days' prior written notice (as provided in the Agreement) to the Debtors and the Secured Parties. Such resignation shall take effect upon the appointment of a successor Collateral Agent pursuant to clauses (b) and (c) below.

(b) Upon any such notice of resignation, the Majority in Interest shall appoint a successor Collateral Agent hereunder.

(c) If a successor Collateral Agent shall not have been so appointed within said 5-day period, the Collateral Agent shall then appoint a successor Collateral Agent who shall serve as Collateral Agent until such time, if any, as the Secured Parties appoint a successor Collateral Agent as provided above. If a successor Collateral Agent has not been appointed within such 5-day period, the Collateral Agent may petition any court of competent jurisdiction or may interplead the Debtors and the Secured Parties in a proceeding for the appointment of a successor Collateral Agent, and all fees, including, but not limited to, extraordinary fees associated with the filing of interpleader and expenses associated therewith, shall be payable by the Debtors on demand.

8. **Rights with respect to Collateral.** Each Secured Party agrees with all other Secured Parties and the Collateral Agent (i) that it shall not, and shall not attempt to, exercise any rights with respect to the security interest in the Collateral granted in the Agreement, whether pursuant to any other agreement or otherwise (other than pursuant to the Agreement), or take or institute any action against the Collateral Agent or any of the other Secured Parties in respect of the Collateral or its rights hereunder (other than any such action arising from the breach of this Agreement) and (ii) that such Secured Party has no other rights with respect to the Collateral other than as set forth in the Agreement and the other Transaction Documents. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, such successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent and the retiring Collateral Agent shall be discharged from its duties and obligations under the Agreement. After any retiring Collateral Agent's resignation or removal hereunder as Collateral Agent, the provisions of the Agreement including this Annex C shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Collateral Agent.

ANNEX D
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January 10, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of

the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

Reference is made to the Security Agreement as defined above; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference in, the Security Agreement.

The undersigned hereby confirms that it is the holder of a 2012 Note and agrees that, effective as of the date set forth below the undersigned's signature to this Secured Party Joinder, the undersigned shall (a) be a Secured Party under the Security Agreement, and (b) have all the rights and obligations of the Secured Parties under the Security Agreement as fully and to the same extent as if the undersigned was an original signatory thereto.

An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: George M. Abraham

Signature of Authorized Signatory of Secured Party: George M. Abraham

Name of Authorized Signatory: George M. Abraham

Title of Authorized Signatory: Individual

Address, telephone number and facsimile number of Secured Party:

930 S.E. 6th Terrace
Pompano Beach, FL 33060

Date of Secured Party Joinder: Jan 10, 2012

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.

By: [Signature]

DS
1/12/12

ANNEX D
IS
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January __, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of

the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

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An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: John Peter Christensen

Signature of Authorized Signatory of Secured Party: John P. Christensen

Name of Authorized Signatory: John Peter Christensen

Title of Authorized Signatory: Individual

Address, telephone number and facsimile number of Secured Party:

2000 North Florida Dr.
West Palm Beach, FL 33407

Date of Secured Party Joinder: Jan 9 2012

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.

By: [Signature]

[Handwritten initials]

ANNEX D
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January ____, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of
the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

Reference is made to the Security Agreement as defined above; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference in, the Security Agreement.

The undersigned hereby confirms that it is the holder of a 2012 Note and agrees that, effective as of the date set forth below the undersigned's signature to this Secured Party Joinder, the undersigned shall (a) be a Secured Party under the Security Agreement, and (b) have all the rights and obligations of the Secured Parties under the Security Agreement as fully and to the same extent as if the undersigned was an original signatory thereto.

An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: Roderick de Groot

Signature of Authorized Signatory of Secured Party: [Signature]

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Address, telephone number and facsimile number of Secured Party:

Date of Secured Party Joinder: _____, 201__

Acknowledged and Agreed
CAMBRIDGE HEART, INC.

By: [Signature]

ANNEX D
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January __, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of
the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

Reference is made to the Security Agreement as defined above; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference to, the Security Agreement.

The undersigned hereby confirms that it is the holder of a 2012 Note and agrees that, effective as of the date set forth below the undersigned's signature to this Secured Party Joinder, the undersigned shall (a) be a Secured Party under the Security Agreement, and (b) have all the rights and obligations of the Secured Parties under the Security Agreement as fully and to the same extent as if the undersigned was an original signatory thereto.

An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party:

Scott E Douglass

Signature of Authorized Signatory of Secured Party:

[Handwritten Signature]

Name of Authorized Signatory:

Scott E Douglass

Title of Authorized Signatory:

Vice President

Address, telephone number and facsimile number of Secured Party:

3104 Bryn Mawr Drive
Dallas, Texas 75225
214 206-5638 ispydeels@yahoo.com

Date of Secured Party Joinder:

January, 2012

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.

By:

[Handwritten Signature]

ANNEX D
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINER

Security Agreement dated as of January 12, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of
the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

Reference is made to the Security Agreement as defined above; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference to, the Security Agreement.

The undersigned hereby confirms that it is the holder of a 2012 Note and agrees that, effectiveness of the date set forth below the undersigned's signature to this Secured Party Joiner, the undersigned shall (a) be a Secured Party under the Security Agreement, and (b) have all the rights and obligations of the Secured Parties under the Security Agreement as fully and to the same extent as if the undersigned was an original signatory thereto.

An executed copy of this Secured Party Joiner shall be delivered to the Collateral Agent, and the Collateral Agent may rely on this matter, set forth herein, as true and correct as of the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joiner to be executed in the name and on behalf of the undersigned.

Name of Secured Party: Steven Etra

Signature of Authorized Signatory of Secured Party: [Signature]

Name of Authorized Signatory: Steven Etra

Title of Authorized Signatory: Individual

Address, telephone number and business number of Secured Party:

5 HEATHCOTE HILL ROAD
SPRINGVILLE, NY 11943

Date of Secured Party Joiner: January 12, 2012

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.

By: [Signature]

ANNEX D
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January 9, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of
the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

Reference is made to the Security Agreement as defined above; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference in, the Security Agreement.

The undersigned hereby confirms that it is the holder of a 2012 Note and agrees that, effective as of the date set forth below the undersigned's signature to this Secured Party Joinder, the undersigned shall (a) be a Secured Party under the Security Agreement, and (b) have all the rights and obligations of the Secured Parties under the Security Agreement as fully and to the same extent as if the undersigned was an original signatory thereto.

An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: Frank J. Granofalo

Signature of Authorized Signatory of Secured Party: Frank J. Granofalo

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Address, telephone number and facsimile number of Secured Party:

24569 Kensington St
Daylor, MA 01460
617 827 1924 Home
509 692 8552 Fax

Date of Secured Party Joinder: Jan 9, 2012.

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.
By: [Signature]

ANNEX D
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January _____, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of

the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

Reference is made to the Security Agreement as defined above; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference in, the Security Agreement.

The undersigned hereby confirms that it is the holder of a 2012 Note and agrees that, effective as of the date set forth below the undersigned's signature to this Secured Party Joinder, the undersigned shall (a) be a Secured Party under the Security Agreement, and (b) have all the rights and obligations of the Secured Parties under the Security Agreement as fully and to the same extent as if the undersigned was an original signatory thereto.

An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: Jack and Mary Carson

Signature of Authorized Signatory of Secured Party: [Handwritten Signature]

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Address, telephone number and facsimile number of Secured Party:

11825 Pineview Dr
Beltsville, MD 20705

Date of Secured Party Joinder: Jan 19 2012

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.
By: [Handwritten Signature]

ANNEX B
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
in and in favor of

the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

Reference is made to the Security Agreement as defined above; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference in, the Security Agreement.

The undersigned hereby confirms that it is the holder of a 2012 Note and agrees that, effective as of the date set forth below the undersigned's signature in this Secured Party Joinder, the undersigned shall (a) be a Secured Party under the Security Agreement, and (b) have all the rights and obligations of the Secured Parties under the Security Agreement as fully and to the same extent as if the undersigned was an original signatory thereto.

An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in its name and on behalf of the undersigned.

Name of Secured Party: FRANCIS HOWARD

Signature of Authorized Signatory of Secured Party: MS

Name of Authorized Signatory: FRANCIS HOWARD

Title of Authorized Signatory: PRINCIPAL

Address, telephone number and facsimile number of Secured Party:

276 Victoria Road
London SW1V 1BA

Date of Secured Party Joinder: 11 JAN, 2012

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.
By: [Signature]

ANNEX D
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January 11, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of
the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

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An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: Randy Meeks

Signature of Authorized Signatory of Secured Party: Randy Meeks

Name of Authorized Signatory: Randy Meeks

Title of Authorized Signatory: Individual

Address, telephone number and facsimile number of Secured Party:
JOHN INWOOD DR
HOUSTON TX 77042

Date of Secured Party Joinder: 1-12-2012

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.
By: V. De Luna

ANNEX D
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January _____, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of
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An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: Steven M. Sack

Signature of Authorized Signatory of Secured Party: *Steven M. Sack*

Name of Authorized Signatory: Steven M. Sack

Title of Authorized Signatory: Individual

Address, telephone number and facsimile number of Secured Party:
1195 Harvard Avenue
Monck, NY 11566

Date of Secured Party Joinder: January 10, 2012

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.
By: *[Signature]*

ANNEX D
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January ____, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of
the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

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An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: Sandor Capital Master Fund, L.P.

Signature of Authorized Signatory of Secured Party: _____

Name of Authorized Signatory: John S. Ismak

Title of Authorized Signatory: Manager

Address, telephone number and facsimile number of Secured Party:

2828 South Street, Suite 500

Dallas, TX 75201

214-849-9876

214-849-9879

Date of Secured Party Joinder: 1/11, 2012

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.

By: _____

ANNEX D
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January 11, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of

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An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: John J. Shaw

Signature of Authorized Signatory of Secured Party: [Handwritten Signature]

Name of Authorized Signatory: John J. Shaw

Title of Authorized Signatory: Individual

Address, telephone number and facsimile number of Secured Party: 2747 Paradise Rd. #2304
Las Vegas, NV 89109

Mailing Address:
10811 W. Pico Blvd.
Los Angeles CA 90064

Date of Secured Party Joinder: January 11, 2012

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.
By: [Handwritten Signature]

ANNEX D
to
**SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER**

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Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
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An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: Brio Capital, LP

Signature of Authorized Signatory of Secured Party: 

Name of Authorized Signatory: Shaye Hirsch

Title of Authorized Signatory: Managing Partner

Address, telephone number and facsimile number of Secured Party:
401 East 34th Street
Suite 533 C
New York, N.Y. 10016

Date of Secured Party Joinder: _____, 201__

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.
By: 

ANNEX D
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January ____, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of
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An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: MICHAEL BROTHERS

Signature of Authorized Signatory of Secured Party: [Signature]

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Address, telephone number and facsimile number of Secured Party:

4 East 7th St
New York NY 10003

Date of Secured Party Joinder: 2/2-2012, 201__

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.

By: [Signature]

ANNEX D
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January 17, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of
the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

Reference is made to the Security Agreement as defined above; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference in, the Security Agreement.

The undersigned hereby confirms that it is the holder of a 2012 Note and agrees that, effective as of the date set forth below the undersigned's signature to this Secured Party Joinder, the undersigned shall (a) be a Secured Party under the Security Agreement, and (b) have all the rights and obligations of the Secured Parties under the Security Agreement as fully and to the same extent as if the undersigned was an original signatory thereto.

An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: Saba S. Malak

Signature of Authorized Signatory of Secured Party: Saba S. Malak

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Address, telephone number and facsimile number of Secured Party:

225 Commonwealth Ave., #4
Boston, MA 02116

Date of Secured Party Joinder: February 16, 2012.

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.

By: [Signature]

ANNEX D
to
**SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER**

Security Agreement dated as of January 17, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of

the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

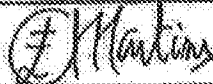
Reference is made to the Security Agreement as defined above; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference to, the Security Agreement.

The undersigned hereby confirms that it is the holder of a 2012 Note and agrees that, effective as of the date set forth below the undersigned's signature to this Secured Party Joinder, the undersigned shall (a) be a Secured Party under the Security Agreement, and (b) have all the rights and obligations of the Secured Parties under the Security Agreement as fully and to the same extent as if the undersigned was an original signatory thereto.

An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: Luis F Martins

Signature of Authorized Signatory of Secured Party: 

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Address, telephone number and facsimile number of Secured Party:

1886 Beacon Street
Boston, MA 02116

Date of Secured Party Joinder: Feb. 23, 2012

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.

By: 

ANNEX D
to
SECURITY AGREEMENT
FORM OF SECURED PARTY JOINDER

Security Agreement dated as of January 17, 2012 made by
Cambridge Heart, Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of
the Collateral Agent and the Secured Parties identified therein (the "Security Agreement")

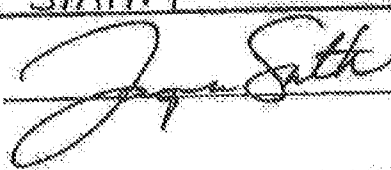
Reference is made to the Security Agreement as defined above; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference in, the Security Agreement.

The undersigned hereby confirms that it is the holder of a 2012 Note and agrees that, effective as of the date set forth below the undersigned's signature to this Secured Party Joinder, the undersigned shall (a) be a Secured Party under the Security Agreement, and (b) have all the rights and obligations of the Secured Parties under the Security Agreement as fully and to the same extent as if the undersigned was an original signatory thereto.

An executed copy of this Secured Party Joinder shall be delivered to the Collateral Agent, and the Collateral Agent may rely on the matters set forth herein on or after the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Secured Party Joinder to be executed in the name and on behalf of the undersigned.

Name of Secured Party: Jacques Smith

Signature of Authorized Signatory of Secured Party: 

Name of Authorized Signatory: _____

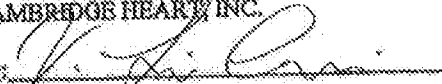
Title of Authorized Signatory: _____

Address, telephone number and facsimile number of Secured Party:

2736 Ridge Rd
Windsor Mill MD 21244

Date of Secured Party Joinder: 1/20, 2012

Acknowledged and Agreed:
CAMBRIDGE HEART, INC.

By: 

**DISCLOSURE SCHEDULE
TO SECURITY AGREEMENT
DATED JANUARY 17, 2012**

Pursuant to the Security Agreement (the "Agreement") dated January 17, 2012 by and between Cambridge Heart, Inc., a Delaware corporation (the "Company"), and the purchasers party thereto (the "Purchasers"), the Company hereby provides to the Purchasers this Disclosure Schedule (the "Schedule").

Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

LIST OF SCHEDULES

Schedule A	Principal Place of Business; Locations Where Collateral is Located or Stored
Schedule B	Exceptions to Ownership
Schedule C	Intentionally Deleted
Schedule D	Jurisdictions, Legal Names and Organizational Identification Numbers
Schedule E	Trade Names; Mergers and Acquisitions
Schedule F	Intellectual Property
Schedule G	Account Debtors

SCHEDULE A

Principal Place(s) of Business of Debtors:

100 Ames Pond Drive
Tewksbury, MA 01876

Locations Where Collateral is Located or Stored, none of which are owned by Debtor:

Inventory	Amount	Location	Contact Information
Raw Materials and Finished Goods	\$691,848	Cambridge Heart Inc. - 100 Ames Pond Drive Suite 100, Tewksbury, MA 01876	Michael Goodine 978-654-7641
Raw Materials	\$645,607	April Industries - 31 Sagamore Park Rd., Hudson, NH 03051	Tom Glasheen 603-883-1510
Raw Materials	\$21,876	C & C Thermoforming Inc. - 111 Breckenridge Street, Palmer MA 01069	Stephen Potoff 978-851-2500
Finished Goods	\$180,573	Unitrans - 39 A Teed Drive, Randolph, MA 02368	Barbara Rickel 316-260-8100
Finished Goods	\$213,647	Garvey Public Warehouse - 5755 S. Hoover Road Bldng #5, Wichita, KS 67215	Barbara Rickel 316-260-8100
	<u>\$1,753,551</u>		
Assets			
Computer Hardware	\$38,097	Cambridge Heart Inc. - 100 Ames Pond Drive Suite 100, Tewksbury, MA 01876	Michael Goodine 978-654-7641
Show Equipment - Marketing Booth	\$50,000	Vector5 Collaborative - 175 Kimball Street, Fitchburg MA 01420	Dawn Perkins 978-348-2997
Furniture and Fixtures	\$60,709	Cambridge Heart Inc. - 100 Ames Pond Drive Suite 100, Tewksbury, MA 01876	Michael Goodine 978-654-7641
Leasehold Improvements	\$22,124	Cambridge Heart Inc. - 100 Ames Pond Drive Suite 100, Tewksbury, MA 01876	Michael Goodine 978-654-7641
	<u>\$170,930</u>		
Total Inventory and Assets	\$1,924,481		

SCHEDULE B

Exceptions to Ownership

IRREVOCABLE STANDBY LETTER OF CREDIT - \$300,000
FROM: CITIBANK NA C/O ITS SERVICER, CITICROP NORTH AMERICA, INC.
3800 CITIBANK CENTER
BUILDING B, 3RD FLOOR
TAMPA, FL 33610
CREDIT NO. 61671152
BENEFICIARY: 100-200 AMES POND DRIVE, LLC AND ITS SUCCESSORS ANED ASSIGNS C/O
FARLEY WHITE MANAGEMENT COMPANY, LLC
10 HIGH STREES SUITE 900
BOSTON, MA 02110

SCHEDULE C

Intentionally Deleted

SCHEDULE D

Jurisdictions, Legal Names and Organizational Identification Numbers

Legal Name: Cambridge Heart, Inc.
Jurisdiction: Delaware
Organization Identification Number: 2219291

SCHEDULE E

Trade Names; Mergers and Acquisitions

None.

SCHEDULE F

Intellectual Property

US Patents:

Patent	Inventor	Assignee	Patent No.	Filing Date	Issue Date
Identifying Infants at Risk for Sudden Infant Death Syndrome	Ali Haghighi-Mood et. al.	CHI	7,197,352	6/12/02	3/27/07
Automated Interpretation of T-Wave Alternans Results	Srivat Krishnamachari	CHI	6,453,191	2/20/01	9/17/02
Analytic Signal Method for Analysis of T-Wave Alternans	Ali Haghighi-Mood	CHI	6,739,466	9/29/00	5/11/04
Cardiac Pacing to Induce Heart Rate Variability	Paul Albrecht et.al	CHI	6,253,107	12/6/99	6/26/01
Generation of Localized Cardiac Measures	Paul Albrecht et.al	CHI	6,047,206	7/17/97	4/4/00
Assessing Cardiac Electrical Stability	Paul Albrecht et.al	CHI	5,935,082	5/15/97	8/10/99
Reducing Noise in a Biological Signal	Paul Albrecht et.al	CHI	5,908,393	4/4/98	5/1/99
Detecting Abnormal Activation of Heart Method and System for Obtaining a Localized Cardiac Measure	Paul Lander et.al	CHI	5,891,047	3/14/97	4/6/99
Electrocardiogram Noise Reduction Using Multi-Dimensional Filtering	Paul Albrecht et.al	CHI	5,891,045	7/17/97	4/6/99
Electrode Connector	Paul Lander	CHI	5,827,195	5/9/97	10/27/98
Multi-Segment ECG Electrode and System	John L. Grant	CHI	5,791,944	10/3/96	8/11/98
Measuring and Assessing Cardiac Electrical Stability	Jeffery M. Arnold et.al	CHI	5,724,984	7/17/96	3/10/98
Using Related Signals to Reduce ECG Noise	Jeffery M. Arnold et.al	CHI	5,713,367	1/26/95	2/3/98
Method and Apparatus for the Improved Electronic Display of Physiologic Waveforms	Paul Albrecht et.al	CHI	5,704,365	10/14/95	1/6/98
Method and Apparatus for Assessing Myocardial Electrical Stability	Paul Albrecht et.al	CHI	5,673,702	6/10/94	10/7/97
	Jeffery M. Arnold et.al	CHI	5,570,696	1/26/94	1/5/96

Non-US Patents:

Patent	US Patent No. Reference	Country of Issue	Patent Number	Date of Issue
Measuring and Assessing Cardiac Electrical Stability	5,713,367	Germany	69531728.8	10-Sep-03
		European Patent	0746229	10-Sep-03
		France	0746229	10-Sep-03
		UK	0746229	10-Sep-03
		Italy	0746229	10-Sep-03
		Japan	3877761	10-Nov-06
Analytic Signal Method for Analysis of T-Wave Alternans	6,735,466	Germany	69016261.3	24-Nov-04
		European Patent	1215996	24-Nov-04
		UK	1215996	24-Nov-04
		Italy	1215996	24-Nov-04
		Netherlands	1215996	24-Nov-04
Method and Apparatus for the Improved Electronic Display of Physiologic Waveforms	5,673,702	Europe	764002	3-Mar-97
		Japan	H10509331	14-Sep-98

Registered Trademarks:

Serial Number	Reg. Number	
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78707198	3135630	HEARTWAVE
78808902	3239210	ANALYTIC SPECTRAL METHOD
78725271	3192255	CAMBRIDGE HEART
77062284	3623419	SAM
77062271	3581869	SPECTRAL ANALYTIC METHOD
77062267	3581868	SPECTRAL ANALYTIC MTWA
76116045	2637624	HEARTWAVE
75443721	2517759	WAVESTAR

Unregistered Trademarks:

Micro-V Alternans Sensor
Microvolt T-Wave Alternans

Tradenames:

See Registered and Unregistered Trademarks above.

Service marks:

N/A

Registered copyrights:

N/A

Domain names:

www.cambridgeheart.com

Licenses:

License agreement between Massachusetts Institute of Technology (MIT) and Cambridge Heart Inc. (CHI) regarding certain patents rights referred to as "Assessing Myocardial Stability", dated September 28, 1993, and amendments thereto.

SCHEDULE G

Account Debtors

None.

CERTIFICATE OF SALE

Know all Men by these Presents:

BY VIRTUE OF DEFAULT under a Security Agreement, between **Cambridge Heart, Inc.**, as Debtor, and **Collateral Agents LLC** et al, as Secured Party, and in accordance with its rights as holder of the security, the Secured Party, by William E. Mannion, NYC Licensed Auctioneer, DCA # 796322 conducted a public sale and auction of the Collateral, consisting of all Accounts Receivable, Inventory, Furniture, Fixtures and Equipment and Intellectual Property regarding the Debtors interest in the Micro-volt T-Wave Alternans technology as embodied in the Heartwave II system and certain derivatives thereof. Includes any and all trademarks and copyrights related to the Heartwave II and CH2000 product lines.

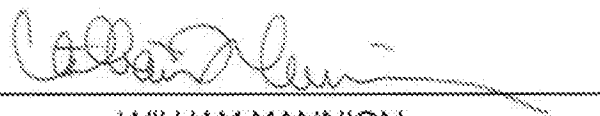
Collateral Agents LLC, Secured Party by WILLIAM MANNION, Auctioneer, did conduct a public auction of the Collateral, on Tuesday, January, 28, 2014 at 2:00 P.M. at the offices of Mannion Auctions, LLC, 305 Broadway, Rm 200, New York, New York 10007.

The Collateral was by virtue of the powers vested in me, knocked down on January 28, 2014 at 2:15 pm and was sold as is, with no representations or warranty, no guarantee, either expressed or implied all as further set forth in the Terms of Sale which were available to all bidders.

Public notice of the sale was given by publication on January 24, 2014 in the Investors Business Daily and on January 24 and 27, 2014 in the NY Post newspapers.

Sold: unto CAMBRIDGE CARDIAC TECHNOLOGIES INC.,
as designee of the Secured Creditors for the sum of **\$1,500,000.**

In Witness Whereof, I have hereunto set my hand on the 28th day of January, 2014.



WILLIAM MANNION

Auctioneer