

RE RE

05-28-1998



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

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To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(les): Memo 5-11-98
THE SPECTRANETICS CORPORATION
AND POLYMICRO TECHNOLOGIES
Additional name(s) of conveying party(les) attached? Yes No

2. Name and address of receiving party(les)
Name: SILICON VALLEY BANK
Internal Address: LOAN DOC. GROUP
NC 816
Street Address: 3003 TASMAN DRIVE
City: SANTA CLARA State: CA ZIP: 95054
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: Dec. 24, 1997

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s) SEE SCHEDULE ATTACHED TO
B. Patent No.(s) EXHIBIT "B" ATTACHED HERETO.
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: SILICON VALLEY BANK
Internal Address: LOAN DOC. GROUP
NC#816
Street Address: 3003 TASMAN DRIVE
City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and patents involved: 41
7. Total fee (37 CFR 3.41)..... 760.00 - PAID
\$880.00 - BALANCE
1,640.00 - TOTAL
 Enclosed: CHECK NO. 71624 For the Balance
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

05/27/1998 DCURTES 00000141 8165300
01 FC:581 880.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Michelle Giannini Michelle Giannini 4-30-98
Name of Person Signing Signature Date

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

SCHEDULE ATTACHED TO EXHIBIT "B"

SPECTRANETICS PATENTS APPLICATIONS

| TITLE/DESCRIPTION | FILING DATE | SERIAL NO. | PATENT NO. |
|---|-------------|------------|------------|
| Catheter for Delivery of Electric Energy | 6/12/97 | 08/873,753 | |
| Variable Stiffnes Catheter | 2/3/97 | 08/794,341 | |
| Catheter for Delivery of Electrical Energy | 6/12/96 | 08/662,799 | |
| Fiber Optic Guide Wire & Support Catheter thereof | 10/4/95 | 08/539,079 | 5,643,251 |
| Fiber Optic Catheter w/ Twistable Tip | 11/3/94 | 08/335,955 | 5,429,604 |
| Fiber Optic Guide Wire & Support Catheter thereof | 4/8/94 | 08/225,061 | 5,514,128 |
| Preionizer for Laser Assembly | 3/31/94 | 08/221,357 | 5,438,587 |
| Halogen Compatible Laser Head | 3/3/94 | 08/220,969 | 5,412,682 |
| Linear Scan Method & System for Energizing an Optical Fiber Bundle | 3/2/94 | 08/205,143 | 5,400,428 |
| Tissue Ablating Device having Deflectable Ablation Area | 12/30/93 | 08/177,095 | 5,484,433 |
| Radiopaque Tip Marker for Alignment of Catheter w/in | 12/13/93 | 08/165,300 | 5,429,617 |
| Optical Catheter w/ Stranded Fibers | 9/20/93 | 08/124,383 | 5,415,653 |
| Fiberoptic Catheter w/ Shortened Guidewire Lumen | 9/14/93 | 08/120,385 | 5,456,680 |
| Catheter Guiding & Positioning Method | 10/2/91 | 07/769/969 | 5,179,961 |
| Catheter Building & Positioning Method | 4/13/89 | 07/337,475 | 5,054,500 |
| Dilation Catheter and Method | 2/3/86 | 06/825,157 | 4,834,093 |
| Apparatus & Method for Soft Focusing Energy | 5/3/93 | 08/055,348 | 5,315,614 |
| Turn Limiter for Catheter w/ Twistable Tip | 3/12/93 | 08/031,338 | 5,352,197 |
| Fiber Optic Catheter w/ Twistable Tip | 3/12/93 | 08/031,391 | |
| Excimer Laser Angioplasty System | 12/15/92 | 07/990,514 | |
| Fiber Optic Guidewire | 8/18/92 | 07/930,934 | |
| Polarizing Device w/ Optically Contacted Thin Film | 7/2/92 | 07/907,893 | 5,339,441 |
| Aparatus & Method for Optically controlling the output | 7/2/92 | 07/909,054 | 5,383,199 |
| Fiberoptic Catheter | 6/18/92 | 07/900,499 | 5,267,993 |
| Mount for Optical Fibers | 6/16/92 | 07/899,470 | 5,321,783 |
| Linear Scan Method & System for Energizing an Optical Fiber Bundle | 5/13/92 | 07/882,597 | |
| Two-Piece Tip for Fiber Optic Catheter | 3/25/92 | 07/857,458 | 5,263,952 |

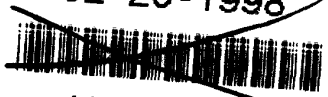
CONTINUED SCHEDULE ATTACHED TO SCHEDULE "B"

| TITLE/DESCRIPTION | FILING DATE | SERIAL NO. | PATENT NO. |
|--|-------------|------------|------------|
| A Laser Catheter w/ Spaced Optical Fibers | 6/11/91 | 07/713,457 | 5,250,045 |
| Guidance & Delivery System for High-Energy Pulsed Laser Light | 2/19/91 | 07/657,157 | 5,470,330 |
| Guidance & Delivery System for High-Energy Pulsed Laser Light | 10/3/90 | 07/595,485 | 5,188,632 |
| Fiberoptic Coupler | 1/12/90 | 01/468,837 | 5,157,750 |
| Meniscus Lens for Coupling and Excimer Beam into and Optical Fiber | 10/27/89 | 07/427,476 | 4,998,794 |
| Unlubricated Bearing for Gas Lasers | 11/1/89 | 07/429,978 | 4,975,925 |
| Fiberoptic Coupler | 8/4/88 | 07/228,278 | 4,919,508 |
| Laser Synchronizer | 7/20/88 | 07/222,082 | |
| Gas Bearings for Gas Lasers | 5/26/88 | 07/301,870 | 4,899,363 |
| Rotating Fiberoptic Catheter Assembly | 10/23/87 | 07/111,645 | 4,844,062 |
| Gas Bearings for Gas Lasers | 7/23/87 | 07/076,906 | |
| Guidance System | 5/19/87 | 07/051,382 | 4,830,460 |
| Delivery System for High-Energy Pulsed UV Light | 5/6/86 | 06/860,241 | 4,799,754 |
| Delivery System for High-Energy Pulsed UV Light | 9/25/85 | 06/779,844 | 4,732,488 |

FORM PTO-1595
Rev. 6-93) **2-3-98**

MD No. 0851-0011 (exp. 4/94)

02-26-1998



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RECEIPT

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FEB 03 1998

Tab settings

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Receipt for the attached original documents or copy thereof.

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7. Total fee (37 CFR 3.41).....\$ 760
 Enclosed CHECK NO. 7150
 Authorized to be charged to deposit account
8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

02/27/1998 VERSION 00000186 08165300
01 FC:501 760.00 00

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
MICHELLE GIANNINI Jan 14, 1998
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments and documents: 9

PATENT

0890

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 24, 1997, by and among SILICON VALLEY BANK, a California-chartered bank ("Bank"), with its principal place of business at 3003 Tasman Drive, Santa Clara, CA 95054 and with a loan production office located at 4430 Arapahoe Avenue, Suite 225, Boulder, Colorado 80303, The Spectranetics Corporation, a Delaware corporation with its principal place of business at 96 Talamine Court, Colorado Springs, Colorado 80907 ("Spectranetics"), and Polymicro Technologies, Inc., a California corporation with its principal place of business at 18019 North 25 Avenue, Phoenix, Arizona 85023-1200 ("Polymicro"). Spectranetics and Polymicro shall be referred to collectively in this Agreement as "Grantors."

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Schedules A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The occurrence of an Event of Default under the Loan Agreement shall be an Event of Default hereunder. Upon the occurrence of an Event of Default hereunder, Bank shall have the right to exercise the rights and remedies of Bank contained herein, those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

PATENT

REEL: 9178 FRAME: 0891

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

96 Talamine Court
Colorado Springs, Colorado 80907

Attn: James P. McCluskey

GRANTOR:

The Spectranetics Corporation

By: 

Title: Chief Financial Officer

Address of Grantor:

18019 North 25 Avenue
Phoenix, Arizona 85023-1200

Attn: Gary W. Nelson

GRANTOR:

Polymicro Technologies, Inc.

By: 

Title: Vice President, General Manager

Address of Bank:

4430 Arapahoe Avenue, Suite 225
Boulder, Colorado 80303

Attn: Mr. Andrew Enroth

BANK:

SILICON VALLEY BANK

By: 

Title: AVP