

03-19-2003

FORM PTO-1595

1-31-92



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102394204

To the Honorable Commissioner of

original documents or copy thereof.

1. Name of conveying party(ies):

CAMERON HEALTH, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other:

Execution Date: January 21, 2003

2. Name and address of receiving party(ies):

Name: COMERICA BANK-CALIFORNIA

Address: 9920 S. LA CIENEGA BLVD., SUITE 1401

City: INGLEWOOD State: CA Zip: 90301

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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)

B. Patent No.(s)

See attached sheets

Additional numbers attached? ☒ Yes ☐ No

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

Name: Erin O'Brien

Internal Address: GRAY CARY WARE & FREIDENRICH

4365 Executive Drive, Suite 1100

San Diego, CA 92121-2133

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) \$ 1,440.00

☒ Enclosed

8. Deposit account number:

Please debit any underpayment or credit any overpayment to the above deposit account.

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.

Erin O'Brien

Name of Person Signing

Signature

March 13, 2003

Date

Total number of pages comprising cover sheet: [9]

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office

Office of Public Records

Crystal Gateway 4, Room 335

Washington, DC 20231

03/18/2003 6TOM11 00000114 10015202

01 FC:8021

1440.00/DP

Gray Cary\GT\6332765.1
102365-3PATENT
REEL: 013848 FRAME: 0266

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Current waveforms for anti-tachycardia pacing for a subcutaneous implantable cardioverter-defibrillator	10/015,202	11/05/01
Method and device for insertion and implantation of a subcutaneous electrode	10/011,949	11/05/01
Subcutaneous electrode with improved contact shape for transthoracic conduction	10/013,980	11/05/01
Cardioverter-defibrillator having a focused shocking area and orientation thereof	10/011,947	11/05/01
Subcutaneous implantable cardioverter-defibrillator employing a telescoping lead	10/011,941	11/05/01
Packaging technology for non-transvenous cardioverter/defibrillator devices	10/011,607	11/05/01
Power supply for non-transvenous cardioverter/defibrillator	10/011,533	11/05/01
Current waveform for anti-bradycardia pacing for a subcutaneous implantable cardioverter-defibrillator	10/011,506	11/05/01
Flexible subcutaneous implantable cardioverter-defibrillator	10/011,956	11/05/01
Monophasic waveform for anti-bradycardia pacing for a subcutaneous implantable cardioverter-defibrillator	10/011,860	11/05/01
Duckbill-shaped implantable cardioverter-defibrillator canister and method of use	09/940,283	08/27/01
Radian curve shaped implantable cardioverter-defibrillator canister	09/940,373	08/27/01
Subcutaneous electrode for transthoracic conduction with low-profile installation appendage and method of doing same	09/940,340	08/27/01
Biphasic waveform anti-bradycardia pacing for a subcutaneous implantable cardioverter-defibrillator	09/940,378	08/27/01
Method of insertion and implantation of implantable cardioverter-defibrillator canisters	09/940,377	08/27/01
Ceramics and/or other material insulated shell for active and non-active S-ICD can	09/940,371	08/27/01
Canister designs for implantable cardioverter-defibrillators	09/940,599	08/27/01
Cardioverter-defibrillator having a focused shocking area and orientation thereof	09/940,273	08/27/01
Subcutaneous electrode with improved contact shape for transthoracic conduction	09/941,814	08/27/01

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Power supply for an implantable subcutaneous cardioverter-defibrillator	09/940,471	08/27/01
Subcutaneous electrode for transthoracic conduction with highly maneuverable insertion tool	09/940,356	08/27/01
Subcutaneous electrode for transthoracic conduction with insertion tool	09/940,287	08/27/01
Biphasic waveform for anti-tachycardia pacing for a subcutaneous implantable cardioverter-defibrillator	09/940,266	08/27/01
Unitary subcutaneous only implantable cardioverter-defibrillator and optional pacer	09/663,606	
Subcutaneous only implantable cardioverter-defibrillator and optional pacer	09/663,607	
Subcutaneous electrode for transthoracic conduction with improved installation characteristics	09/940,371	
Optional use of a lead for a unitary subcutaneous implantable cardioverter-defibrillator	10/011,566	
Method and apparatus for inducing defibrillation in a patient using a t-shock waveform	10/011,527	
Switched capacitor defibrillation circuit	10/011,952	
Monophasic waveform for anti-tachycardia pacing for a subcutaneous implantable cardioverter-defibrillator	10/011,958	
Defibrillation pacing circuitry	10/011,955	
Simplified defibrillator output circuit	10/011,957	
H-bridge with sensing circuit	10/011,946	
Low power a/d converter	10/011,948	
Switched resistor defibrillation circuit	10/011,565	
Apparatus and method of arrhythmia detection in a subcutaneous implantable cardioverter/defibrillator	09/990,510	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 21, 2003 by and between COMERICA BANK-CALIFORNIA ("Bank") and CAMERON HEALTH, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor 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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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

GRANTOR:

CAMERON HEALTH, INC.

Address of Grantor:

905 Calle Amanecer, Suite 300
San Clemente, CA 92673

Attn: Chief Executive Officer

By: Keegan Hauger
Title: CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

By: [Signature]
Title: TVP

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

Gray Cary\GT\6319502.2
102365-49



PATENT
REEL: 013848 FRAME: 0271

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Current waveforms for anti-tachycardia pacing for a subcutaneous implantable cardioverter-defibrillator	10/015,202	11/05/01
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Current waveform for anti-brachycardia pacing for a subcutaneous implantable cardioverter-defibrillator	10/011,506	11/05/01
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Canister designs for implantable cardioverter-defibrillators	09/940,599	08/27/01
Cardioverter-defibrillator having a focused shocking area and orientation thereof	09/940,273	08/27/01

Gray Cary\GT\6319502.2
102365-49



PATENT
REEL: 013848 FRAME: 0272

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Subcutaneous electrode with improved contact shape for transthoracic conduction	09/941,814	08/27/01
Power supply for an implantable subcutaneous cardioverter-defibrillator	09/940,471	08/27/01
Subcutaneous electrode for transthoracic conduction with highly maneuverable insertion tool	09/940,356	08/27/01
Subcutaneous electrode for transthoracic conduction with insertion tool	09/940,287	08/27/01
Biphasic waveform for anti-tachycardia pacing for a subcutaneous implantable cardioverter-defibrillator	09/940,266	08/27/01
Unitary subcutaneous only implantable cardioverter-defibrillator and optional pacer	09/663,606	
Subcutaneous only implantable cardioverter-defibrillator and optional pacer	09/663,607	
Subcutaneous electrode for transthoracic conduction with improved installation characteristics	09/940,371	
Optional use of a lead for a unitary subcutaneous implantable cardioverter-defibrillator	10/011,566	
Method and apparatus for inducing defibrillation in a patient using a t-shock waveform	10/011,527	
Switched capacitor defibrillation circuit	10/011,952	
Monophasic waveform for anti-tachycardia pacing for a subcutaneous implantable cardioverter-defibrillator	10/011,958	
Defibrillation pacing circuitry	10/011,955	
Simplified defibrillator output circuit	10/011,957	
H-bridge with sensing circuit	10/011,946	
Low power a/d converter	10/011,948	
Switched resistor defibrillation circuit	10/011,565	
Apparatus and method of arrhythmia detection in a subcutaneous implantable cardioverter/defibrillator	09/990,510	



EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Lifeboat	76/376,422	02/25/02
US-ICD	76/376,421	02/25/02
S-ICD	76/376,420	02/25/02



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OUR FILE NO. 102365-49

March 13, 2003

VIA EXPRESS MAIL

U.S. Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, D.C. 20231

Re: Grantor: Cameron Health, Inc.
Secured Party: Comerica Bank-California

Dear Sir or Ms.:

Enclosed please find the following documents:

1. Recordation Form Cover Sheet for Patents only;
2. Intellectual Property Security Agreement between Cameron Health, Inc. and Comerica Bank-California; and
3. A self-addressed postage paid postcard for your use to indicate receipt of the enclosed documents.

Also included is a check to cover the necessary recordation fees. After the security interest has been recorded, please return the original Notice of Recordation to me at the above-listed address.

Sincerely,

Gray Cary Ware & Freidenrich LLP



Erin O'Brien, Paralegal
eobrien@graycary.com

epo:
Enclosures

cc: Ms. Natalie Tangorra (w/enclosures)
Mr. Piyush Sangani (w/enclosures)
Troy Zander, Esq. (w/o enclosures)

March 13, 2003

Page Two

CERTIFICATE OF FIRST CLASS MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service via Express Mail on: March 13, 2003

addressed to: Commissioner of Patents and Trademarks, Office of Public Records, Crystal Gateway 4, Room 335, Washington, D.C. 20231.

By:



Emiko Gonzales

Gray Cary\GT\6332771.1
102365-3