

FORM PTO-1595

## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

1-31-92

## PATENTS ONLY

Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Converge Medical, Inc.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

## 3. Nature of conveyance:

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

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

Name: Edwards Lifesciences, LLC

Street Address: One Edwards Way

City/State/Zip: Irvine, CA 92614

Additional name(s) &amp; address(es) attached:

See Attachment 2

☒ Yes ☐ NoExecution Date: September 17, 2003

## 4. Application number(s) or patent number(s): See Attached Exhibit 4

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): See Attached Exhibit 4

B. Patent No.(s): See Attached Exhibit 4

Additional numbers attached? ☒ Yes ☐ No

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

Name: Kirt W. Shuldberg  
 Heller Ehrman White & McAuliffe LLP  
 4350 La Jolla Village Drive, 7<sup>th</sup> Floor  
 San Diego, CA 92122

## 6. Total number of applications and patents involved: [29]

7. Total fee (37 CFR 3.41) ..... \$1,160.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number: 08-1641  
 (Attorney Docket No.: 37160-0007)

## 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.

Paul Davis

Name of Person Signing

Signature

October 3, 2003

Date

Total number of pages including cover sheet, attachments, and document: [13]

CH \$1240.00 081641 60026692

**ATTACHMENT 2**  
**TO RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

**Name of Conveying Party: Converge Medical, Inc.**

2. Name and address of receiving parties:

**FORWARD VENTURES IV, L.P.**  
9393 Towne Centre Drive, Suite 200  
San Diego, CA 92121

**FORWARD VENTURES IV B, L.P.**  
9393 Towne Centre Drive, Suite 200  
San Diego, CA 92121

**JAFCO G-8 (A) Investment Enterprise Partnership**  
JAFCO G-8 (A) Investment Enterprise Partnership  
Tekko Bldg., 1-8-2 Marunouchi  
Chiyoda-ku, Tokyo, 100-0005, Japan

**JAFCO GC-1 Investment Enterprise Partnership**  
JAFCO GC-1 Investment Enterprise Partnership  
Tekko Bldg., 1-8-2 Marunouchi  
Chiyoda-ku, Tokyo, 100-0005, Japan

**JAFCO G-8 (B) Investment Enterprise Partnership**  
JAFCO G-8 (B) Investment Enterprise Partnership  
Tekko Bldg., 1-8-2 Marunouchi  
Chiyoda-ku, Tokyo, 100-0005, Japan

**ST. PAUL VENTURE CAPITAL VI, LLC**  
10400 Viking Drive, Suite 550  
Eden Prairie, MN 55344

**HAMILTON TECHNOLOGY VENTURES L.P.**  
12526 High Bluff Drive, Suite 260  
San Diego, CA 92130

(37160.0007)

**EXHIBIT 4 TO RECORDATION FORM COVER SHEET - PATENTS****CONVERGE MEDICAL, INC.**

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
<b>MECHANICAL STENT AND GRAFT DELIVERY SYSTEM</b>							
UNITED STATES	CNVG-001	FCA	8/15/1997	08/911,838	4/17/2001	6,217,585	ISSUED
<b>RADIALLY EXPANDING PROSTHESES AND SYSTEMS FOR THEIR DEPLOYMENT</b>							
UNITED STATES	CNVG-002PRV	NEW	9/20/1996	60/026,592			EXPIRED
UNITED STATES	CNVG-002	FCA	9/19/1997	08/932,566	11/21/2000	6,149,681	ISSUED
UNITED STATES	CNVG-002CON	CON	8/22/2000	09/644,084			PENDING
UNITED STATES	CNVG-010CIP	CIP	10/8/1999	09/415,776	9/25/2001	6,293,955	ISSUED
UNITED STATES	CNVG-010CON	CON	7/10/2001	09/903,219			PUBLISHED
UNITED STATES	CNVG-010CON2	CON	11/21/2001	09/991,455			PUBLISHED
UNITED STATES	CNVG-010CON3	CON	9/12/2002	10/243,260			PUBLISHED
UNITED STATES	CNVG-010CON4	CON	9/12/2002	10/243,325			PUBLISHED
UNITED STATES	CNVG-010CON5	CON	9/12/2002	10/243,488			PUBLISHED
WIPO	CNVG-002WO	CEQ	9/19/1997	US97/16737			NAT PHASE
<b>PERCUTANEOUS BYPASS GRAFT AND SECURING SYSTEM</b>							
UNITED STATES	CNVG-003	FCA	11/7/1997	08/966,003	11/23/1999	5,989,276	ISSUED
WIPO	CNVG-003WO	CEQ	11/7/1997	US97/20494			NAT PHASE
<b>SUTURELESS ANASTOMOSIS SYSTEMS</b>							
UNITED STATES	CNVG-004US1	FCA	6/10/1999	09/329,503			PUBLISHED
UNITED STATES	CNVG-004US2	FCA	6/10/1999	09/329,504	3/26/2002	6,361,559	ISSUED
UNITED STATES	CNVG-004US3	FCA	6/10/1999	09/329,658	7/29/2003	6,599,302	ISSUED
UNITED STATES	CNVG-004US1DIV	DIV	11/21/2000	09/721,158			PENDING
UNITED STATES	CNVG-004US1DIV2	DIV	11/21/2000	09/721,405			PENDING
UNITED STATES	CNVG-004US1DIV3	DIV	11/21/2000	09/721,406			PENDING
UNITED STATES	CNVG-004CON	CON	3/8/2002	10/095,756			PUBLISHED
WIPO	CNVG-004WO	CEQ	6/10/1999	US99/13189			ABANDONED
WIPO	CNVG-004WO1	CEQ	6/10/1999	US99/13188			ABANDONED
WIPO	CNVG-004WO2	CEQ	6/10/1999	US99/13198			NAT PHASE
<b>END-SIDE ANASTOMOSIS SYSTEMS</b>							
UNITED STATES	CNVG-005US1	FCA	9/1/2000	09/654,216	12/17/2002	6,494,889	ISSUED
UNITED STATES	CNVG-005US3	OTH	1/26/2001	09/770,560			PENDING
UNITED STATES	CNVG-005US2	FCA	12/5/2000	09/730,366			PUBLISHED
UNITED STATES	CNVG-005US2CON	CON	11/28/2001	09/997,619			PUBLISHED
UNITED STATES	CNVG-005US4	FCA	8/9/2001	09/927,978			ABANDONED
UNITED STATES	CNVG-005US4CON	CON	3/8/2002	10/096,263			PUBLISHED
WIPO	CNVG-005WO2	CEQ	12/5/2000	US00/42569			NAT PHASE
WIPO	CNVG-005WO4	CEQ	3/27/2002	US02/09925			ABANDONED
<b>HEART SUPPORT TO PREVENT VENTRICULAR REMODELING</b>							
UNITED STATES	CNVG-006	FCA	11/3/2000	09/706,307			PENDING
WIPO	CNVG-006WO	CEQ	9/5/2001	US01/27492			NAT PHASE
<b>DISTAL ANASTOMOSIS SYSTEM</b>							
UNITED STATES	CNVG-007	NEW	7/5/2001	09/899,346			PUBLISHED
UNITED STATES	CNVG-007CIP	CIP	11/21/2001	09/991,469			PUBLISHED
UNITED STATES	CNVG-007CON	CON	9/20/2002	10/251,094			PUBLISHED
UNITED STATES	CNVG-007CON2	CON	7/2/2003	10/613,593			PENDING
WIPO	CNVG-007WO	CEQ	7/1/2002	US02/20846			PUBLISHED
<b>DISTAL ANASTOMOSIS SYSTEM</b>							
UNITED STATES	CNVG-008	FCA	4/11/2002	10/122,075			PUBLISHED
<b>ANGLED VASCULAR ANASTOMOSIS SYSTEM</b>							
UNITED STATES	CNVG-009	FCA	7/1/2002	10/187,655			PENDING
WIPO	CNVG-009WO	CEQ	6/9/2003	US03/18184			PENDING
<b>PRE-IONIZATION OF MAMMALIAN IMPLANTS</b>							
UNITED STATES	CNVG-011PRV	NEW	9/8/2000	60/231,368			EXPIRED

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 17, 2003, is made among Converge Medical, Inc., a Delaware corporation, having an address at 540 Oakmead Parkway, Sunnyvale, CA 94085 ("Grantor"), and each of the Secured Parties (as defined in the Security Agreement).

Grantor and the Secured Parties hereby agree as follows:

### SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means the Security Agreement dated as of even date herewith between Grantor and the Secured Parties.

(c) Terms Defined in the Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the Code.

(d) Interpretation. The rules of interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby grants a security interest in and mortgage to the Secured Parties to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or

unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Secured Parties are the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3 Supplement to Security Agreement. This Agreement has been granted in conjunction with the security interests granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Representations and Warranties. Grantor represents and warrants to the Secured Parties that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Parties to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Secured Parties to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Secured

Parties may record this Agreement, an abstract thereof, or any other document describing the Secured Parties' interest in the Collateral with the PTO, at the expense of Grantor.

**SECTION 6 Authorization to Supplement.** If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Secured Parties with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 6, Grantor authorizes the Secured Parties to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A or B shall in any way affect, invalidate or detract from the Secured Parties' continuing security interest in all Collateral, whether or not listed on Schedule A or B.

**SECTION 7 Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, the Secured Parties and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement

**SECTION 8 Governing Law.** This Agreement shall be construed under and governed by the laws of California, without regard to its conflict of laws provisions, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California.

**SECTION 9 Amendment.** This Agreement is subject to modification only by a writing signed by the parties, except as provided herein. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving the Secured Parties greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Parties under the Security Agreement.

**SECTION 10 Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

**SECTION 11 Termination.** Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Parties shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to the Secured Parties hereunder, including cancellation of this Agreement by written notice from the Secured Parties to the PTO.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**GRANTOR:**

**CONVERGE MEDICAL, INC.**

By:   
Name: Richard A. Lotti, President

Address for notices:

Converge Medical, Inc.  
540 Oakmead Parkway  
Sunnyvale, CA 94085

Facsimile: (408) 774-1780

**SECURED PARTIES:**

**EDWARDS LIFESCIENCES LLC**

By: \_\_\_\_\_  
Name: John Kehl, Jr.  
Title: Corporate VP - Business Development &  
Strategy

Address for notices:

One Edwards Way  
Irvine, CA 92614

[Signature Page to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**GRANTOR:**

**CONVERGE MEDICAL, INC.**

By: \_\_\_\_\_  
Name: Richard A. Lotti, President

Address for notices:

Converge Medical, Inc.  
540 Oakmead Parkway  
Sunnyvale, CA 94085

Facsimile: (408) 774-1780

**SECURED PARTIES:**

**EDWARDS LIFESCIENCES LLC**

By: \_\_\_\_\_  
Name: John Kehl, Jr.  
Title: Corporate VP - Business Development & Strategy

Address for notices:

One Edwards Way  
Irvine, CA 92614

[Signature Page to Patent and Trademark Security Agreement]



SEP-25-03 09:41 FROM: FORWARD VENTURES

+8584545028

T-948 P.002/008 F-920

**FORWARD VENTURES IV, L.P.**

By: Forward IV Associates, LLC  
Its: General Partner

By:   
Name: Standish M. Fleming  
Title: Managing Member

Address for notices:  
9393 Towne Centre Drive, Suite 200  
San Diego, CA 92121

Facsimile: (858) 452-8799

**FORWARD VENTURES IV B, L.P.**

By: Forward IV Associates, LLC  
Its: General Partner

By:   
Name: Standish M. Fleming  
Title: Managing Member

Address for notices:  
9393 Towne Centre Drive, Suite 200  
San Diego, CA 92121

Facsimile: (858) 452-8799

[Signature Page to Patent and Trademark Security Agreement]

SD 626371 v2 (37168.0007)  
pa-823493

**JAFCO G-8 (A) Investment Enterprise  
Partnership**

By: JAFCO Co., Ltd.  
Its: Executive Partner

By: *Tomio Kazuka*  
Name: Tomio Kazuka  
Title: Executive Vice President

Address for notices:

JAFCO G-8 (A) Investment Enterprise Partnership  
Tekko Bldg., 1-8-2 Marunouchi  
Chiyoda-ku, Tokyo, 100-0005, Japan  
Facsimile: 81-3-5223-7095

**JAFCO G-8 (B) Investment Enterprise  
Partnership**

By: JAFCO Co., Ltd.  
Its: Executive Partner

By: *Tomio Kazuka*  
Name: Tomio Kazuka  
Title: Executive Vice President

Address for notices:

JAFCO G-8 (B) Investment Enterprise Partnership  
Tekko Bldg., 1-8-2 Marunouchi  
Chiyoda-ku, Tokyo, 100-0005, Japan  
Facsimile: 81-3-5223-7095

[Signature Page to Patent and Trademark Security Agreement]

3D 626371 v2 (3/160,000)  
pa-823493

JAFCO GC-1 Investment Enterprise  
Partnership

By: JAFCO Co., Ltd.  
Its: Executive Partner

By: *Tomio Kazuka*  
Name: Tomio Kazuka  
Title: Executive Vice President

Address for notices:

JAFCO GC-1 Investment Enterprise Partnership  
Telko Bldg., 1-8-2 Marunouchi  
Chiyoda-ku, Tokyo, 100-0005, Japan  
Facsimile: 81-3-5223-7095

[Signature Page to Patent and Trademark Security Agreement]

SD 626371 v2 (37160.0007)  
pa-823493

**ST. PAUL VENTURE CAPITAL VI, LLC**

By: SPVC Management VI LLC

Its: Managing Member

By:

Name: James R. Simons

Title: Managing Director

Address for notices:

10400 Viking Drive, Suite 550  
Eden Prairie, MN 55344

Facsimile: (952) 995-7475

[Signature Page to Patent and Trademark Security Agreement]


SEP. 30. 2003 11:10AM

HAMILTON TECHNOLOGY VENTURES

NO. 066

P. 2

**HAMILTON TECHNOLOGY VENTURES  
L.P.**

By:   
Name: DAVID R. CARLS  
Title: MANAGER

**Address for notices:**

**12526 High Bluff Drive, Suite 260  
San Diego, CA 92130**

**Facsimile: (858) 314-2355**

[Signature Page to Patent and Trademark Security Agreement]

SD 626371 v2 (37160.0007)  
pa-823493