

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the wrong applic no 10339007. The correct no. is 10339077. Delete recording against 10339007. previously recorded on Reel 013735 Frame 0705. Assignor(s) hereby confirms the security interest agreement and schedule of patents in attached as corrected.

**CONVEYING PARTY DATA**

Name	Execution Date
Computer Motion, Inc.	02/12/2003

**RECEIVING PARTY DATA**

<b>Name:</b>	Agility Capital, LLC
<b>Street Address:</b>	229 East Canon Perdido
<b>Internal Address:</b>	Suite F
<b>City:</b>	Santa Barbara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	93101

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	10339077

**CORRESPONDENCE DATA**

Fax Number: (202)682-3580  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2026823671  
 Email: jrynkiewicz@kayescholer.com

Correspondent Name: John P. Rynkiewicz  
 Address Line 1: 901 Fifteenth Street, NW  
 Address Line 2: Suite 1100  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

<b>NAME OF SUBMITTER:</b>	John P. Rynkiewicz
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<b>NAME OF SUBMITTER:</b>	John P. Rynkiewicz
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Total Attachments: 6  
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**CH \$40.00 10339077**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement (this "Agreement") is entered into as of February 12, 2003 by and between Agility Capital, LLC ("Lender") and Computer Motion, Inc., a Delaware corporation ("Grantor").

### RECITALS

A. Lender 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, of even date herewith, by and between Lender and Grantor (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of its 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 Lender 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; including, without limitation, all of its Copyrights, Trademarks and Patents.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender 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 Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 a addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this 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 or entity, including Lender, 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 any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be delivered to Lender and Grantor.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS, EXCEPT TO THE EXTENT GOVERNED BY FEDERAL LAW, IN WHICH CASE FEDERAL LAW SHALL APPLY.**

This Agreement may not be amended, supplemented or modified, nor may the obligations of the parties hereto be waived, except pursuant to a writing signed by both Lender and Grantor.

Grantor may not assign its rights or obligations under this Agreement without the consent of Lender. This Agreement shall be binding upon and inure to the benefit of Lender and Grantor and their respective successors and permitted assigns.


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

GRANTOR:

COMPUTER MOTION, INC.

Address of Grantor:

Computer Motion, Inc.  
130-B Cremona Drive  
Santa Barbara, CA 93117

By:   
\_\_\_\_\_  
Robert W. Duggan  
Title: Chief Executive Officer

Attn: Robert Duggan, Chief Executive Officer

LENDER:

AGILITY CAPITAL, LLC

Address of Lender:

229 East Canon Perdido  
Suite F  
Santa Barbara, CA 93101

By: \_\_\_\_\_  
Name:  
Title:

Attn: Robert Skinner, Esq.

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

GRANTOR:

COMPUTER MOTION, INC.

Address of Grantor:

Computer Motion, Inc.  
130-B Cremona Drive  
Santa Barbara, CA 93117

By: \_\_\_\_\_  
Name:  
Title:

Attn: Robert Duggan, Chief Executive Officer

LENDER:

AGILITY CAPITAL, LLC

Address of Lender:

229 East Canon Perdido  
Suite F  
Santa Barbara, CA 93101

By: Robert L. Skinner  
Name: Robert L. Skinner  
Title: CEO

Attn: Robert Skinner, Esq.

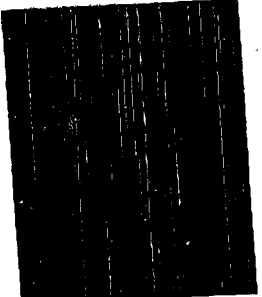
PATENT  
 REEL: 013735 FRAME: 0711

<u>Title</u>	<u>App. No.</u>	<u>Patent No.</u>
Method And Apparatus For Performing Minimally Invasive Cardiac Procedures	10/067,730	
Method And Apparatus For Performing Minimally Invasive Surgical Procedures	09/156,994	6,063,095
Multi-Functional Surgical Control System And Switching Interface	08/929,024	
Method And Apparatus For Performing Minimally Invasive Surgical Procedures	08/873,190	6,102,850
Method And Apparatus For Performing Minimally Invasive Surgical Procedures	09/557,950	
Method And Apparatus For Performing Minimally Invasive Surgical Procedures	10/339,007	
Method And Apparatus For Performing Minimally Invasive Surgical Procedures	10/313,810	

*correct*

*correct No. is 10339077*

260060 02 256



02-12-2003

2-12-03

Form PTO-1595 (Rev. 10/02) RE

OMB No. 0651-0027 (exp. 6/30/2005)

102363981

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

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

1. Name of conveying party(ies):  
Computer Motion, Inc.

2. Name and address of receiving party(ies)  
Name: Agility Capital, LLC  
Internal Address: Suite F  
Street Address: 229 East Canon Perdido  
City: Santa Barbara State: CA Zip: 93101

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

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 Attached)  
B. Patent No.(s) (See Attached)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: John P. Rynkiewicz, Esq.  
Internal Address: Kaye Scholar LLP  
Suite 1100  
Street Address: 901 Fifteenth St., NW  
City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: 67  
7. Total fee (37 CFR 3.41).....\$ 2680.00  
 Enclosed  
 Authorized to be charged to deposit account

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

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.  
John P. Rynkiewicz  
Name of Person Signing  
[Signature]  
Signature  
Feb. 12, 2003  
Date

DO NOT USE THIS SPACE

Total number of pages including cover sheet, attachments, and documents: 47

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

02/12/2003 BTM11 00000007 07174653  
FC:0021 2680.00 OP

PATENT  
REEL: 013735 FRAME: 0705

202-682-3500