

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Tensys Medical, Inc.	11/10/2006

RECEIVING PARTY DATA	
Name:	Mallinckrodt Inc.
Street Address:	15 Hampshire Street
Internal Address:	c/o Tyco Healthcare Group LP
City:	Mansfield
State/Country:	MASSACHUSETTS
Postal Code:	02048

PROPERTY NUMBERS Total: 37

Property Type	Number
Patent Number:	6471655
Patent Number:	6514211
Patent Number:	6676600
Patent Number:	6554774
Patent Number:	7048691
Patent Number:	6228034
Patent Number:	5848970
Patent Number:	5964711
Patent Number:	6176831
Patent Number:	6705990
Patent Number:	6730038
Patent Number:	6974419
Application Number:	11437197
Application Number:	11489908

CH \$1480.00 6471655

Application Number:	60800164
Application Number:	09815982
Application Number:	10754414
Application Number:	10346939
Application Number:	10060646
Application Number:	10838404
Application Number:	10393660
Application Number:	11300019
Application Number:	10269801
Application Number:	10920999
Application Number:	11336222
Application Number:	10961460
PCT Number:	US9723097
PCT Number:	US9916189
PCT Number:	US0017758
PCT Number:	US0109115
PCT Number:	US0122840
PCT Number:	US0303020
PCT Number:	US0303486
PCT Number:	US0324219
PCT Number:	US0332132
PCT Number:	US0529414
PCT Number:	US0536428

CORRESPONDENCE DATA

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Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02110-2624

ATTORNEY DOCKET NUMBER:	THGA-032
NAME OF SUBMITTER:	Gregory S. Fine, Esq.

Total Attachments: 13

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AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This Amended and Restated Patent Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Patent Security Agreement*") dated November ___, 2006 is made by **TENSY MEDICAL, INC.**, a Delaware corporation (the "*Company*") in favor of **MALLINCKRODT INC.**, a New York corporation (the "*Lender*"). Capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Security Agreement (as defined below).

WHEREAS, the Company has entered into a Securities Purchase Agreement, dated August 1, 2006 (as amended and in effect from time to time, the "*Prior Purchase Agreement*"), with the Lender, pursuant to which the Lender, subject to the terms and conditions contained therein, purchased a Senior Secured Convertible Promissory Note for a purchase price of \$2,770,000.80, dated as of August 1, 2006 (the "*First Note*") and as amended and restated as of the date hereof (as further amended and in effect from time to time, the "*Restated First Note*") issued by the Company in favor of the Lender; and

WHEREAS, it was a condition precedent to the Lender purchasing the First Note and making any loans to the Company under the Prior Purchase Agreement that the Company execute and deliver to the Lender, *inter alia*, the Security Agreement and the Patent Security Agreement, each by and between the Company and the Lender, dated as of August 1, 2006 (the "*Prior Security Agreement*" and the "*Prior Patent Security Agreement*," respectively);

WHEREAS, the Company and the Lender believe that it is in the best interest of the Company to amend and restate the Prior Purchase Agreement by entering into an Amended and Restated Securities Purchase Agreement, dated as of the date hereof (as amended and in effect from time to time, the "*Purchase Agreement*"), pursuant to which Purchaser shall purchase a second senior secured convertible promissory note (as amended and in effect from time to time, the "*Second Note*" and together with the Restated First Note and any other notes issued pursuant to the Purchase Agreement, the "*Notes*") for a purchase price of \$2,000,000.00; and

WHEREAS, the Company has issued to the Lender the Notes, evidencing the obligations of the Company to repay the obligations evidenced by the Notes purchased by the Lender from the Company; and

WHEREAS, it is a condition precedent to the Lender purchasing the Notes and making any loans to the Company under the Purchase Agreement that the Company execute and deliver to the Lender (1) an amended and restated Prior Security Agreement, as of even date herewith (as amended and in effect from time to time, the "*Security Agreement*"), with the Lender; and (2) an amended and restated Prior Patent Security Agreement, with the Lender, in substantially the form hereof; and

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Lender, a security interest in, among other property, certain patents of the Company, and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office ("*USPTO*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company agrees as follows:

Section 1. Grant of Security. Company hereby grants to the Lender a continuing security interest in all of Company's right, title and interest in and to the following (collectively referred to as the "*Patent Collateral*"), whether now owned or existing or hereafter acquired or arising:

- (i) each patent owned by the Company, including, without limitation, each patent referred to in Schedule 1 hereto;
- (ii) each exclusive patent license to which the Company is a party referred to in Schedule 2 hereto;

- (iii) all issuances and applications for registration for any of the foregoing, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof;
- (iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Company accruing thereunder or pertaining thereto; and
- (v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Obligations relating to, any and all of the foregoing, including, without limitation, all proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Section 2. No Transfer of Company's Rights. Except to the extent expressly permitted in the Purchase Agreement, Company agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

Section 3. Security for Obligations. The grant of a continuing security interest in the Patent Collateral by Company under this Patent Security Agreement secures the payment of all Obligations.

Section 4. Recordation. Company authorizes and requests that all applicable government officers and authorities record this Patent Security Agreement. For this purpose, any holder of a copy of the present Patent Security Agreement, without duplication of filings, is granted the necessary power to proceed with said recordals in the name of the Lender. The costs of such recordals will be born by the Company.

Section 5. Execution in Counterparts. This Patent Security Agreement may be executed in two 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.

Section 6. Grants, Rights and Remedies. This Patent Security Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the USPTO. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.


Section 8. Termination. Upon payment and performance (including, without limitation, as a result of the conversion of the Notes) in full of all Obligations, the security interest created hereunder shall terminate and the Lender shall promptly execute and deliver to the Company such documents and instruments reasonably requested by the Company as shall be necessary to evidence termination of all security interests given by the Company to the Lender hereunder.

Section 9. Supercession. This Patent Security Agreement and the Exhibits hereto supercedes the Prior Patent Security Agreement and the Exhibits thereto and all other prior agreements and understandings relating to such subject matter.

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IN WITNESS WHEREOF, Company has caused this Amended and Restated Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TENSYS MEDICAL, INC.

By: 

Name: Christopher M. Jones
Title: Chief Executive Officer
Address: 5825 Oberlin Drive, Suite 100
San Diego, CA 92121
Facsimile #: (858) 552-1944

Accepted:

MALLINCKRODT INC.
Lender

By: _____

Name:
Title:

Address for Notices: c/o Tyco Healthcare Group LP
15 Hampshire St.
Mansfield, MA 02048
Facsimile #: (508) 261-8689

[Signature Page to Amended and Restated Patent Security Agreement]

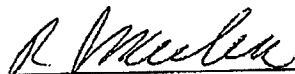
IN WITNESS WHEREOF, Company has caused this Amended and Restated Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TENSY MEDICAL, INC.

By: _____
Name: Christopher M. Jones
Title: Chief Executive Officer
Address: 5825 Oberlin Drive, Suite 100
San Diego, CA 92121
Facsimile #: (858) 552-1944

Accepted:

MALLINCKRODT INC.
Lender

By:  _____ *RM*
Name: Richard J. Media
Title: President

Address for Notices: c/o Tyco Healthcare Group LP
15 Hampshire St.
Mansfield, MA 02048
Facsimile #: (508) 261-8689

[Signature Page to Amended and Restated Patent Security Agreement]

Schedule 1 to Patent Security Agreement

ISSUED PATENTS, ISSUED DESIGN PATENTS AND PATENT APPLICATIONS

Registered Patents

Country	Title	Patent or Application Number	Application Date	Grant Number	Grant Date
U.S.	Method and Apparatus for the Noninvasive Determination of Arterial Blood Pressure	09/342,549	06/29/1999	6,471,655	10/29/2002
U.S.	Method and Apparatus for the Noninvasive Determination of Arterial Blood Pressure	09/489,160	01-21-2000	6,514,211	2/4/2003
U.S.	Smart Physiologic Parameter Sensor and Method	09/652,626	08-31-2000	6,676,600	1/13/2004
U.S.	Method and Apparatus for Assessing Hemodynamic Parameters Within The Circulatory System Of A Living Subject	09/534,900	03-23-2000	6,554,774	4/29/2003
U.S.	Method and Apparatus for Assessing Hemodynamic Parameters Within The Circulatory System Of A Living Subject	09/815,080	03-22-2001	7,048,691	5/23/2006
U.S.	Apparatus and Method for Non-Invasively Monitoring a Subjects Arterial Blood Pressure	09/120,069	07-20-1998	6,228,034	5/8/2001
U.S.	Apparatus and Method for Non-Invasively Monitoring a Subjects Arterial Blood Pressure	08/766,810	12-13-1996	5,848,970	12/15/1998
U.S.	Apparatus and Method for Non-Invasively Monitoring a Subjects Arterial Blood Pressure	09/054,288	04-02-1998	5,964,711	10/12/1999
U.S.	Apparatus and Method for Non-Invasively Monitoring a Subjects Arterial Blood Pressure	09/120,205	07-20-1998	6,176,831	1/23/2001
U.S.	Method and Apparatus for Monitoring the Physiologic Parameters of A Living Subject	09/625,677	07-25-2000	6,705,990	3/16/2004

Country	Title	Patent or Application Number	Application Date	Grant Number	Grant Date
U.S.	Method and Apparatus For Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	10/072,508	02-05-2002	6,730,038	5/4/2004
U.S.	Method and Apparatus For Control of Non- Invasive Parameter Measurements	10/211,115	08-01-2002	6,974,419	12/13/2005
Australia	Apparatus and Method for Non-Invasively Monitoring a Subjects Arterial Blood Pressure	1999000052155	07/15/1999	AU 754,596	3/6/2003
Australia	Apparatus and Method for Non-Invasively Monitoring a Subjects Arterial Blood Pressure	1999000023613	04/06/1999	AU 737,399	11/29/2003
Canada	Apparatus and Method for Non-Invasively Monitoring a Subjects Arterial Blood Pressure	1999002338233	07/15/1999	2,338,233	3/29/2005
New Zealand	Method and Apparatus For Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	2003000535068	02/04/2003	535068	12/5/2005
Singapore	Method and Apparatus for Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	200404232-1	02/04/2003	106211	8/31/2006
Europe	Apparatus and Method for Non-Invasively Monitoring a Subjects Arterial Blood Pressure	99937287.3	07/15/1999	EP1096877	06/08/2005

Pending Patent Applications

Country	Title	Patent or Application Number	Application Date	Grant Number	Grant Date
U.S.	Method and Apparatus for Assessing Hemodynamic Parameters Within The Circulatory System Of A Living Subject	11/437,197	5/18/06		
U.S.	Apparatus and Methods for Non-Invasively Measuring Hemodynamic Parameters	11/489,908	7/19/06		
U.S.	Continuous Positioning Apparatus and Methods	60/800,164	5/13/2006		

Country	Title	Patent or Application Number	Application Date	Grant Number	Grant Date
U.S.	Method and Apparatus for the Noninvasive Assessment Of Hemodynamic Parameters Including Blood Vessel Location	09/815,982	3/22/2001		
U.S.	Smart Physiologic Parameter Sensor and Method	10/754,414	1/9/2004		
U.S.	Method and Apparatus for Assessing Hemodynamic Parameters Within The Circulatory System Of A Living Subject	10/346,939	1/17/2003		
U.S.	Apparatus and Method for Interfacing Time - Variant Signals	10/060,646	1/30/2002		
U.S.	Method and Apparatus For Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	10/838,404	5/3/2004		
U.S.	Method and Apparatus for Control of Non-Invasive Parameter Measurements	10/393,660	3/20/2003		
U.S.	Method and Apparatus for Control of Non-Invasive Parameter Measurements	11/300,019	12/13/2005		
U.S.	Apparatus And Methods For Non-Invasively Measuring Hemodynamic Parameters	10/269,801	10/11/2002		
U.S.	Apparatus And Methods For Non-Invasively Measuring Hemodynamic Parameters	10/920,999	8/18/2004		
U.S.	Apparatus And Methods For Non-Invasively Measuring Hemodynamic Parameters	11/336,222	1/20/2006		
U.S.	Compact Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	10/961,460	10/07/2004		
Europe	Method and Apparatus for the Noninvasive Determination of Arterial Blood Pressure	EP 00943243.6	06/27/2000		
Europe	Smart Physiologic Parameter Sensor and Method	EP 00959816.0	09/01/2000		

Country	Title	Patent or Application Number	Application Date	Grant Number	Grant Date
Europe	Method and Apparatus for Assessing Hemodynamic Parameters Within The Circulatory System Of A Living Subject	EP 01920633.3	03/22/2001		
Europe	Apparatus and Method for Non-Invasively Monitoring a Subjects Arterial Blood Pressure	97953228.0	12/12/1997		
Europe	Apparatus and Method for Interfacing Time-Variant Signals	03735107.9	1/30/2003		
Europe	Method and Apparatus for Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	03710873.5	2/4/2003		
Europe	Method and Apparatus for Control of Non-Invasive Parameter Measurements	03767091.6	8/1/2003		
Europe	Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	03776272.1	10/10/2003		
Japan	Method and Apparatus for the Noninvasive Determination of Arterial Blood Pressure	2001-505807	06/27/2000		
Japan	Smart Physiologic Parameter Sensor and Method	2001-521222	9/01/2000		
Japan	Method and Apparatus for Assessing Hemodynamic Parameters Within The Circulatory System Of A Living Subject	2001-568497	03/22/2001		
Japan	Apparatus and Methods For Non-Invasively Monitoring a Subject's Arterial Blood Pressure	527035/1998	12/12/1997		
Japan	Apparatus and Method for Interfacing Time - Variant Signals	2003-565095	01/30/03		
Japan	Method and Apparatus for Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	2003-565311	02/04/2003		

Country	Title	Patent or Application Number	Application Date	Grant Number	Grant Date
Japan	Method and Apparatus for Control of Non-Invasive Parameter Measurements	2004-526340	08/01/2003		
Japan	Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	2004-543650	10/10/03		
Australia	Method and Apparatus for Assessing Hemodynamic Parameters Within The Circulatory System Of A Living Subject	2001247665	03/22/2001		
Australia	Method and Apparatus for Assessing Hemodynamic Parameters Within The Circulatory System Of A Living Subject	200600992	03/08/2006		
Australia	Apparatus and Method for Interfacing Time - Variant Signals	2003210783	01/30/2003		
Australia	Method and Apparatus for Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	2003215057	02/04/2003		
Australia	Method and Apparatus for Control of Non-Invasive Parameter Measurements	2003263966	08/01/2003		
Australia	Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	2003284042	10/10/2003		
Canada	Method and Apparatus for Assessing Hemodynamic Parameters Within The Circulatory System Of A Living Subject	2,403,728	03/22/2001		
Canada	Apparatus and Method for Non-Invasively Monitoring a Subjects Arterial Blood Pressure	2,274,840	12/12/1997		
Canada	Method and Apparatus for Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	2,474,784	02/04/2003		

Country	Title	Patent or Application Number	Application Date	Grant Number	Grant Date
Canada	Method and Apparatus for Control of Non-Invasive Parameter Measurements	2,494,548	08/01/2003		
Canada	Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	2,501,749	10/10/03		
Singapore	Method and Apparatus for Assessing Hemodynamic Parameters Within The Circulatory System Of A Living Subject	200205780-0	03/22/2001		
Singapore	Apparatus and Method for Interfacing Time - Variant Signals	200404190-1	01/30/2003		
Singapore	Method and Apparatus for Control of Non-Invasive Parameter Measurements	200500518-6	02/04/2003		
Singapore	Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	200502233-0	10/10/03		
South Korea	Apparatus and Method for Interfacing Time - Variant Signals	2004-7011851	01/30/03		
South Korea	Method and Apparatus for Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	2004-7012160	08/01/03		
South Korea	Method and Apparatus for Control of Non-Invasive Parameter Measurements	2005-7001872	02/04/03		
South Korea	Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	2005-7006271	10/10/03		
China	Apparatus and Method for Interfacing Time - Variant Signals	0380309.7	01/30/2003		
China	Method and Apparatus for Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	03803300.3	02/04/2003		
China	Method and Apparatus for Control of Non-Invasive Parameter Measurements	03823574.9	08/01/2003		

Country	Title	Patent or Application Number	Application Date	Grant Number	Grant Date
China	Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	200380105657.4	10/10/03		
New Zealand	Method and Apparatus for Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	535068	02/04/2003		
New Zealand	Method and Apparatus for Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	543952	02/04/2003		
New Zealand	Method and Apparatus for Control of Non-Invasive Parameter Measurements	538416	08/01/2003		
New Zealand	Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	539663	10/10/2003		
India	Method and Apparatus For Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	01108/KOL NP/04	02/04/03		
India	Method and Apparatus for Control of Non-Invasive Parameter Measurements	235/KOL NP/05	08/01/03		
India	Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	856/KOL NP/05	10/10/03		
Hong Kong	Method and Apparatus For Non-Invasively Measuring Hemodynamic Parameters Using Parametrics	05103541.3	04/26/2005		
Hong Kong	Method and Apparatus for Control of Non-Invasive Parameter Measurements	05105747.0	07/08/05		
Hong Kong	Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	05107887.6	9/8/2005		
PCT	Apparatus and Method for Non-Invasively Monitoring a Subject's Patient's Blood Pressure	PCT/US97/23097	12/12/1997		
PCT	Apparatus and Method for Non-Invasively Monitoring a Subject's Arterial Blood Pressure	PCT/US99/16189	07/15/1999		
PCT	Method and Apparatus for the Non-Invasive Determination of Arterial Blood Pressure	PCT/US00/17758	07/27/2000		

Country	Title	Patent or Application Number	Application Date	Grant Number	Grant Date
PCT	Method and Apparatus for Assessing Hemodynamic Parameters and Blood Vessel Location Within The Circulatory System Of A Living Subject	PCT/US01/09115	03/22/01		
PCT	Method and Apparatus for Monitoring Physiologic Parameters of a Living Subject	PCT/US01/22840	07/20/2001		
PCT	Apparatus and Method for Interfacing time variant signals	PCT/US03/03020	01/30/2003		
PCT	Method and Apparatus for Assessing Hemodynamic Parameters Using Parametrics	PCT/US03/03486	02/04/2003		
PCT	Method and Apparatus for Control of Non-Invasive Parameter Measurements	PCT/US03/24219	8/1/2003		
PCT	Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	PCT/US03/32132	10/10/2003		
PCT	Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	PCT/US05/29414	8/17/2005		
PCT	Compact Apparatus and Methods For Non-Invasively Measuring Hemodynamic Parameters	PCT/US05/36428	10/6/2005		

Schedule 2 to Patent Security Agreement

EXCLUSIVE PATENT LICENSES

NONE