# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE	Ξ:	NEW ASSIGNMENT		
NATURE OF CONV	IVEYANCE: Second Amended and Restated Intellectual Property and Equip		Intellectual Property and Equipment Secu	rity
CONVEYING PART	Y DATA	·		
	 1	Name	Execution Date	
Heart Leaflet Technologies, Inc.		01/19/2007		
RECEIVING PARTY	Υ DATA			
Name:	Wright, Eugene R.	and Diane M., JTWROS		
Street Address:	15100 Stone Road			
City:	Wayzata			
State/Country:	MINNESOTA			
Postal Code:	55391	55391		
Name:	Wilson, Robert F. with Southwest Securities Inc. as SEP IRA Custodian			
Street Address:	3107 W. Owasso Blvd.			
City:	Roseville			
State/Country:	MINNESOTA			
Postal Code:	55113			
Name:	Clark, Ronald E. an	nd Sandra L., JTWROS		
Street Address:	5716 Long Brake Trail			
City:	Edina			
State/Country:	MINNESOTA			
Postal Code:	55439			
Name:	Gordon J. Bredenb	era	]	
Street Address:	7108 31st Avenue North			
City:	New Hope			
State/Country:	MINNESOTA			
Postal Code:	55427			
Name:	DBJ 2001 Holdings LLC			

Street Address:	5408 Stauder Circle	
City:	Edina	
State/Country:	MINNESOTA	
Postal Code:	55436	
Name:	Steve D. Roberts	
Street Address:	2051 Somero Road	
City:	Ely	
State/Country:	MINNESOTA	
Postal Code:	55731	
Name:	VBS General Partnership c/o Peter C. VerHalen	
Street Address:	12611 San Vincente Blvd.	
City:	Los Angeles	
State/Country:	CALIFORNIA	
Postal Code:	90049	
Name:	Becker, Robert J. and June G., JTWROS	
Street Address:	2200 Ocean Lane #1905	
City:	Ft. Lauderdale	
State/Country:	FLORIDA	
Postal Code:	33316	
Name:	Wilson, Robert F, with Southwest Securities Inc. as IRA Custodian	
Street Address:	3107 W. Owasso Blvd.	
City:	Roseville	
State/Country:	MINNESOTA	
Postal Code:	55113	
Name:	Dan W. Gladney	
Street Address:	5110 Meadville Street	
City:	Greenwood	
State/Country:	MINNESOTA	
Postal Code:	55331	
Name:	Owens, James N Revocable Trust; Owens, James N., Trustee	
Street Address:	3945 Lakepoint Street	
City:	West Bloomfield	
State/Country:	MICHIGAN	
Postal Code:	48323	

Name:	Curt E. Arvidson	
Street Address:	6909 Gleason Circle	
City:	Edina	
State/Country:	MINNESOTA	
Postal Code:	55439	
Name:	Kyle Mansfield	
Street Address:	250 Marquette Avenue, Suite 1200	
City:	Minneapolis	
State/Country:	MINNESOTA	
Postal Code:	55401	
Name:	Johnson, Donald A. Trust; Johnson, Donald A. Trustee	
Street Address:	10234 Queen Avenue South	
City:	Bloomington	
State/Country:	MINNESOTA	
Postal Code:	55431	
Name:	Kristi Jo Lynn	
Street Address:	13140 W. Bluebonnet Court	
City:	Boise	
State/Country:	IDAHO	
Postal Code:	83713	
Name:	Paul J. Forsberg	
Street Address:	6828 Chapel Lane	
City:	Edina	
State/Country:	MINNESOTA	
Postal Code:	55439	
Name:	Peter C. VerHalen	
	12611 San Vincente Blvd.	
Street Address:	Los Angeles	
Street Address: City:		
City:	Los Angeles	
City: State/Country:	Los Angeles CALIFORNIA	
City: State/Country:	Los Angeles CALIFORNIA 90049	
City: State/Country: Postal Code:	Los Angeles CALIFORNIA	

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State/Country:		
Postal Code:	94040	
Name:	Gougeon, Franck L. Revocable Trust, The; Gougeon, Franck L. Trustee (under	
	agreement dated June 28, 2006)	
Street Address:	4729 Annaway Drive	
City:	Edina	
State/Country:		
Postal Code:	55436	
Name:	Bracco AMT, Inc. Attn: Fulvio Renoldi Bracco	
Street Address:	245 Park Avenue, 24th Floor	
City:	New York	
State/Country:		
Postal Code:	10167	
Name:	Mark Hanson	
Street Address:	3271 Jackson Street	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94118	
Name:	BVM Medical Ltd.	
Street Address:	BVM House, Trinity Lane	
Internal Address:	Hinckley	
City:	Leicestershire	
State/Country:	UNITED KINGDOM	
Postal Code:	LE10 0BL	
Name:	John O. Hanson	
	1903 Grandview Avenue	
Street Address:		
Street Address: City:	Red Wing	
	Red Wing MINNESOTA	

Property Type	Number
Application Number:	10613121
Application Number:	10651161

Application Number:	10651162
Application Number:	10650959
Application Number:	11442371
Application Number:	11443814
Application Number:	60827373

### CORRESPONDENCE DATA

Fax Number:	(612)607-7100		
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.			
Phone:	612.607.7595		
Email:	krostberg@oppenheimer.com		
Correspondent Name:	Barbara A. Wrigley		
Address Line 1:	45 South Seventh Street		
Address Line 2:	Plaza VII Building, Suite 3300		
Address Line 4:	Minneapolis, MINNESOTA 55402		

ATTORNEY DOCKET NUMBER:	21913/18	
NAME OF SUBMITTER:	K.J. Rostberg	
Total Attachments: 11		
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### SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY AND EQUIPMENT SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY AND EQUIPMENT SECURITY AGREEMENT (the "<u>Agreement</u>"), dated as of January 19, 2007, is entered into by Heart Leaflet Technologies, Inc., a Minnesota corporation (the "<u>Debtor</u>"), for the benefit of the parties listed on <u>Schedule 1</u> hereto (each a "<u>Secured Party</u>" and collectively, the "<u>Secured Parties</u>").

A. The Secured Parties have made certain loans to the Debtor as evidenced by those certain secured convertible promissory notes of the Debtor in favor of the Secured Parties dated as of May 31, 2006, June 7, 2006 and July 7, 2006, in the aggregate original principal amount of \$1,522,500 (the "<u>Original Notes</u>"), and those additional secured convertible promissory notes of the Debtor dated as of January 19, 2007, in the aggregate original principal amount of \$1,850,000 (the "<u>Additional Notes</u>") (collectively, the "<u>Secured Notes</u>").

B. The Debtor has granted the Secured Parties holding the Original Notes a security interest in the assets of the Debtor pursuant to that certain Intellectual Property Security Agreement dated June 7, 2006 (the "<u>Original Agreement</u>"), as amended and restated as of October 31, 2006 (the "<u>Prior Restated Agreement</u>").

C. The parties now wish to further amend and restate the Prior Restated Agreement in its entirety as set forth herein to include the Secured Parties holding the Additional Notes and to provide for the addition of equipment as collateral.

Accordingly, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. <u>Definitions</u>. All terms defined in the Recitals hereto that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

(a) "<u>Equipment</u>" means all of the Debtor's equipment, as such term is defined in the Uniform Commercial Code, as in effect from time to time in the State of Minnesota, whether now owned or hereafter acquired, including, but not limited to, all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, shop equipment, office and recordkeeping equipment, parts, tools, and supplies.

(b) "<u>Intellectual Property</u>" means Patents, Trademarks and Trade Secrets and the proceeds and products of the foregoing including, without limitation, all proceeds of infringement suits and any and all claims for damages by way of past, present and future infringements of any of the rights included above, and all rights corresponding to the foregoing throughout the world.

(c) "<u>Obligations</u>" means all obligations of every type and description which the Debtor may now or at any time hereafter owe to the Secured Parties pursuant to the Secured Notes.

(d) "<u>Patents</u>" means all of the Debtor's right, title and interest in, to and under patents or applications for patents and like protection, including, without limitation, any provisional and non-provisional patent applications, issued patents, reissued patents, reexaminations, improvements, divisionals, continuations, renewals, amendments, extensions and continuations-in-part thereof, any co-pending foreign patents or patent applications, fees or royalties with respect to each, and including, without limitation, the right, but not the obligation, to sue for past, present and future infringements and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, those patents and patent applications listed on Exhibit A, this list being non-exclusive.

(e) "<u>Trademarks</u>" means all of the Debtor's present and future right, title and interest in and to all service marks, trademarks and trade names owned by the Debtor and used in the course of its business, whether registered or not, and all applications therefor, including, but not limited to, all amendments and renewals thereof, the right, but not the obligation, to sue for past, present and future infringements and all rights corresponding thereto throughout the world, and the entire goodwill of the business associated with and symbolized by the marks.

(f) "<u>Trade Secrets</u>" means all of the Debtor's trade secrets, know-how and other intellectual property, whether now owned or hereafter acquired or developed, useful or necessary for practicing the Patents.

2. <u>Security Interest</u>. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Parties a security interest, with power of sale to the extent permitted by law (the "<u>Security Interest</u>"), in all of Debtor's right, title and interest in, to and under the Equipment and the Intellectual Property, and all products and proceeds thereof, whether now existing or owned or hereafter acquired, developed or arising, to secure payment of the Obligations. As a condition to extending credit to the Debtor under the Secured Notes, the Debtor at its expense shall execute financing statements or other applicable documents covering the Equipment and the Intellectual Property and file the same with the Office of the Minnesota Secretary of State, and promptly thereafter record the Security Interest in the Patents with the U.S. Patent and Trademark Office, and take such other steps as are necessary to cooperate with the Secured Parties to perfect its security interest granted herein.

3. <u>Representations, Warranties and Agreements</u>. The Debtor hereby represents, warrants and agrees as follows:

(a) *Existence; Authority.* The Debtor is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota, with full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its certificate of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct legal name of the Debtor is Heart Leaflet Technologies, Inc. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to such Patents as of the date hereof. The Debtor further represents and warrants that as of the date hereof (i) there is no pending action, suit or proceeding before or by any court or governmental authority asserting that the use of any of the Patents by the Debtor does or may violate the intellectual property rights of any third person, and (ii) the Debtor has not received any written notice asserting that the use of any of the Patents by the Debtor violates the intellectual property rights of any third person.

(c) **Trademarks**. None of the Trademarks owned or controlled by the Debtor as of the date hereof are registered with the U.S. Patent and Trademark Office or any state or are the subject of any application for such registration. The Debtor represents and warrants that:

(i) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(ii) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person; and

(iii) The Debtor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of goods and services marked by the Trademarks.

(d) *Title*. The Debtor has absolute title to the Equipment and to each Patent listed on Exhibit A, free and clear of any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien (statutory or other), encumbrance, restriction, tax, or other charge of any kind or nature whatsoever, except the Security Interest granted herein and any obligations disclosed in the Debtor's Private Placement Memoranda dated May 19, 2006 and January 5, 2007 (the "Private Placement Memoranda"), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons. The Debtor (i) will have, at the time the Debtor acquires any Equipment and at the time the Debtor acquires any rights in Patents or Trademarks hereafter originating from internal development work of the Debtor, absolute title to each such Equipment, Patent or Trademark, free and clear of all security interests, liens and encumbrances, except the Security Interest and any obligations disclosed in the Private Placement Memoranda, and (ii) will keep all such Equipment, Patents and Trademarks free and clear of all security Interest granted herein.

(e) *No Sale.* The Debtor will not encumber, pledge, assign, transfer, sell or otherwise dispose of any Intellectual Property, or any interest therein, without the prior written consent of Secured Parties holding at least two-thirds of the then outstanding principal amount of the Secured Notes (a "<u>Two-Thirds Interest</u>").

(f) **Defense**. The Debtor will at its own expense, and using its best efforts, protect and defend the Equipment, the Patents, the Trademarks and the Trade Secrets against all claims or demands of all persons other than the Secured Parties.

(g) *Maintenance of Patents and Trademarks*. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its

business, including, but not limited to, filing all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or any Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Parties with (i) sufficient written notice to allow the Secured Parties to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) *Maintenance of Equipment*. The Debtor will (i) keep all Equipment in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof; (ii) promptly notify the Secured Parties of any material loss of or material damage to any Equipment; and (iii) at all times keep all Equipment insured against risks of fire, theft and such other risks and in such amounts as the Secured Parties may reasonably request, with any such policies containing a lender loss payable endorsement acceptable to the Secured Parties. As of the date hereof, the Equipment is located only in the state and at the address identified as the Debtor's address on the signature page to this Agreement. The Debtor will not permit any Equipment to be located in any state (and, if county filing is required, in any county) in which a financing statement covering the Equipment is required to be, but has not in fact been, filed in order to perfect the Security Interest in the Equipment.

(i) **The Secured Parties' Right to Take Action**. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten days after the Secured Parties give the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Parties that it intends to abandon a Patent or a Trademark, the Secured Parties, acting by a Two-Thirds Interest, may (but need not) perform or observe such covenant or agreement on behalf of and in the name, place and stead of the Debtor (or, at the Secured Parties' option, in the Secured Parties' own names) and may (but need not) take any and all other actions which the Secured Parties may reasonably deem necessary to cure or correct such failure.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Parties on demand the amount of all moneys expended and all costs and expenses (including reasonable attorney fees) incurred by the Secured Parties in connection with or as a result of the Secured Parties' taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Parties at the highest rate then applicable to any of the Obligations.

(k) *Power of Attorney*. To facilitate the Secured Parties' taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) each of the Secured Parties, or their delegate, with full power of substitution, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing

4

statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Parties, after and during the continuation of an Event of Default, to enforce or use the Equipment, the Patents, the Trademarks or the Trade Secrets or to grant or issue any exclusive or non-exclusive license under the Patents, the Trademarks or the Trade Secrets to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Equipment, the Patents, the Trademarks or the Trade Secrets to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all of the Obligations.

(1) Hereafter Acquired or Created Patents and Trademarks. The Debtor shall promptly advise the Secured Parties of any Patent or Trademark not specified in this Agreement which is hereafter created or acquired by the Debtor. The Debtor shall not file any Patent or Trademark application without executing and concurrently filing such other instruments, and taking such further actions as necessary to perfect or continue the perfection of the Secured Parties' interest in the Patents and Trademarks, respectively, including, without limitation, the recording in the U.S. Patent and Trademark Office of the Security Interest.

4. <u>The Debtor's Use of the Patents, the Trademarks and the Trade Secrets</u>. The Debtor shall be permitted to control and manage the Patents, the Trademarks and the Trade Secrets, including the right to exclude others from making, using or selling items covered by the Patents, the Trademarks and the Trade Secrets and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. <u>Events of Default</u>. The occurrence of an Event of Default, as defined in the Secured Notes, shall constitute an event of default under this Agreement (an "<u>Event of Default</u>").

6. <u>Remedies</u>. Upon the occurrence of an Event of Default and at any time thereafter during its continuation, the Secured Parties, acting by a Two-Thirds Interest, may, at their option, exercise and enforce any or all rights and remedies available under law or agreement, including, without limitation, the Uniform Commercial Code, and may also take any or all of the following actions:

(a) The Secured Parties may exercise any or all remedies available under the Secured Notes;

(b) The Secured Parties may sell, assign, transfer, license, pledge, encumber or otherwise dispose of the Equipment, the Patents, the Trademarks and the Trade Secrets on such terms as the Secured Parties may deem appropriate; and

(c) The Secured Parties may enforce the Patents, the Trademarks and the Trade Secrets and any licenses thereunder, and if the Secured Parties shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Parties, do any and all lawful acts and execute any and all proper documents required by the Secured Parties in aid of such enforcement.

7. <u>Application of Proceeds</u>. If an Event of Default shall have occurred and be continuing, the Secured Parties may apply the proceeds of any sale or other disposition of all or

any part of the Intellectual Property or Equipment, in cash or in kind or, on a ratable basis, in any combination thereof, in the following order of priorities:

(a) First, to pay the expenses of such sale or other disposition;

(b) Second, to pay ratably all interest on the Secured Notes until payment in full of all such interest shall have been made;

(c) Third, to pay the unpaid principal of the Secured Notes ratably until payment in full of the principal of all Secured Obligations shall have been made; and

(d) Finally, to pay to the Debtor, or as a court of competent jurisdiction may direct, any surplus then remaining from the proceeds of such sale or other disposition.

8. <u>Notice</u>. Any notice or other communications hereunder to the parties hereto shall be in writing and may be personally served or sent by United States mail, registered or certified, return receipt requested, postage pre-paid (or via recognized overnight delivery service with all service charges prepaid or bills to the account of the sender) and properly addressed as set forth below its signature or on <u>Schedule 1</u> hereto, as the case may be.

9. <u>The Secured Parties</u>. The Secured Parties agree that none of the Secured Parties shall take any action under this Agreement without the written consent of the holders of at least a Two-Thirds Interest of the Secured Notes then outstanding.

10. <u>Costs and Expenses</u>. The Debtor shall pay on demand all costs and expenses of the Debtor including, without limitation, all reasonable attorneys' fees in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under this Agreement, and the assignment, sale, license, transfer or other disposal of the Equipment or any of the Intellectual Property.

11. <u>Secured Notes</u>. To the extent any provision of this Agreement conflicts with any provision of the Secured Notes, the provision giving 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 Secured Parties under the Secured Notes. This Security Agreement and the Secured Notes comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

12. <u>Miscellaneous</u>. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Parties holding at least a majority of the then outstanding principal amount of the Secured Notes, except that any provision of this Agreement requiring action by a Two-Thirds Interest will require such a Two-Thirds Interest for any such waiver, modification, amendment, termination, discharge or release. A waiver signed by the Secured Parties shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Parties' rights or remedies. All rights and remedies of the Secured Parties shall be cumulative and may be exercised singularly or concurrently, at the Secured Parties' options, and the exercise or enforcement of any other.

6

The Secured Parties shall not be obligated to preserve any rights that the Debtor may have against prior parties, to realize on the Equipment, the Patents the Trademarks and the Trade Secrets at all or in any particular manner or order, or to apply any cash proceeds of the Equipment, the Patents, the Trademarks and the Trade Secrets in any particular order of application (except as set forth in this Agreement). This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Parties and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Parties, and the Debtor waives notice of the Secured Parties' acceptance hereof. The Secured Parties may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Parties to execute this Agreement shall not affect or impair the validity or A carbon, photographic or other reproduction of this effectiveness of this Agreement. Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the state of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. If the final judgment of a court of competent jurisdiction declares any term or provision hereof to be invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that shall achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

# THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

13. <u>Original and Prior Restated Agreements Superseded</u>. This Agreement amends, restates, and supersedes in its entirety the Original Agreement and the Prior Restated Agreement. Nothing herein shall be construed to be a novation of the indebtedness secured under the Original Agreement or the Prior Restated Agreement, and it is intended that the Obligations shall continue to be entitled to all of the priorities existing as of the date that the Original Agreement was first executed and delivered.

[signature page follows]

The Debtor has duly executed this Agreement as of the date written above.

### THE DEBTOR:

# HEART LEAFLET TECHNOLOGIES, INC.

By: 🖌 By: <u>Dan W. Gladner</u> Name: <u>Dan W. Gladner</u> Chig Executive Officer President

Address:

7351 Kirkwood Lane North, Suite 104 Maple Grove, Minnesota 55369 Attn: Chief Executive Officer

#### SCHEDULE 1

#### List of the Secured Parties and their Addresses

Eugene R. and Diane M. Wright, JTWROS 15100 Stone Road Wayzata, MN 55391

Robert F. Wilson with Southwest Securities Inc. as SEP IRA Custodian 3107 W. Owasso Blvd. Roseville, MN 55113

Ronald E. and Sandra L. Clark, JTWROS 5716 Long Brake Trail Edina, MN 55439

Gordon J. Bredenberg 7108 31<sup>st</sup> Avenue North New Hope, MN 55427

DBJ 2001 Holdings LLC 5408 Stauder Circle Edina, MN 55436

Steve D. Roberts 2051 Somero Road Ely, MN 55731

VBS General Partnership c/o Peter C. VerHalen 12611 San Vincente Blvd. Los Angeles, CA 90049

John O. Hanson 1903 Grandview Avenue Red Wing, MN 55066

Robert J. and June G. Becker, JTWROS 2200 Ocean Lane #1905 Ft. Lauderdale, FL 33316 Robert F. Wilson, with Southwest Securities Inc. as IRA Custodian 3107 W. Owasso Blvd. Roseville, MN 55113

Dan W. Gladney 5110 Meadville Street Greenwood, MN 55331

James N. Owens Revocable Trust James N. Owens, Trustee 3945 Lakepoint Street West Bloomfield, MI 48323

Curt E. Arvidson 6909 Gleason Circle Edina, MN 55439

Kyle Mansfield 250 Marquette Avenue, Suite 1200 Minneapolis, MN 55401

Donald A. Johnson Trust Donald A. Johnson, Trustee 10234 Queen Avenue South Bloomington, MN 55431

Kristi Jo Lynn 13140 W. Bluebonnet Court Boise, ID 83713

Paul J. Forsberg 6828 Chapel Lane Edina, MN 55439

Peter C. VerHalen 12611 San Vincente Blvd. Los Angeles, CA 90049 ITX International Equity Corp. 700 E. El Camino Real, Suite 200 Mountain View, CA 94040

The Franck L. Gougeon Revocable Trust under agreement dated June 28, 2006 Frank L. Gougeon, Trustee 4729 Annaway Drive Edina, MN 55436

Bracco AMT, Inc. Attn: Fulvio Renoldi Bracco 245 Park Avenue, 24<sup>th</sup> Floor New York, NY 10167 Mark Hanson 3271 Jackson Street San Francisco, CA 94118

BVM Medical Ltd. BVM House, Trinity Lane Hinckley Leicestershire LE10 0BL

### EXHIBIT A

# UNITED STATES PATENTS AND PATENT APPLICATIONS

Title	Serial Number	Filing Date
Leaflet Reinforcement For Regurgitant Valves	10/613,121	7/3/2003
Leaflet Valve	10/651,161	8/28/2003
Delivery Device For Leaflet Valve	10/651,162	8/28/2003
Method of Treating Diseased Valve	10/650,959	8/28/2003
Intravascular Cuff	11/442,371	5/26/2006
Stentless Support Structure	11/443,814	5/26/2006
Removable Backstop For Delivery of Support Structure (Provisional)	60/827,373	9/28/2006

2441032 v012 01/17/2007 PATENT REEL: 018792 FRAME: 0415

**RECORDED: 01/23/2007**