

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the Patent Assignment and Security Agreement executed on February 8, 2007 by adding 2 patent serial numbers and 2 PCT numbers previously recorded on Reel 018875 Frame 0345. Assignor (s) hereby confirms the Patent Assignment and Security Agreement.

CONVEYING PARTY DATA

Name	Execution Date
Reynaldo Calderon	02/08/2007
Delores Calderon	02/08/2007
Carlos Mendoza	02/08/2007

RECEIVING PARTY DATA

Name:	Adams and Reese, LLP
Street Address:	1221 McKinney, Suite 4400
City:	Houston
State/Country:	TEXAS
Postal Code:	77010

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	4714460
Patent Number:	4867742
Patent Number:	4883459
Application Number:	11026103
Application Number:	11154413
PCT Number:	US0546627
PCT Number:	US0546607

CORRESPONDENCE DATA

Fax Number: (713)652-5152

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713-308-0178

PATENT

500225823

REEL: 018898 FRAME: 0784

OP \$280.00 4714460

Email: isaac.johnsoniv@arlaw.com
Correspondent Name: Isaac Johnsoniv@arlaw.com
Address Line 1: 1221 McKinney, Suite 4400
Address Line 4: Houston, TEXAS 77010

NAME OF SUBMITTER:

Issac Johnson IV

Total Attachments: 17

source=Corrective Assignment Calderon#page1.tif
source=Corrective Assignment Calderon#page2.tif
source=Corrective Assignment Calderon#page3.tif
source=Corrective Assignment Calderon#page4.tif
source=Corrective Assignment Calderon#page5.tif
source=Corrective Assignment Calderon#page6.tif
source=Corrective Assignment Calderon#page7.tif
source=Corrective Assignment Calderon#page8.tif
source=Corrective Assignment Calderon#page9.tif
source=Corrective Assignment Calderon#page10.tif
source=Corrective Assignment Calderon#page11.tif
source=Corrective Assignment Calderon#page12.tif
source=Corrective Assignment Calderon#page13.tif
source=Corrective Assignment Calderon#page14.tif
source=Corrective Assignment Calderon#page15.tif
source=Corrective Assignment Calderon#page16.tif
source=Corrective Assignment Calderon#page17.tif

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	Patent Assignment and Security Agreement										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Reynaldo Calderon</td><td>02/08/2007</td></tr><tr><td>Delores Calderon</td><td>02/08/2007</td></tr><tr><td>Carlos Mendoza</td><td>02/08/2007</td></tr></tbody></table>	Name	Execution Date	Reynaldo Calderon	02/08/2007	Delores Calderon	02/08/2007	Carlos Mendoza	02/08/2007			
Name	Execution Date										
Reynaldo Calderon	02/08/2007										
Delores Calderon	02/08/2007										
Carlos Mendoza	02/08/2007										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Adams and Reese LLP</td></tr><tr><td>Street Address:</td><td>1221 McKinney, Suite 4400</td></tr><tr><td>City:</td><td>Houston</td></tr><tr><td>State/Country:</td><td>TEXAS</td></tr><tr><td>Postal Code:</td><td>77010</td></tr></table>	Name:	Adams and Reese LLP	Street Address:	1221 McKinney, Suite 4400	City:	Houston	State/Country:	TEXAS	Postal Code:	77010	
Name:	Adams and Reese LLP										
Street Address:	1221 McKinney, Suite 4400										
City:	Houston										
State/Country:	TEXAS										
Postal Code:	77010										
PROPERTY NUMBERS Total: 3											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>4714460</td></tr><tr><td>Patent Number:</td><td>4867742</td></tr><tr><td>Patent Number:</td><td>4883459</td></tr></tbody></table>	Property Type	Number	Patent Number:	4714460	Patent Number:	4867742	Patent Number:	4883459			
Property Type	Number										
Patent Number:	4714460										
Patent Number:	4867742										
Patent Number:	4883459										
CORRESPONDENCE DATA											
Fax Number: (713)652-5152											
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 713-308-0178											
Email: isaac.johnsoniv@arlaw.com											
Correspondent Name: Isaac Johnson IV											
Address Line 1: 1221 McKinney, Suite 4400											
Address Line 4: Houston, TEXAS 77010											
NAME OF SUBMITTER:	Isaac Johnson IV										

Signature:

/Isaac Johnson IV/

Date:

02/09/2007

Total Attachments: 14

source=Calderon#page1.tif
source=Calderon#page2.tif
source=Calderon#page3.tif
source=Calderon#page4.tif
source=Calderon#page5.tif
source=Calderon#page6.tif
source=Calderon#page7.tif
source=Calderon#page8.tif
source=Calderon#page9.tif
source=Calderon#page10.tif
source=Calderon#page11.tif
source=Calderon#page12.tif
source=Calderon#page13.tif
source=Calderon#page14.tif

RECEIPT INFORMATION**EPAS ID:** PAT229258**Receipt Date:** 02/09/2007**Fee Amount:** \$120

Schedule 1
DESCRIPTION OF TRANSFERRED PATENTS

Country	Reference #	Type	Filed	Serial #	Issued	Patent #	Status
METHODS AND SYSTEMS FOR RETROGRADE PERFUSION IN THE BODY FOR CURING IT OF A DISEASE OR IMMUNE DEFICIENCY							
US	13962.001.007	CON	8/7/1987	07/083,673	9/19/1989	4,867,742	Issued
Canada	13962.9001.0008	CEQ	12/18/1987	554,813	5/19/1992	1,301,002	Issued
US	13962.001.0013	CON	12/21/1987	07/139,065	11/28/1989	4,883,459	Issued
Japan	13962.9001.0016	CEQ	8/8/1986	63-507,484	5/1/1998	2,776,526	Issued
Japan	13962.9001.0019	CEQ	12/21/1988	HEI.500,922	12/25/1998	2,868,559	Issued
Japan	13962.9001.0012	CEQ	12/21/1997	62-324692	5/16/1997	2,650,932	Issued
RETROGRADE PERFUSION OF TUMOR SITES							
US	013962.9001.0020	NEW	12/30/2004	11/026,103			Pending
US	013962.000002	CIP	6/16/2005	11/154,413			Pending
WIPO	13962.000004	CEQ	12/22/2005	PCT/US2005/46627			Pending
WIPO	13962.000003	CEQ	12/22/2005	PCT/US2005/46607			Pending

ATTACHMENT A
TO FINANCING STATEMENT

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor(s)</u>
4,714,460	12/22/87	<i>Methods & System for Retrograde Perfusion</i>	Reynaldo Calderon
4,867,742	9/19/89	<i>Retrograde Perfusion</i>	Reynaldo Calderon
4,883,459	11/28/89	<i>Improved Retrograde Perfusion</i>	Reynaldo Calderon

PATENT ASSIGNMENT AND SECURITY AGREEMENT

THIS PATENT ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") is made by and between REYNALDO CALDERON, a Texas resident, having an address of 2424 West Holcombe Blvd., Houston, Texas 77030, and CARLOS MENDOZA, a Texas resident, having an address of 3212 Smith Street, Suite 100, Houston, TX 77007 (hereinafter collectively called "Grantor"), and ADAMS AND REESE LLP, a Louisiana limited liability partnership (the "Secured Party") having an office at 1221 McKinney, Suite 4400, Houston, TX 77010 45202.

WITNESSETH

1. DEFINITIONS.

1.1 Unless otherwise specified,

- (i) As used in this Agreement, accounting terms relating to Grantor not defined in this Agreement have the respective meanings given to them in accordance with GAAP.
- (ii) The definition of any document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes.
- (iii) "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Grantor is to be taken promptly, unless the context clearly indicates the contrary.
- (iv) All of the uncapitalized terms contained in this Agreement which are defined under Chapter 9 of the Texas Business and Commerce Code will, unless the context indicates otherwise, have the meanings provided for in Chapter 9 of the Texas Business and Commerce Code.

2. GRANT OF SECURITY. To secure the full, prompt and complete payment and performance of (i) the obligations (the "Obligations") evidenced by the promissory note dated as of February _____, 2007 between the Grantor and the Secured Party (the "Note," collectively with this Agreement, the "Loan Documents"). Grantor hereby grants, assigns and conveys to Secured Party, Grantor's entire right, title and interest in, to and under the Patent Collateral. As used in this Agreement, "Patent Collateral" means, collectively, (i) all of Grantor's now or in the future owned or existing and filed patents and patent applications, including the inventions and improvements described and claimed in those patents and patent applications and the patents listed on Schedule I which is attached and made a part of this Agreement (the property in this item (i) being collectively, the "Patents"); (ii) the reissues, divisions, continuations, renewals,

extensions and continuations of any and all of the Patents; (iii) all income, royalties, damages and payments now and in the future due or payable under and with respect to any and all of the Patents, including damages and payments for past or future infringements of any and all of the Patents; (iv) the right to sue for past, present and future infringements of any and all of the Patents; (v) all rights corresponding to any and all of the Patents throughout the world; and (vi) all rights of Grantor as licensor or licensee under, and with respect to, any patents and patent applications, including the licenses listed on Schedule I (Grantor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Patent License Rights").

3. LICENSE, SECURITY INTEREST.

3.1 License by Secured Party. In consideration of Grantor's agreement to perform, comply with, and observe each of the terms of this Agreement and the Obligations, Secured Party grants, without recourse, to Grantor a personal, non-transferable exclusive license (without any representation or warranty of any kind), with the right to sublicense, under each patent application and patent included in the Patent Collateral to make, to have made, to use and to sell the subject matter claimed in each patent application and patent included in the Patent Collateral, and to exercise the Patent License Rights (collectively, the "License"); however, Grantor may not enter into any sublicense unless the sublicense is subject to the terms and conditions of this Agreement, including the termination provisions in Section 3.2 below and the sublicense is necessary or appropriate in the ordinary course of Grantor's business as presently conducted by it.

3.2 Event of Default. If an Event of Default occurs and Secured Party delivers to Grantor notice terminating the License: (i) the License will automatically and immediately terminate without any further notice or demand (which Grantor expressly waives), (ii) all rights and interests of Grantor in, to and under the License will revert to Secured Party, and (iii) all rights of Grantor in the Patent Collateral will cease to exist and will be void. If the Event of Default is cured to Secured Party's satisfaction or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, the License will immediately revert with Grantor on the cessation of the Event of Default subject to the terms of this Agreement. For purposes of this Agreement, an "Event of Default" means those events specified as such in the Note.

3.3 Security Interest in the License. As security for the full and prompt payment and performance of all of the Obligations, Grantor hereby assigns, pledges and grants to Secured Party a continuing security interest in all of the right, title and interest of Grantor in and to the License.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that:

- (i) Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Patent Collateral and the License, free and clear of any lien, option, charge, pledge, license, assignment (whether conditional or not),

covenant or any other encumbrance, except as otherwise disclosed on Schedule I.

- (ii) Set forth in Schedule I is a complete and accurate list of all patents, patent applications, and Patent License Rights owned by Grantor.
- (iii) Each patent and patent application identified in Schedule I is subsisting and has not been adjudged invalid, unpatentable, or unenforceable, in whole or in part, and is enforceable, except as otherwise set forth on Schedule I.
- (iv) Grantor has not granted any license, release, covenant not to sue, or non-assertion assurance to any person or entity with respect to any part of the Patent Collateral except as otherwise disclosed in Schedule I.
- (v) The current conduct of Grantor's business does not conflict with or infringe any proprietary right enforceable at law of any person or entity in any way which materially and adversely affects the business, financial condition or business prospects of Grantor or its affiliates, and no one has asserted to Grantor or its affiliates that the conduct of Grantor's business conflicts with or infringes any valid proprietary right of any person or entity in any way which materially adversely affects the business, financial condition or business prospects of Grantor.
- (vi) The Patent License Rights are in full force and effect, and Grantor is not in default under any of the Patent License Rights, and no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, might constitute a default by Grantor under the Patent License Rights.
- (vii) Except for the recording of this Agreement with the United States Patent and Trademark Office and the filing of applicable perfecting documents with the State of Texas, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either (a) for the making by Grantor of the assignments, and the granting by Grantor of the lien made and granted by this Agreement or for the execution, delivery and performance of this Agreement by Grantor, or (b) for the perfection of, or the exercise by, Secured Party of its rights and remedies under this Agreement.

5. FURTHER ASSURANCES.

5.1 Required Grantor Actions. Grantor will from time to time, at its expense, promptly execute and deliver all further instruments, documents and agreements take all further action, that Secured Party may determine is necessary or desirable, to (i) continue, perfect and protect the assignment and the lien granted or purported to be granted by this Agreement or (ii) enable Secured Party to exercise and enforce its rights and remedies under this Agreement with respect to all or any part of the Patent Collateral and the License, or both. Without limiting the generality of the foregoing, Grantor will sign and file all financing statements, and all other instruments or notices, as Secured Party may determine is necessary or desirable to perfect and preserve the lien granted or purported to be granted by this Agreement.

5.2 Financing Statements. Grantor hereby authorizes Secured Party to file one or more financing statements relative to all or any part of the Patent Collateral and the License without the signature of Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or of any financing statement covering all or any part of the Patent Collateral or License will be sufficient as a financing statement.

5.3 Further Information. Grantor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Patent Collateral and the License, including any sublicensing of Patent Collateral by Grantor, and all other reports in connection with the Patent Collateral and the License as Secured Party may reasonably request, all in reasonable detail.

5.4 Additional Ownership Interests. Grantor agrees that, should it obtain an ownership interest in any patent, patent application or Patent License Rights which is not now identified in Schedule I, (i) Grantor will give prompt written notice to Secured Party, (ii) the provisions of Section 2 will automatically apply to the patent, patent application and Patent License Rights acquired or obtained, and (iii) the patent, patent application and Patent License Rights will automatically become part of the Patent Collateral. Grantor authorizes Secured Party to modify this Agreement by amending Schedule I to include any patents, patent applications and Patent License Rights which become part of the Patent Collateral under this Section 5.4.

5.5 Maintenance of Rights. With respect to any patent, patent application or Patent License Rights necessary to the conduct of Grantor's business, Grantor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court (i) to maintain and pursue any patent application now or in the future included in the Patent Collateral and (ii) to maintain each patent now or in the future included in the Patent Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications; the filing of applications for reissue, renewal or extensions; the payment of maintenance fees; and the participation in interference, reexamination, opposition and infringement proceedings. - Any expenses incurred in connection with the foregoing described activities will be borne by Grantor. Grantor will not abandon any right to file a patent application or abandon any pending patent application or patent unless the invention which is the subject of such patent application or patent is not necessary to the conduct of Grantor's business.

5.6 Notification. Grantor will notify Secured Party immediately when Grantor learns (i) that any of the Patent Collateral may become abandoned or dedicated; (ii) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any material item of the Patent Collateral; or (iii) that Grantor is or potentially could be in default of any of the Patent License Rights.

5.7 Infringement. If Grantor becomes aware that any item of the Patent Collateral is materially infringed or misappropriated by any person or entity, Grantor will promptly

notify Secured Party and will, if necessary under the circumstances, promptly sue for infringement- or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Grantor deems appropriate under the circumstances to protect the Patent Collateral. Any expense incurred in connection with the foregoing activities will be borne by Grantor.

5.8 Markings. Grantor will continue to mark its products with the numbers of appropriate patents in accordance with the existing practices of Grantor.

6. **TRANSFERS AND OTHER LIENS**. Grantor will not, without the prior written consent of Secured Party:

- (i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Patent Collateral or the License, except as expressly permitted by Section 2 of this Agreement;
- (ii) create or suffer to exist any liens or other charge or encumbrance on, or with respect to, any of the Patent Collateral or the License except as otherwise disclosed in Schedule I; or
- (iii) take any other action in connection with any of the Patent Collateral or the License that could impair the value of the interests or rights of Grantor or Secured Party in, to or under the Patent Collateral or the License.

7. **POWER OF ATTORNEY**. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in Grantor's place, stead and on its behalf and in Grantor's name or otherwise, from time to time in Secured Party's discretion, to take any action and to sign any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including:

- (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under, or in respect of, any and all of the Patent Collateral;
- (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) above; and
- (iii) to file any claims, take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Patent Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Patent Collateral or the License.

8. **SECURED PARTY MAY PERFORM**.

8.1 Performance by Secured Party. If Grantor fails to perform any of its obligations in this Agreement, Secured Party may itself perform, or cause the performance of, the obligation, and the expenses of Secured Party incurred in connection with its performance will be payable by Grantor under Section 11.2 of this Agreement.

8.2 Inspections. Secured Party, or its designated representatives, will have the right, at all times after reasonable advance notice, to inspect Grantor's premises and to examine books, records and operations relating to the Patent Collateral.

8.3 Secured Party May Bring Suit. Secured Party will have the right, but in no way will be obligated, to bring suit in its own name or in the name of Grantor to enforce any part of the Patent Collateral. Grantor will at the reasonable request of Secured Party do any and all lawful acts and sign any and all proper documents required by Secured Party in aid of Secured Party's enforcement actions. On Secured Party's demand, Grantor will promptly reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Section 8.

9. **SECURED PARTY'S DUTIES.** The powers and rights conferred on Secured Party under this Agreement are solely to protect its interests in the Patent Collateral and the License and will not impose any duty on Secured Party to exercise any of the powers or rights. Except for the reasonable care of any Patent Collateral in its custody and possession and the accounting for moneys actually received by it under this Agreement, Secured Party will have no duty as to any Patent Collateral, the License or as to the taking of any necessary steps to preserve rights against other persons or entities or any other rights pertaining to any Patent Collateral or the License. Secured Party will be deemed to have exercised reasonable care of the Patent Collateral in its custody and possession if the Patent Collateral is accorded treatment substantially equal to that which Secured Party accords its own property.

10. **REMEDIES.** If any Event of Default occurs and is continuing:

- (i) Secured Party may exercise in respect of the Patent Collateral and the License, in addition to other rights and remedies provided for in this Agreement or otherwise available to Secured Party, all the rights and remedies of a secured party on default under Chapter 9 of the Texas Business and Commerce Code (whether or not the applicable to the affected Patent Collateral) and also may (a) take possession of the collateral without judicial process, so long as there is no breach of the peace, (b) exercise any and all rights and remedies of Grantor under or in connection with the License or otherwise in respect of the Patent Collateral, (c) require Grantor to, and Grantor, at its expense, will immediately on Secured Party's request, assemble all or any part of the documents embodying the Patent Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both Secured Party and Grantor, (d) license all or any part of the Patent Collateral, or assign Secured Party's rights to the Patent License Rights, to any persons or entities, and (e) without notice except as specified below, sell all or any part of the Patent Collateral and the License at -public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and on such other terms as Secured Party may deem commercially reasonable. If any notice is required by law to effectuate any sale or other disposition of the

Patent Collateral, (1) Secured Party will give Grantor written notice of the time and place of any public sale or of the time after which any private sale or other intended disposition thereof will be made, and at any such public or private sale, Secured Party may purchase all or any of the Patent Collateral and (2) Secured Party and Grantor agree that such notice will not be unreasonable as to time if given in compliance with this Agreement ten days prior to any sale or other disposition. Secured Party will not be obligated to make any sale of Patent Collateral or the License regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed for the sale, and any sale may, without further notice, be made at the time and place to which it was so adjourned.

- (ii) All payments received by Grantor under or in connection with any of the Patent Collateral or the License will be received in trust for the benefit of Secured Party, will be segregated from other funds of Grantor and will be immediately paid over to Secured Party in the same form as so received (with any necessary endorsement).
- (iii) All payments made under, in connection with or otherwise in respect of, the Patent Collateral or the License and all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization on all or any part of the Patent Collateral or the License may, in the discretion of Secured Party, be held by Secured Party as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to Secured Party pursuant to Section 11.2) in whole or in part by Secured Party against, all or any part of the Obligations in any order as Secured Party may elect. Any surplus of any cash or cash proceeds held by Secured Party and remaining after payment in full of all the Obligations will be paid over to Grantor or to whomsoever may be lawfully entitled to receive the surplus.

11. INDEMNIFICATION; EXPENSES; USURY LAWS.

11.1 Indemnification. In consideration of the execution and delivery of the Note and the making of any loan to Grantor, Grantor will indemnify and hold Secured Party and Secured Party's officers, directors, Affiliates, and agents (for the purposes of this Section 11.1 each is an "Indemnified Party") harmless from and against any and all claims, losses, obligations and liabilities arising out of or resulting from any or all of (i) this Agreement, (ii) the transactions contemplated by this Agreement (including enforcement of this Agreement), and (iii) the Patent Collateral and License except for claims, losses or liabilities resulting from an Indemnified Party's bad faith or willful misconduct. The indemnification provided for in this Section 11.1 is in addition to, and not in limitation of, any other indemnification or insurance provided by Grantor to Secured Party.

11.2 Expenses. Grantor will upon demand pay to Secured Party the amount of any and all expenses, including Attorneys' Fees, which Secured Party may incur in connection with any and all of the following (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other

realization on, any of the Patent Collateral and the License, (iii) the exercise or enforcement of any of Secured Party's rights under this Agreement, or (iv) the failure by Grantor to perform or observe any of the provisions of this Agreement, all of which constitute part of the Obligations and are secured by the Patent Collateral.

11.3 Usury Laws. If Debtor should fail to comply with any of its agreements, covenants or obligations under this Agreement, the Note or any other Credit Document, then Secured Party (in Debtor's name or in Secured Party's own name) may perform them or cause them to be performed for Debtor's account and at Debtor's expense, but shall have no obligation to perform any of them or cause them to be performed. Any and all expenses thus incurred or paid by Secured Party shall be Debtor's obligations to Secured Party due and payable on demand, or if no demand is sooner made, then they shall be due on or before four (4) years after the respective dates on which they were incurred, and each shall bear interest from the date Secured Party pays it until the date Debtor repays it to Secured Party, at the maximum nonusurious rate of interest from time to time permitted by whichever of applicable Texas or federal law from time to time permits the higher nonusurious interest rate (the "Ceiling Rate"), or, only if applicable law imposes no maximum nonusurious rate, then at the same rate as is provided for in the Note for interest on past due principal (the "Past Due Rate"). At all times, if any, as the Texas Finance Code shall establish the Ceiling Rate for any purpose under this Agreement, the Ceiling Rate shall be the "weekly ceiling" as defined in the Texas Finance Code from time to time in effect. Upon making any such payment or incurring any such expense, Secured Party shall be fully and automatically subrogated to all of the rights of the person, corporation or body politic receiving such payment. Any amounts owing by Debtor to Secured Party pursuant to this or any other provision of this Agreement shall automatically and without notice be and become a part of the Debt and shall be secured by this and all other instruments securing the Debt. The amount and nature of any such expense and the time when it was paid shall be fully established by the affidavit of Secured Party or any of Secured Party's officers or agents. Without notice to Debtor or any other person or entity, the Ceiling Rate and the Past Due Rate shall automatically fluctuate upward and downward as and in any amount by which the maximum nonusurious rate of interest permitted by such applicable law and the rate of interest as provided for in the Note for interest on past due principal fluctuate, respectively. The exercise of the privileges granted to Secured Party in this Section shall in no event be considered or constitute a cure of the default or a waiver of Secured Party's right at any time after an Event of Default to declare the Debt to be at once due and payable, but is cumulative of such right and of all other rights given by this Agreement, the Note and the Credit Documents and of all rights given Secured Party by law.

12. AMENDMENTS, WAIVERS, CONSENTS. No amendment or waiver of any provision of this Agreement nor consent to any departure by Grantor from the terms of this Agreement will; in any event, be effective unless the amendment or waiver is in writing and signed by Secured Party, and any amendment or waiver will be effective only in the specific instance and for the specific purpose for which it was given.

13. **NOTICES.** Any notice or notification required, permitted or contemplated under this Agreement must be in writing.

14. **GENERAL.**

14.1 **Continuing Rights.** This Agreement creates a continuing assignment to Secured Party of the Patent Collateral and a continuing lien on the License and will (i) remain in full force and effect until the full and final payment of all the Obligations, (ii) be binding on Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of Secured Party under this Agreement, to the benefit of Secured Party and Secured Party's successors, transferees and assigns.

14.2 **Term: Patent Collateral and License Revert.** Subject to Section 14.10 below, this Agreement will terminate on the full performance, payment and satisfaction of the Obligations, at which time the assignments made, and the lien granted by, this Agreement will terminate and all rights to the Patent Collateral and the License will revert to Grantor. On any such termination, Secured Party will, at Grantor's expense, sign and deliver to Grantor such documents as Grantor reasonably requests to evidence such termination.

14.3 **Severability.** If any term or provision of this Agreement is or becomes illegal, invalid or unenforceable under applicable law, all other terms and provisions of this Agreement will remain legal, valid and enforceable, and the illegal, invalid or unenforceable provision will be deemed severed from this Agreement.

14.4 **Governing Law.** This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Texas (without regard to Texas conflicts of laws principles) and, to the extent applicable, the federal laws of the United States of America.

14.5 **WAIVER OF JURISDICTION.** AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED PARTY TO ENTER INTO THIS AGREEMENT AND FOR SECURED PARTY TO EXTEND CREDIT TO GRANTOR, GRANTOR AGREES THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF SECURED PARTY, ITS SUCCESSORS AND ASSIGNS, WILL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT HOUSTON, TEXAS. SECURED PARTY AND GRANTOR EACH CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT HOUSTON, TEXAS HAVING JURISDICTION OVER THE SUBJECT MATTER, WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS ON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO GRANTOR AND SECURED PARTY AT THEIR RESPECTIVE ADDRESSES AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED FIVE (5) BUSINESS DAYS AFTER SUCH PROCESS HAS BEEN DEPOSITED IN

THE U.S. MAIL, POSTAGE PREPAID. GRANTOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED UNDER THIS AGREEMENT.

14.6 Headings. The headings in this Agreement are for reference purposes only and will not relate to, or affect in any way, the construction or interpretation of this Agreement.

14.7 Survival. The representations, warranties, covenants and agreements contained in this Agreement or in any Schedule attached hereto will survive the signing of this Agreement.

14.8 Entire Agreement. This Agreement and the other Loan Documents set forth the entire agreement of the parties with respect to subject matter of this Agreement and supersedes all previous understandings, written or oral, in respect thereof.

14.9 Assignment. Secured Party, shall have the right to assign this Agreement and the other Loan Documents. Grantor may not assign, transfer or otherwise dispose of any of its rights or obligations hereunder, by operation of law or otherwise, and any such assignment, transfer or other disposition without Secured Party's written consent shall be void. All of the rights, privileges, remedies and options given to Secured Party under the Loan Documents shall inure to the benefit of Secured Party and Secured Party's successors and assigns, respectively, and all the terms, conditions, covenants, provisions and warranties herein shall inure to the benefit of and bind the permitted successors and assigns of Grantor and Secured Party, respectively.

14.10 Application of Payments; Revival of the Obligations. Secured Party shall have the continuing right, but not the obligation, to apply or reverse and reapply any payments to any portion of the Obligations. To the extent Grantor makes a payment or payments to Secured Party or Secured Party receives any payment or proceeds of the Collateral or any other security for Grantor's benefit, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any Secured Partyruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Obligations or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment or proceeds had not been received by Secured Party.

14.11 Conflict. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with greater rights, remedies, powers, privileges, or benefits will control.

14.12 WAVIER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED PARTY TO ENTER INTO THIS AGREEMENT AND FOR SECURED PARTY TO EXTEND CREDIT TO GRANTOR, SECURED

PARTY AND GRANTOR EACH WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN SECURED PARTY AND GRANTOR.

EXECUTED as of the ____ day of February, 2007.

Reynaldo Calderon

Carlos Mendoza

ADAMS AND REESE LLP

By: _____
Name: _____
Title: _____

NOTICE PURSUANT TO TEX. BUS. & COMM. CODE §26.02

THIS AGREEMENT, THE NOTE AND THE OTHER CREDIT DOCUMENTS TOGETHER CONSTITUTE A WRITTEN AGREEMENT AND REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Reynaldo Calderon and Carlos Mendoza, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2007.

[SEAL]

Notary Public Signature

Notary Printed Name

Commission Expires

Schedule I
U.S. Patents of Reynaldo Calderon and Carlos Mendoza

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor(s)</u>
4,714,460	12/22/87	<i>Methods & System for Retrograde Perfusion</i>	Reynaldo Calderon
4,867,742	9/19/89	<i>Retrograde Perfusion</i>	Reynaldo Calderon
4,883,459	11/28/89	<i>Improved Retrograde Perfusion</i>	Reynaldo Calderon