

FORM PTO-1595
1-31-92

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Atty. Docket No.
41557-0003

PATENTS ONLY

Patent and Trademark Office

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

1. Name of conveying party(ies):
Radiant Medical, Inc.Additional name(s) of conveying party(ies) attached?
☐ Yes ☒ No

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

Name: **Bay City Capital Fund IV L.P.**Street Address: **750 Battery Street, Suite 400**City/State/Zip: **San Francisco CA 94111**

3. Nature of conveyance:

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

Additional name(s) & address(es) attached?

☐ Yes ☒ NoExecution Date: April 30, 20074. Application number(s) or patent number(s): 10/645,263

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

A. Patent Application No.(s): 10/645,263

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: **SHERYL MILLER**

Internal Address:

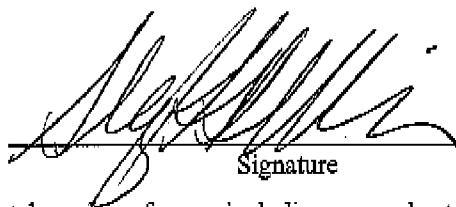
Heller Ehrman LLP**333 Bush Street****San Francisco, CA 94104**6. Total number of applications and patents involved: [1]7. Total fee (37 CFR 3.41) \$40.00☐ Enclosed☒ Authorized to be charged to deposit accountDeposit account number: 08-1641(Attorney Docket No.: 41557-0003)

DO NOT USE THIS SPACE

8. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.***SHERYL MILLER, ESQ.**

Name of Person Signing



Signature

May 2, 2007

Date

Total number of pages including cover sheet, attachments, and document: [19]

CH \$40.00 081641 10645263

Execution Version

RADIANT MEDICAL, INC.

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made effective this 30th day of April, 2007 by **RADIANT MEDICAL, INC.**, a California corporation ("Grantor"), with its principal place of business located at 250 Chesapeake Drive, Redwood City, CA 94063, in favor of **BAY CITY CAPITAL FUND IV L.P.**, a Delaware limited partnership ("Collateral Agent"), in its capacity as collateral agent for, and for the ratable benefit of, the individuals and parties listed in Exhibit A (collectively, the "Purchasers") to the Security Agreement, dated as of the date hereof by and between Grantor and Collateral Agent (the "Security Agreement").

BACKGROUND

WHEREAS, Grantor and Purchasers are parties to that certain Note and Warrant Purchase Agreement dated as of the date hereof (as amended, supplemented or restated, the "Purchase Agreement"; capitalized terms are used herein as defined in the Purchase Agreement unless otherwise defined herein);

WHEREAS, pursuant to those certain Secured Convertible Promissory Notes, dated the date hereof (the "Notes"), made by Grantor in favor of each Purchaser and in the original principal amount specified opposite such Purchaser's name on Exhibit A attached to the Security Agreement, the Purchasers have agreed to lend to Grantor the aggregate principal amount set forth on Exhibit A attached to the Security Agreement (the "Loans"); and

WHEREAS, in order to induce Purchasers to make the Loans as provided for in the Notes, Grantor has agreed to grant a security interest in the Collateral (as defined in the Security Agreement) to secure the Obligations (as defined in the Security Agreement) of Grantor to Purchasers under each of the Notes.

WHEREAS, Grantor has all right, title, and interest in the Collateral, including, without limitation, the Collateral shown on Schedules 1 and 2 hereto, and the parties desire to record Collateral Agent's security interest in certain of such Collateral relating to patents, patent applications, other patent rights and trademarks with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Collateral Agent agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Collateral Agent a security interest in any and all: (i) patents, patent rights, patent registrations and applications, patent licenses, claims, and rights against third parties to sue for past, present or future infringement of any patents, and all corresponding and related rights throughout the world (including, without limitation, those items set forth on Schedule 1 (collectively, the "Patents"); (ii) trademarks, trade names, trademark rights, trademark registrations and applications, trademark licenses, claims, and rights against third parties to sue for past, present or future infringement of any trademarks, and all corresponding and related rights throughout the world (including, without limitation, those items set forth on Schedule 2 (collectively, the "Trademarks"); (iii) all general intangibles for money due or to become due, and all obligations related to the Patents of any kind or nature, associated with or arising out of any of the Patents and not otherwise described above, and (iv) all proceeds of the foregoing (i) through (iii) above (collectively, (i) through (iv) above being the "Property") and all interest, principal, royalties, license fees, rents, dividends, cash, instruments, and other property from time to time received, receivable, or otherwise deemed included, any and all payments under insurance to the Grantor (regardless of whether or not Grantor or Collateral Agent is loss payee), or any indemnity, warranty, or guaranty, payable by reasons of loss or damage to the Property, to secure the complete and timely satisfaction of all of Grantor's Obligations (as defined in the Security Agreement).

2. **Senior Security Interest.** All rights and obligations set forth in this Agreement, including any security interest granted herein, are subject to the Subordination Agreement, dated as of April 30, 2007, by and among Bay City Capital Fund IV, L.P., VantagePoint Venture Partners IV, L.P. and the other persons and other entities set forth on Schedule A thereto and Horizon Technology Funding Company LLC.

3. **Security Agreement.** The security interest granted hereby has been granted in conjunction with the security interest granted to Collateral Agent under the Security Agreement, which this Agreement supplements. Grantor hereby acknowledges that the Property is part of the Collateral, and the Collateral Agent shall have the rights and remedies with respect thereto provided in the Security Agreement and the other Loan Documents and as further provided by law. The provisions, terms and conditions of the Security Agreement and the other Loan Documents relating to or affecting the Property or the Collateral Agent's security interest therein are incorporated herein by reference as though fully set forth herein. In the event of any inconsistency between any of the Loan Documents and this Agreement, the terms of the applicable Loan Documents shall control over the provisions of this Agreement.

4. **Confirmation of Security Interest.** Grantor hereby confirms that, pursuant to the Security Agreement, Grantor has granted to Collateral Agent a continuing security interest in and to the Collateral.

5. **Representations, Warranties, and Covenants.** Grantor hereby confirms, reaffirms and acknowledges each of the representations, warranties, and covenants made by Grantor in respect of the Collateral in the Security Agreement.

6. **Further Acts.** Grantor agrees, now and during the term of this Agreement, to do all acts the Collateral Agent may reasonably deem necessary or proper to carry out the intent and purpose of this Agreement, and to protect the security interest of Collateral Agent in the Property and the Collateral.

7. **Information.** Those parties desiring additional information regarding Collateral Agent's security interest in the Property may contact:

Bay City Capital Fund IV, L.P.
c/o Bay City Capital LLC
750 Battery Street, Suite 600
San Francisco, California 94111
Attn: Bill Gerber

8. **Execution in Counterparts.** This Agreement may be signed in any number of counterparts, and by different parties hereto in separate counterparts, with the same effect as if the signatures to each such counterpart were upon a single instrument. All counterparts shall be deemed an original hereof. Executed counterparts delivered by facsimile shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers,
have executed this Agreement to be effective as of the day and year first above written.

GRANTOR:

RADIANT MEDICAL, INC.

By: Kenneth G. Hayes Jr.
Name: Kenneth G. Hayes, Jr.
Title: President and Chief Executive Officer

COLLATERAL AGENT:

BAY CITY CAPITAL FUND IV, L.P.

By: Bay City Capital Management IV LLC,
as General Partner

By: Bay City Capital LLC, as Manager

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Agreement to be effective as of the day and year first above written.

GRANTOR:

RADIANT MEDICAL, INC.

By: _____

Name: Kenneth G. Hayes, Jr.

Title: President and Chief Executive Officer

COLLATERAL AGENT:

BAY CITY CAPITAL FUND IV, L.P.

By: Bay City Capital Management IV LLC,
as General Partner

By: Bay City Capital LLC, as Manager

By: *Freel Cease*

Name: _____

Title: _____

EXHIBIT A**INVESTOR AND ADDRESS**

Alta California Partners, L.P.
ATTN: Mr. Guy P. Nohra
Alta Partners
One Embarcadero Center
Suite 4050
San Francisco, CA 94111

Alta Embarcadero Partners, LLC
ATTN: Mr. Guy P. Nohra
Alta Partners
One Embarcadero Center
Suite 4050
San Francisco, CA 94111

Bay City Capital Fund IV, L.P.
ATTN: Mr. Fred Craves
Bay City Investments
750 Battery Street
Suite 600
San Francisco, CA 94111

Bay City Capital Fund IV
Co-Investment Fund, L.P.
ATTN: Mr. Fred Craves
Bay City Investments
750 Battery Street
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San Francisco, CA 94111

Michael W. Dae, M.D.
1714 Notre Dame Avenue
Belmont, CA 94402

DLJ Capital Corp.
ATTN: Ms. Jeani Delagardelle
New Leaf Venture Partners
2500 Sand Hill Road
Suite 203
Menlo Park, CA 94025

INVESTOR AND ADDRESS

GC&H Investments, LLC
ATTN: John L. Cardoza, Esq.
Cooley Godward Kronish, LLP
101 California Street
Fifth Floor
San Francisco, CA 94111-5800

Michael W. Hall, Esq.
Latham & Watkins, LLP
140 Scott Drive
Menlo Park, CA 94025

Highland Capital Partners III
Limited Partnership
ATTN: Mr. Corey Mulloy
Highland Capital Partners
92 Hayden Avenue
Lexington, MA 02421

Highland Entrepreneurs' Fund III
Limited Partnership
ATTN: Mr. Corey Mulloy
Highland Capital Partners
92 Hayden Avenue
Lexington, MA 02421

InterWest Investors Q VIII, L.P.
ATTN: Mr. Gilbert H. Kliman
InterWest Investors
2710 Sand Hill Road
Second Floor
Menlo Park, CA 94025

InterWest Investors VIII, L.P.
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INVESTOR AND ADDRESS

InterWest Partners VIII, L.P.
ATTN: Mr. Gilbert H. Kliman
InterWest Investors
2710 Sand Hill Road
Second Floor
Menlo Park, CA 94025

Michael Juliano
#6 The Overlook
Poquott, NY 11733

Henry P. Massey, Jr., Trustee of
The Massey Family Trust UDT
dated July 6, 1988
Henry P. Massey, Jr., Esq.
12670 Viscano Court
Los Altos Hills, CA 94022

MedVen Affiliates IV, L.P.
ATTN: Ms. Annette
Campbell-White
MedVenture Associates
5980 Horton Street
Suite 390
Emeryville, CA 94608

MedVenture Associates IV, L.P.
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Mark A. Saab
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INVESTOR AND ADDRESS

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ATTN: Ms. Jeani Delagardelle
New Leaf Venture Partners
2500 Sand Hill Road
Suite 203
Menlo Park, CA 94025

Sprout Entrepreneurs' Fund, L.P.
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New Leaf Venture Partners
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Menlo Park, CA 94025

Sprout IX Plan Investors, L.P.
ATTN: Ms. Jeani Delagardelle
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2500 Sand Hill Road
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Menlo Park, CA 94025

TAC Associates, L.P.
ATTN: Mr. Stephen J. Bonelli
Three Arch Partners
3200 Alpine Road
Portola Valley, CA 94028

Three Arch Capital, L.P.
ATTN: Mr. Stephen J. Bonelli
Three Arch Partners
3200 Alpine Road
Portola Valley, CA 94028

VantagePoint Venture Partners
IV (Q), L.P.
ATTN: Mr. Alan E. Salzman
VantagePoint Venture Partners
1001 Bayhill Drive
Suite 300
San Bruno, CA 94066

INVESTOR AND ADDRESS

VantagePoint Venture Partners
IV Principals Fund, L.P.
ATTN: Mr. Alan E. Salzman
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1001 Bayhill Drive
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VantagePoint Venture Partners
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ATTN: Mr. Alan E. Salzman
VantagePoint Venture Partners
1001 Bayhill Drive
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VP Company Investments 2004,
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ATTN: Mr. Grant Johnson
Latham & Watkins, LLP
555 West Fifth Street
Suite 800
Los Angeles, CA 90013-1010

Weiss, Peck & Greer Venture
Associates IV Cayman, L.P.
ATTN: Mr. Gil Cogan
Lightspeed Venture Partners
2200 Sand Hill Road
Menlo Park, CA 94025

Weiss, Peck & Greer Venture
Associates IV, L.L.C.
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Lightspeed Venture Partners
2200 Sand Hill Road
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INVESTOR AND ADDRESS

WPG Enterprise Fund III, L.L.C.
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Lightspeed Venture Partners
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Menlo Park, CA 94025

WS Investment Company 97B
ATTN: Mr. James A. Terranova
Wilson, Sonsini, Goodrich &
Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94306

WS Investment Company 98B
ATTN: Mr. James A. Terranova
Wilson, Sonsini, Goodrich &
Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94306

SCHEDULE IA. US Patents Issued and Assigned to Radiant Medical, Inc.

No.	U.S Patent	Inventor, Title	Filed	Issued
1.	5,180,364	Ginsburg, Valved Self-Perfusing Catheter	07/03/91	01/19/93
2.	5,486,208	Ginsburg, Method and Apparatus for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	10/18/94	01/23/96
3.	5,837,003	Ginsburg, Method and Apparatus for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	01/11/96	11/17/98
4.	5,879,329	Ginsburg, Infusion Systems and Methods for Introducing Fluids into the Body within a Desired Temperature Range	01/22/97	03/09/99
5.	5,989,238	Ginsburg, Infusion Systems and Methods for Introducing Fluids into the Body within a Desired Temperature Range	11/06/98	11/23/99
6.	6,033,383	Ginsburg, Temperature Regulating Catheter and Methods	12/19/96	03/07/00
7.	6,110,168	Ginsburg, Method and Apparatus for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	06/19/98	08/29/00
8.	6,149,673	Ginsburg, Method for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	08/07/98	11/21/00
9.	6,149,676	Ginsburg, Catheter System for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	08/07/98	11/21/00
10.	6,231,594	Dae, Method of Controlling Body Temperature while Reducing Shivering	08/11/99	05/15/01
11.	6,264,679	Keller et al., Heat Exchange Catheter with Discrete Heat Exchange Elements	08/20/99	07/24/01
12.	6,306,161	Ginsburg, Catheter System for Controlling a Patient's Body Temperature by in situ Blood Temperature	08/07/98	10/23/01

No.	U.S Patent	Inventor, Title	Filed	Issued
		Modification		
13.	6,428,563	Keller, Heat Exchange Catheter with Improved Insulated Region	01/21/00	08/06/02
14.	6,436,131	Ginsburg, Heat Exchange Catheter Having Heat Exchange Surface Formed of Metal Foil	03/09/00	08/20/02
15.	6,497,721	Ginsburg et al., Method and Apparatus for Regional and Whole Body Temperature Modification	12/15/00	12/24/02
16.	6,527,798	Ginsburg et al., Method and Apparatus for Regional and Whole Body Temperature Modification	12/15/00	03/04/03
17.	6,544,282	Dae et al., Inhibition of Platelet Activation, Aggregation and/or Adhesion by Hypothermia	02/21/01	04/08/03
18.	6,572,638	Dae et al., Method of Controlling Body Temperature while Inhibiting Thermoregulatory Responses	04/27/01	06/03/03
19.	6,582,457	Dae et al., Method of Controlling Body Temperature while Reducing Shivering	02/15/01	06/24/03
20.	6,607,517	Dae et al., Method of Inotropic Treatment of Heart Disease using Hypothermia	08/24/01	08/19/03
21.	6,610,083	Keller et al., Multiple Lumen Heat Exchange Catheters	02/06/01	08/26/03
22.	6,620,130	Ginsburg, Infusion Systems and Methods for Introducing Fluids into the Body within a Desired Temperature Range	11/22/99	09/16/03
23.	6,620,188	Ginsburg et al., Method and Apparatus for Regional and Whole Body Temp Modification	08/24/98	09/16/03
24.	6,620,189	Machold et al., Method and System for Control of a Patient's Temperature by Way of a Transluminally Insertable Heat Exchange Catheter	11/06/00	09/16/03
25.	6,635,076	Ginsburg, System for Controlling Body Temperature of a Patient	12/04/01	10/21/03
26.	6,656,209	Ginsburg, Catheter System for Controlling a Patient's	08/30/01	12/02/03

No.	U.S Patent	Inventor, Title	Filed	Issued
		Body Temperature by in situ Blood Temperature Modification		
27.	6,673,098	Machold et al., Disposable Cassette for Intravascular Heat Exchange Catheter	05/02/00	01/06/04
28.	6,679,906	Hammack et al., Catheter System with On-Board Temperature Probe	07/13/01	01/20/04
29.	6,685,733	Dae et al., Method and Systems for Reducing Substance-Induced Renal Damage	04/10/02	02/03/04
30.	6,692,519	Hayes, Use of Endovascular Hypothermia in Organ and/or Tissue Transplantation	08/06/01	02/17/04
31.	6,695,874	Machold et al., Method and System for Control of a Patient's Body Temperature by Way of Transluminally Insertable Heat Exchange Catheter	02/01/02	02/24/04
32.	6,702,783	Dae et al., Endovascular Heat- and Gas-Exchange Catheter Device and Related Methods.	02/05/02	03/09/04
33.	6,702,839	Dae et al., Method of Controlling Body Temperature while Reducing Shivering	05/02/02	03/09/04
34.	6,702,840	Keller et al., Heat Exchange Catheter with Discrete Heat Exchange Elements	07/18/01	03/09/04
35.	6,752,786	Callister, Moving Heat Exchange Catheter System	05/31/01	06/22/04
36.	6,800,068	Dae et al., Intra-Aortic Balloon Counterpulsation with Concurrent Hypothermia	10/26/01	10/05/04
37.	6,811,551	Dae et al., Method for Reducing Myocardial Infarct by Application of Intravascular Hypothermia	12/12/00	11/01/04
38.	6,849,083	Ginsburg, Method and Apparatus for Controlling a Patient's Body Temperature by in situ Blood Temperature Modification	08/19/03	02/01/05
39.	6,866,638	Dae, et al., Temperature Sensing System with Retrograde Sensor	08/12/02	03/15/05

No.	U.S Patent	Inventor, Title	Filed	Issued
40.	6,887,263	Bleam et al., Valved Connector Assembly and Sterility Barriers for Heat Exchange Catheters and Other Closed Loop Catheters	10/18/02	05/03/05
41.	6,890,347	Machold et al., Disposable Cassette for Intravascular Heat Exchange Catheter	07/25/03	05/10/05
42.	6,997,942	Machold et al., Disposable Cassette for Intravascular Heat Exchange Catheter	01/05/04	02/14/06
43.	7,008,444	Dae et al., Method of Controlling Body Temperature while Reducing Shivering	10/01/03	03/07/06
44.	7,077,825	Stull, Method for Gastric Cooling Using Balloon Catheter	01/16/03	07/18/06
45.	7,087,026	Callister, Devices and Methods for Measuring Blood Flow Rate or Cardiac Output and for Heating or Cooling the Body	03/21/03	08/08/06
46.	7,172,586	Dae, et al., Method of Inotropic Treatment of Circulatory Failure Using Hypothermia	06/16/03	02/06/07
47.	7,175,649	Machold, et al., Method and System for Control of a Patient's Body Temperature by Way of Transluminally Insertable Heat Exchange Catheter	08/20/03	02/13/07
48.	7,186,222	Callister, et al., Vascular Introducer with Temperature Monitoring Probe and Systems for Endovascular Temperature Control	09/10/02	03/06/07

B. Publications of Pending US Patent Applications Assigned to Radiant Medical, Inc.

Ref	Application	Publication Number	Inventor, Title	Date Filed
1.	10/442,483	20030195597	Keller et al., Multiple Lumen Heat Exchange Catheters	05/21/03
2.	10/626,007	20040147987	Ginsburg, Methods and Apparatus for Regional & Whole Body Temperature Modification	07/24/03
3.	10/645,263	20040050154	Machold et al., Method and System for Control of a Patient's Body Temperature by way of a Transluminally Insertable Heat Exchange Catheter.	08/20/03
4.	10/525,625	20060122673	Callister et al., System and Method for Controlling Core Body Temperature	09/12/03
5.	10/730,861	20040116988	Hammack et al., Catheter System with On-Board Temperature Probe	12/03/03
6.	10/738,066	20040133256	Callister, Heat Transfer Catheter with Elastic Fluid Lumens	12/17/03
7.	10/855,434	20040225342	Callister, Moving Heat Exchange Catheter System	05/26/04
8.	10/933,979	20050027290	Dae et al., Method for Reducing Myocardial Infarct by Application of Intravascular Hypothermia	09/02/04
9.	10/933,970	20050043579	Dae et al., Intra-Aortic Balloon Counterpulsation with Concurrent Hypothermia	09/02/04
10.	11/061,803	20050143798	Bleam, et al., Valved Connector Assembly and Sterility Barrier	02/17/05
11.	11/044,997	20060030910	Ginsburg, Method and Apparatus for Controlling a Patient's Body Temperature by In Situ Blood Temperature Modification	02/26/05

Ref	Application	Publication Number	Inventor, Title	Date Filed
12.	11/080,128	20050159673	Dae et al., Temperature Sensing System with Retrograde Sensor	3/14/05
13.	11/125,604	20050209658	Machold et al., Disposable Cassette for Intravenous Heat Exchange Catheter	05/09/05
14.	11/479,961	20070043409	Brian et al., Devices, System and Methods for Rapid Endovascular Cooling	06/29/05
15.	11/413,564	20060293734	Scott et al., Apparatus and Method for Providing Enhanced Heat Transfer from a Body Portion	06/29/05
16.	11/474,590	20060253095	Stull, Method for Gastric Cooling using Balloon Catheter	06/26/06
17.	11/501,442	20070038277	Dae, Inhibition of Platelet Activation, Aggregation and/or Adhesion by Hypothermia	08/08/06

SCHEDULE 2**A. US Trademarks Registered to or Allowed for Radiant Medical, Inc.**

Ref	Application	Mark	Date of application/registration
1.	Registration no. 2,444,970	SetPoint	Registered 04/17/01.
2.	Registration no. 2,444,766	Radiant Medical	Registered 04/17/01.
3.	Registration no. 2,948,947	Reprive	Registered 05/10/05.
4.	Application no. 77/065,687	Radiant Endovascular Temperature Therapy System	Filed 12/15/06.

SF 1366498 v4
(41557.0009)