

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ENDOSCOPIC TECHNOLOGIES, INC.	06/11/2008

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054-1191

Name:	OXFORD FINANCE CORPORATION
Street Address:	133 N. FAIRFAX STREET
City:	ALEXANDRIA
State/Country:	VIRGINIA
Postal Code:	22314

PROPERTY NUMBERS Total: 29

Property Type	Number
Application Number:	10297858
Application Number:	10988003
Application Number:	10988027
Application Number:	10996876
Application Number:	11029820
Application Number:	11069403
Application Number:	11122272
Application Number:	11132916
Application Number:	11133142
Application Number:	11139446

CH \$1160.00 10297858

Application Number:	11145096
Application Number:	11186148
Application Number:	11186149
Application Number:	11512796
Application Number:	11588437
Application Number:	11651439
Application Number:	11809331
Application Number:	11897146
Patent Number:	5868703
Patent Number:	6309349
Patent Number:	6821265
Patent Number:	6837864
Patent Number:	6860668
Patent Number:	6902545
Patent Number:	7018328
Patent Number:	7074180
Patent Number:	7097612
Patent Number:	7294103
Application Number:	10988021

**CORRESPONDENCE DATA**

Fax Number: (858)638-5033  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8586386733  
Email: karen.johanson@dlapiper.com  
Correspondent Name: DLA PIPER US LLP  
Address Line 1: 4365 Executive Drive, Suite 1100  
Address Line 2: ATTN: KAREN JOHANSON  
Address Line 4: San Jose, CALIFORNIA 95054-1191

ATTORNEY DOCKET NUMBER:	354271-1-ESTECH
NAME OF SUBMITTER:	Troy Zander

Total Attachments: 11  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of June 11, 2008 by and among Endoscopic Technologies, Inc. ("Grantor"), Silicon Valley Bank, a California banking corporation ("SVB") and Oxford Finance Corporation ("Oxford" and, collectively, with SVB, the "Lenders").

### RECITAL

Lenders have made credit extensions to Grantor as described in the Loan and Security Agreement (as amended, restated, or otherwise modified, the "Loan Agreement"), on the condition that Grantor grants Lenders a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Lenders, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any other agreement covering the Intellectual Property Collateral to which Grantor is bound, except to the extent that such other intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent;

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for Permitted Liens;

(d) Each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and, to Grantor's knowledge, no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lenders of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lenders in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lenders, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall not register any Copyrights or Mask Works with the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior notice to Lenders of their intent to register such Copyrights or Mask Works and has provided Lenders with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Lenders may reasonably request in order to maintain the perfection and priority of Lenders' security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Lenders a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for

Lenders to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lenders of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lenders a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge (except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder, and except for any financing statements that must be filed in order to perfect the security interests created hereunder in the general intangibles and except as has been already made or obtained) no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lenders of their rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lenders by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lenders' prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lenders in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Lenders in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lenders' Rights. Lenders shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required to take under this IP Agreement but which Grantor fails to take. Grantor shall reimburse and indemnify Lenders for all costs and reasonable expenses incurred in the exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lenders and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months so long as no Event of Default has occurred and is continuing; provided, however, nothing herein shall entitle Lenders access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lenders, to perfect Lenders' security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lenders the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lenders as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lenders or otherwise, from time to time in Lenders' discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lenders may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lenders shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lenders has a security interest and to make it available to Lenders at a place designated by Lenders. Lenders shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lenders to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lenders in connection with the exercise of any of Lenders' rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lenders' rights and remedies with respect to the Intellectual Property Collateral shall be cumulative and shall be subject to the terms of that certain Intercreditor Agreement among the Lenders, as amended from time to time.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lenders and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lenders as a result of or in any way arising out of, following or consequential to transactions between Lenders and Grantor, whether under this IP

Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lenders' gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lenders shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lenders pursuant hereto.

11. Course of Dealing. No course of dealing, any failure to exercise, or any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Lenders consent to the nonexclusive jurisdiction of any state or federal court located in California.

16. Confidentiality. In handling any confidential information, Lenders shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Lenders, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Lenders.

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IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

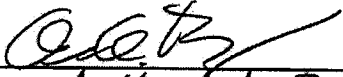
**Address of Grantor:**

2603 Camino Ramon  
San Ramon, CA 94583  
Attn: Chief Financial Officer

**GRANTOR:**

ENDOSCOPIC TECHNOLOGIES, INC.

By:

  
Name: Arthur A. Bartolero

Title: President & CEO

**[Signature Page to Intellectual Property Security Agreement]**

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated June 11, 2008.

EXHIBIT "A"

COPYRIGHTS

EXHIBIT A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None.

EXHIBIT B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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Exhibit "B" attached to that certain Intellectual Property Security Agreement dated June 11, 2008.

EXHIBIT "B"

PATENTS

<u>PATENT</u> <u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
Aortic balloon catheter with improved positioning and balloon stability			10297858	12/9/02	
Left atrial appendage devices and methods			10988003	11/12/04	
Cardiac ablation devices and methods			10988021	11/12/04	
Thorax mounted stabilization platform			10988027	11/12/04	
Multichannel catheter			10996876	11/23/04	
Multichannel catheter with obturator			11029820	1/3/05	
Method and apparatus for improved stiffness in the linkage assembly of a flexible arm			11069403	2/28/05	
Surgical retractor and stabilizing device and method for use			11122272	5/3/05	
Multichannel catheter			11132916	5/18/05	
Methods and devices for performing minimally invasive cardiac surgery and methods for coronary artery disease management			11133142	5/18/05	
Venous cannula and cardiopulmonary bypass system			11139446	5/27/05	
Method and apparatus for improved stiffness in the linkage assembly of a flexible arm			11145096	6/2/05	
Cardiac ablation devices and methods			11186148	7/20/05	
Conduction block verification probe and method of use			11186149	7/20/05	
Tissue positioner			11512796	8/29/06	
Atraumatic tissue retraction device			11588437	10/26/06	
Ablative treatment of the heart to improve patient outcomes following surgery			11651439	1/8/07	
Cardiac ablation devices and methods			11809331	5/30/07	
Retractor with inflatable blades			11897146	8/28/07	
Multichannel catheter			5868703	2/9/99	

Surgical retractor and stabilizing device and method for use	6309349	10/30/01
Multichannel catheter	6821265	11/23/04
Multichannel catheter with obturator	6837864	1/4/05
Method and apparatus for improved stiffness in the linkage assembly of a flexible arm	6860668	3/1/05
Multichannel catheter	6902545	6/7/05
Tissue stabilizer	7018328	3/28/06
Visualization during closed-chest surgery	7074180	7/11/06
Tissue positioner	7097612	8/29/06
Retractor with inflatable blades	7294103	11/13/07

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated June 11, 2008.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
AF firm		78865738	4/20/06	
EZ-MAZE		77471021	5/9/08	
ESTECH		76020553	4/7/00	
THORACAB		76530858	7/18/03	
OPVAC		76020562	4/7/00	

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated June 11, 2008.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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None.