

RECORDATION FORM COVER SHEET

United States Patent and Trademark

Office OMB No. 0651-0027 (exp. 06/30/2008)

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SILICON VALLEY BANK
3003 TASMAN DRIVE
SANTA CLARA, CA. 95054

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date: September 29, 2008

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other: Release

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

Name: Sensys Medical Inc.

Internal Address:

Street Address: 7470 W. Chandler Blvd

City: Chandler

State: AZ

Country: USA Zip: 85226

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

4882492	5687196	5750994	5747806	6040578
6115673	5945676	6236047	6280381	6411373
6601982	6405065	6493566	6587702	6475800
6587199	6456870	6415167	6871169	6534012
6884978	6512936	6442408	6487429	6512937
6839584	6640117	6816241	6668181	6675029
6697654	6876931	6788965	6671542	6777240
6990364	6738652	6998247	7010336	6966649

Additional numbers attached? ☐ Yes ☒ No

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

Name: UCC Direct

Internal Address: Attn: 14080632

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 1-800-342-3676 X 4065

Fax Number: 1-800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and patents involved: 40

7. Total fee (37 CFR 1.21 (h) & 3.41) \$1600.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

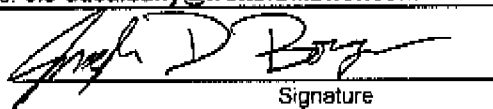
8. Payment Information

a. Credit Card Last 4 Numbers 5683
 Expiration Date 11/09

b. Deposit Account Number

Authorized User Name

9. Signature:


 Signature

Joseph D Borgman
 Name of Person Signing

September 29, 2008

Date

Total number of pages including cover sheet, attachments, and documents:

OP \$1600.00 4882492

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN PATENTS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Sensys Medical, Inc.** ("Assignor") in the **patented** works set forth in that certain **Intellectual Property Security Agreement** dated 03/10/2006, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on 05/25/2009, Reel 017921, Frame 0274.

Dated: **September 29, 2008**
SILICON VALLEY BANK

By: 
Name: **Margaret Fujii**
Title: **Operations Manager**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 10, 2006 by and between SILICON VALLEY BANK ("Bank"), and SENSYS MEDICAL, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or

any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including a Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property in which Grantor has an interest.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above:

Address of Grantor
1470 West Chandler Blvd
Chandler, AZ 85226

GRANTOR

SENSYS MEDICAL, INC., a Delaware
corporation

By: [Signature]
Title: President, & CEO

Address of Bank
3003 Tasman Drive
Santa Clara, CA 95054

BANK

SILICON VALLEY BANK

By: [Signature]
Title: VICE PRESIDENT

EXHIBIT A
Copyrights

Description

Registration
Number

Registration
Date

EXHIBIT B
Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Title	Patent #	Grant Date							
Method & Apparatus for Multi-Spectral Analysis in Noninvasive NIR Spectroscopy	5,747,806	5/5/1998							
Method & Apparatus for Multi-Spectral Analysis in Noninvasive NIR Spectroscopy	5,945,676	8/31/1999							
Method and Apparatus for Generating Basis Sets for Use in Spectroscopic Analysis	6,115,673	9/5/2000							
Combinative Multivariate Calibration That Enhances Prediction Ability Through Removal Of Over-Modulated Regions	6,871,169	3/22/2005							
Positive Correlation Filter Systems and Methods of Use Thereof	5,750,994	5/12/1998							
Method and Apparatus for Multi-Spectral Analysis in Noninvasive Infrared Spectroscopy	6,040,578	3/21/2000							
Method and Apparatus for Multi-Spectral Analysis of Organic Blood Analytes in Noninvasive Infrared Spectroscopy	6,236,047	5/22/2001							
An Intelligent System for Noninvasive Blood Analyte Prediction	6,280,381	8/28/2001							
Intra-Serum and Intra-Gel for Modeling Human Skin Tissue	6,475,800	11/5/2002							
Intra-Serum and Intra-Gel for Modeling Human Skin Tissue	6,777,240	8/17/2004							
A Multi-Tier Method of Classifying Sample Spectra for Non-Invasive Blood Analyte Prediction	6,512,936	1/28/2003							
Invasive Blood Analyte Prediction	6,587,196	7/1/2003							
Oscillating Mechanism Drive Monochromator									
Non-Invasive IN VIVO Tissue Classification Using Near-Infrared Measurements	6,405,065	6/11/2002							
Apparatus and Method for Reproducibly Modifying Localized Absorption and Scattering Coefficients at a Tissue Measurement Site During Optical Sampling	6,534,812	3/18/2003							
Fiber Optic Illumination And Detection Patterns, Shapes, And Locations For Use in Spectroscopic Analysis	6,411,373	6/25/2002							
Embedded Data Acquisition and Control System for Noninvasive Glucose Prediction Instrument	6,587,199	7/1/2003							
A Non-Invasive Method of Determining Skin Thickness and Characterizing Layers of Skin Tissue in Vivo	6,456,870	9/24/2002							
A Non-Invasive Method of Determining Skin Thickness and Characterizing Layers of Skin Tissue in Vivo	6,671,542	12/30/2003							
A Method of Characterizing Spectrometer Instruments and Providing Calibration Models to Compensate for Instrument Variation	6,864,978	3/8/2005							
Classification System for Sex Determination and Tissue Characterization	6,493,566	12/10/2002							

EXHIBIT C
Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See attached

C-1

84119.0003 BN 754504v3

Trademarks For Client/Division: Sensys Medical, Inc
Date of Report: 12/6/2005

101

Exhibit C "Trademarks"

Trademarks for Client/Division: Sensus Medical, Inc.
Date of Report: 12/6/2005

Docket No.	CTRY	Types	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
IME70016TM	USA	2	Inactive	3/2/2000	76/003,761				
Attorney: MAG									
Mark: INTERCEL									
IME70016TM	USA		Inactive	5/2/2000	78/006,486				
Attorney: MAG									
Mark: INTERLIPID									
absorption and reduced scattering coefficients									
IME70016TM	ASPL	12	Inactive	9/21/2000	851186				
Attorney: MAG									
Mark: INTERLIPID									
absorption and reduced scattering coefficients									
IME70016TM	CANA	A2	Inactive	9/21/2000	1,074,733				
Attorney: MAG									
Mark: INTERLIPID									
absorption and reduced scattering coefficients									
IME70016TM	EURO	C2	Inactive	10/12/2000	001903046				
Attorney: MAG									
Mark: INTERLIPID									
absorption and reduced scattering coefficients									
IME70016TM	ISRA	A2	Inactive						
Attorney: MAG									
Mark: INTERLIPID									
absorption and reduced scattering coefficients									
IME70016TM	JAPA	A2	Inactive	11/1/2000	2000-118705				
Attorney: MAG									
Mark: INTERLIPID									
absorption and reduced scattering coefficients									
IME70016TM	MEXI	12	Inactive						
Attorney: MAG									
Mark: INTERLIPID									
absorption and reduced scattering coefficients									
IME70016TM	KORS	52	Inactive	9/27/2000	2000-0045360				
Attorney: MAG									
Mark: INTERLIPID									
absorption and reduced scattering coefficients									

XXXX

Class & Type: IN 5
Goods: A Near-IR diffuse reflectance based tissue phantom with

XXXX

Class & Type: IN 5
Goods: A Near-IR diffuse reflectance based tissue phantom with

1,074,733

Class & Type: IN 5
Goods: A Near-IR diffuse reflectance based tissue phantom with

001903046

Class & Type: IN 5
Goods: A Near-IR diffuse reflectance based tissue phantom with

Mark: INTERLIPID
absorption and reduced scattering coefficients

Exhibit C
"Trademarks"

Goods: A Near-IR diffuse reflectance based tissue phantom with

Exhibit C "Trademarks"

Trademarks For Client/Division: Sensys Medical, Inc.
Date of Report: 12/6/2005

Bucket No.	City	Types	Status	Cur App Dc	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
IMET0016TMSM	SWIT	TZ	Inactive	10/19/2000	12544/2000				
Attorney: MAG									
Mark: INTERLIPID									
absorption and reduced scattering coefficients									
IMET0016TMTM	EXIM	WZ	Inactive	9/27/2000	78/005,486				
Attorney: MAG									
Mark: INTERLIPID									
absorption and reduced scattering coefficients									
IMET0018TMTM	USA	2	Inactive	11/2/1999	75/839,482				
Attorney: MAG									
Mark: INTERSERUM									
matrix: the basis set components consist of									
IMET0018TMAU	ASTL	LZ	Registered	5/1/2000	833604				
Attorney: MAG									
Mark: INTERSERUM									
matrix: the basis set components consist of									
IMET0018TMCB	CAWA	AZ	Inactive	4/28/2000	1056102				
Attorney: MAG									
Mark: INTERSERUM									
matrix: the basis set components consist of									
IMET0018TMEP	CTM	Z	Inactive	5/2/2000	1634104.4				
Attorney: MAG									
Mark: INTERSERUM									
matrix: the basis set components consist of									
IMET0008TJ-EP	CTM	Owner:	Registered	1/13/2003	003063225				
Attorney: CP									
Mark: SENSYS									
use in									
IMET0008TJ-EP2	CTM	Owner:	Filed	5/17/2005	004441028				
Attorney: CP									
Mark: SENSYS									
including electronic equipment for non-invasive									
IMET0008TJ-JP	JAPA	AZ	Registered	1/9/2003	2003-000,924				
Class & Type: IN 10									
Goods: Optical medical equipment for medical purposes only.									
Class & Type: IN 042									
Goods: Medical diagnostic and monitoring apparatus; software for									

Exhibit C
"Trademarks"

Owner: SENS Agent: SAMA Class & Type: IN 009 IN 010 IN 042 Mark: SENSYS
Attorney: CP Goods: Optical measurement equipment, software for use in connection with equipment and apparatus

Exhibit C "Trademarks"

Trademarks for Client/Division: Sensys Medical, Inc.
Date of Report: 12/6/2005

Booklet No.	Clty	Type	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
IMET00080TM	USA	2	Filed	6/13/2002	78/135,552				
Atorney:CP Mark: SENSYS amendment1									
IMET00082T	USA	2	Filed	7/29/2002	78/148,562				
Atorney:MAG Mark: SENSYS GTS amendment1									
IMET00082T-EP	CTM	2	Filed	1/27/2003	003023710				
Atorney:MAG Mark: SENSYS GTS									
IMET00082T-UP	JAPA	A	Registered	1/21/2003	2003-003,290	3/26/2004	4,759,732	3/26/2014	3/26/2014
Atorney:MAG Mark: SENSYS GTS connection with equipment and apparatus									
IMET00081T-EP	CTM		Filed	1/13/2003	003093233				
Atorney:MAG Mark: SENSYS MEDICAL									
IMET00081T-UP	JAPA	A2	Registered	1/9/2003	2003-000,926	4/16/2004	4,764,460	4/16/2014	4/16/2014
Atorney:CP Mark: SENSYS MEDICAL connection with medical equipment and apparatus									
IMET00081TM	USA	2	Filed	6/13/2002	78/135,662				
Atorney:MAG Mark: SENSYS MEDICAL for noninvasive determination of analyte									
SENS00371T	USA	2	Filed	1/28/2005	78/556,081				
Atorney:MAG Mark: SENSYS MEDICAL logo for noninvasive determination of analyte									
SENS00371T-EP	EURO	02	Filed	7/11/2005	004535531				
Atorney:MAG Mark: SENSYS MEDICAL logo for noninvasive determination of analyte									

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

Exhibit C
"Trademarks"

Trademarks For Client/Division: Sensus Medical, Inc.
Date of Report: 12/6/2005

Docket No.	Clty	Types	Status	Cur App Dc	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
TM670046TSCB	USA	Owner:	Inactive	Agent:	Class & Type:	Goods:			
Attorney:MAG									
Mark: Trademark Searches									
IME370086T	USA	2	Inactive	12/4/2002	78/191,275				
Attorney:MAG		Garner:		Agent:	Class & Type: IN 009 IN 010 IN 042				
Mark: GRP					Goods:Optical measurement equipment				
IME700837M	USA	2	Inactive	Agent: NCIP	Class & Type:	Goods:			
Attorney:MAG		Owner:							
Mark: SM and SMI									