

RE 5/15/09

05-19-2009

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RE



To the Director of the U.S. Patent and Tr.

103560946

.ents or the new address(es) below.

**1. Name of conveying party(ies)**

Percutaneous Systems, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) 10/30/08

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

**2. Name and address of receiving party(ies)**Name: Venture Lending & Leasing IV, Inc. andInternal Address: Venture Lending & Leasing V, Inc.Street Address: 2010 North First StreetCity: San JoseState: CACountry: US Zip: 95131Additional 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)

10/794337; 10/951922; 10/886886; 11/436256; 11/777515; 11/775626;  
11/346606; 11/233886; 11/256562; 11/267084; 11/777768; 11/555643;  
12/037311; 11/777522; 12/041241

## B. Patent No.(s)

7,425,202; 7,255,687; 61/053742

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Russell D. Pollack

Internal Address: \_\_\_\_\_

Street Address: 4 Embarcadero Center, Suite 4000City: San FranciscoState: CA Zip: 94111Phone Number: 415-981-1400Fax Number: 415-777-4961

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved:** 18**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 720.00

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

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

5/15/09

Date

Jeffrey T. Klugman

Name of Person Signing

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

16

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 1460, Alexandria, V.A. 22313-1460

11-21-2008



103536175

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)**

Percutaneous Systems, Inc.

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

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

Execution Date(s) 10/30/08

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

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

Name: Venture Lending & Leasing IV, Inc. and

Internal Address: Venture Lending & Leasing V, Inc.

Street Address: 2010 North First Street

City: San Jose

State: CA

Country: US Zip: 95131

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)**

10/794337; 2,558,699; 10/951922; 10/886886; 2,571,941; 11/436256;  
11/777515; 2,587,872; 11/775626; 11/346606; 11/233886; 11/256562;  
11/267084; 11/777768; 11/555643; 12/037311; 11/777522; 12/041241

**B. Patent No.(s)**

7,425,202; 7,255,687; 61/053742

Additional numbers attached? ☐ Yes ☒ No

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

Name: Russell D. Pollack

Internal Address: \_\_\_\_\_

Street Address: 4 Embarcadero Center, Suite 4000

City: San Francisco

State: CA Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved:** 21

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 840.00

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name 11/21/2008 DBYRNE 00000006 10794337

01 FC:8021

840.00

**9. Signature:**

Signature

11/18/08

Date

Jeffrey T. Klugman

Name of Person Signing

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

16

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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of October 30, 2008, by and between PERCUTANEOUS SYSTEMS, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC. ("VLL4") and VENTURE LENDING & LEASING V, INC. ("VLL5"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

## RECITALS

A. Pursuant to a Loan and Security Agreement dated as of February 28, 2007, as amended by an Amendment No. 1 thereto of even date herewith (as amended, the "Loan Agreement") between Grantor, as borrower, and each of VLL4 and VLL5, as lender, VLL4 and VLL5 agreed to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to continue to extend such financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE 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 Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit "A" attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit "B" attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of

the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all claims for damages by way of past, present and future infringement 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;

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

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

(g) 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

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

(a) Grantor has rights (as defined in UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Borrower deems it to be in the best interest of Borrower's business;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits "A," "B" and "C" hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits "A," "B" and "C"), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's 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 interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will 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 Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits "A," "B" and "C," hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) subject at all times to Section 7.5 of the

Loan Agreement, after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

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

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

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This 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.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL4, on the one hand, and Grantor and VLL5, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL4 and VLL5. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL4 and VLL5, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL4 and VLL5, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL4 and/or VLL5 independently of one another. The security interests granted by Grantor to each of VLL4 and VLL5 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

8. Loan Agreement. To the extent of any conflict between the provisions of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

*[Signature Page Follows]*

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

ORIGINAL

GRANTOR:

Address of Grantor:

PERCUTANEOUS SYSTEMS, INC.

3260 Hillview Ave. Suite 100  
Palo Alto, CA 94304  
Attn: Chief Financial Officer

By: 

Name:

ROBERT S. BEHL

Its:

CEO

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

GRANTOR:

Address of Grantor:

PERCUTANEOUS SYSTEMS, INC.

1300 Crittenden Lane, Suite 101  
Mountain View, CA 94043  
Attn: Chief Financial Officer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ORIGINAL**

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

By:  \_\_\_\_\_

Name: Jay Cohan

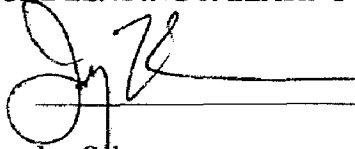
Its: Vice President

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

By:  \_\_\_\_\_

Name: Jay Cohan

Its: Vice President



EXHIBIT "A"

Copyrights

Description  
None.

Registration Number

Registration Date

## Patents

Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
Art Collections and Analyses				Not yet filed
Method and System for Deploying Protective Sleeve In Intraluminal Catheterization and Dilation	Huang, Alexander L. Needleman, David Lao, Henry	05724682.9 03/03/2005		Pending Published  Int'l Filing Deadline (Final): 09/05/2006 **Completed** Response: 11/05/2006 Response: 08/01/2007 Response to Office Action: 09/16/2008 **Completed** Response to Office Action: 11/16/2008 Annuity: Next: 03/03/2009 Annuity: End of Grace (Final Deadline): 09/03/2009
Method and System for Deploying Protective Sleeve In Intraluminal Catheterization and Dilation	Huang, Alexander L. Needleman, David Lao, Henry	PCT/US05/07180 03/03/2005		Pending Nat. Phase  Int'l Filing Deadline (Final): 03/05/2005 **Completed** Power of Attorney: 05/08/2005 **Completed** Chapter 2 Demand (Due): 10/05/2005 **Completed** Chapter 2 National Phase Deadline: 09/05/2006 **Completed** Response to Written Opinion (Optional): 12/29/2006
Method and System for Deploying Protective Sleeve In Intraluminal Catheterization and Dilation	Huang, Alexander L. Needleman, David Lao, Henry	10/794337 03/05/2004		Pending Published  Foreign Filing Deadline: 03/05/2005 Resp-1 mo. Restriction Requirement: 08/10/2006 **Completed** Response to Office Action: 01/23/2007 **Completed** Response to Final Office Action: 08/18/2007 **Completed** Appeal Brief: 09/02/2007 **Completed** Response-2nd Office Action: 07/29/2008 **Completed**
Non-Seeding Biopsy Device and Method	Huang, Alexander L. Lao, Henry Needleman, David	2558699 03/03/2005		Pending  Int'l Filing Deadline (Final): 09/05/2006 **Completed** Annuity: Next: 03/03/2009 Annuity: End of Grace (Final Deadline): 03/03/2010 Exam/Art: 03/03/2010
Non-Seeding Biopsy Device and Method	Huang, Alexander L. Lao, Henry Needleman, David	05724652.2 03/03/2005		Pending Published  Int'l Filing Deadline (Final): 09/05/2006 **Completed** Response: 11/05/2006 Annuity: Next: 03/03/2009 Annuity: End of Grace (Final Deadline): 09/03/2009

<b>Title</b>	<b>Inventor</b>	<b>Application No. Filing Date</b>	<b>Patent No. Issue Date</b>	<b>Status Remarks</b>
Non-Seeding Biopsy Device and Method	Huang, Alexander L. Lao, Henry Needleman, David	2007-502026 03/03/2005		Pending Published  Int'l Filing Deadline (Final): 09/05/2006 **Completed** Request Examination 10/1/01 beyond (JP): 03/03/2008 **Completed**
Non-Seeding Biopsy Device and Method	Huang, Alexander L. Lao, Henry Needleman, David	2006-7020653 03/03/2005		Pending  Int'l Filing Deadline (Final): 09/05/2006 **Completed** Power of Attorney: 10/05/2006 **Completed** Request Examination (KR): 03/03/2010
Non-Seeding Biopsy Device and Method	Huang, Alexander L. Lao, Henry Needleman, David	PCT/US2005/007146 03/03/2005		Pending Nat. Phase  Int'l Filing Deadline (Final): 03/05/2005 **Completed** Chapter 2 Demand (Due): 10/05/2005 **Completed** Response to Written Opinion (Optional): 04/27/2006 Chapter 2 National Phase Deadline: 09/05/2006 **Completed**
Non-Seeding Biopsy Device and Method	Huang, Alexander L. Lao, Henry Needleman, David	10/794317 03/05/2004	7425202 09/16/2008	Granted  Notice Of Allowance: 06/25/2008 **Completed** Foreign Filing Deadline: 03/05/2005 **Completed** Response to Office Action: 03/15/2006 **Completed** Response-2nd Office Action: 09/16/2006 **Completed** Response to Final Office Action: 05/07/2007 **Completed** Appeal Brief: 09/02/2007 **Completed** Response-3rd Office Action: 12/20/2007 **Completed** Issue Fee: 09/25/2008 **Completed** Annuity: Next: 03/16/2012 Annuity: End of Grace (Final Deadline): 09/16/2012
Urinary Stent with Everting Surface				Not yet filed
Urinary Patency Device and Method				Not yet filed
Methods and Apparatus for Hollow Body Structure Resection	Behl, Robert S.	PCT/US05/34533 09/26/2005		Inactive Expired
Methods and Apparatus for Hollow Body Structure Resection	Behl, Robert S.	10/951922 09/27/2004		Pending Published  Foreign Filing Deadline: 09/27/2005 Resp-1 mo. Restriction Requirement: 02/16/2008 **Completed** Response to Office Action: 08/13/2008 Response to Office Action ( Final Deadline): 11/13/2008

<b>Title</b>	<b>Inventor</b>	<b>Application No. Filing Date</b>	<b>Patent No. Issue Date</b>	<b>Status Remarks</b>
Methods and Apparatus for Deploying Conformed Structures In Body Lumens	Behl, Robert S. Huang, Alexander L.	10/886886 07/07/2004		Pending Allowed  Notice Of Allowance: 10/07/2008 **Completed** Foreign Filing Deadline: 07/07/2005 **Completed** Resp-1 mo. Restriction Requirement: 01/05/2008 **Completed** Response to Office Action: 07/14/2008 **Completed** Issue Fee: 01/07/2009
Methods and Apparatus for Deploying Conformed Structures In Body Lumens	Behl, Robert S. Huang, Alexander L.	2571941 07/06/2005		Pending  Int'l Filing Deadline (Final): 01/07/2007 **Completed** Annuity: Next: 07/06/2009 Annuity: End of Grace (Final Deadline): 07/06/2010 Exam/Art: 07/06/2010
Methods and Apparatus for Deploying Conformed Structures In Body Lumens	Behl, Robert S. Huang, Alexander L.	05770447.0 07/06/2005		Pending Published  Int'l Filing Deadline (Final): 01/07/2007 **Completed** Response: 02/28/2007 Annuity: Next: 07/06/2009 Annuity: End of Grace (Final Deadline): 01/06/2010
Methods and Apparatus for Deploying Conformed Structures In Body Lumens	Behl, Robert S. Huang, Alexander L.	2007-520474 07/06/2005		Pending Published  Int'l Filing Deadline (Final): 01/07/2007 **Completed** Request Examination 10/1/01 beyond (JP): 07/06/2008 **Completed**
Methods and Apparatus for Deploying Conformed Structures In Body Lumens	Behl, Robert S. Huang, Alexander L.	2007-7002756 07/06/2005		Pending  Int'l Filing Deadline (Final): 01/07/2007 **Completed** Request Examination (KR): 07/06/2010
Methods and Apparatus for Deploying Conformed Structures In Body Lumens	Behl, Robert S. Huang, Alexander L.	PCT/US05/2398 8 07/06/2005		Inactive Expired
Methods and Apparatus for Deploying Conformed Structures In Body Lumens	Behl, Robert S. Huang, Alexander L.			Not yet filed

Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
Methods and Apparatus for Deploying Short Length Ureteral Stents	Behl, Robert S. Huang, Alexander L. Dinh, Linh A.	PCT/US07/69182 05/17/2007		Pending Published  Int'l Filing Deadline (Final): 05/17/2007 **Completed** Response: 08/31/2007 **Completed** Chapter 2 Demand (Due): 12/17/2007 **Completed** Response to Written Opinion (Optional): 11/15/2008 Chapter 2 National Phase Deadline: 11/17/2008
Methods and Apparatus for Deploying Ureteral Stents	Behl, Robert S. Huang, Alexander L. Dinh, Linh A.	11/436256 05/17/2006		Pending Published  Foreign Filing Deadline: 05/17/2007 **Completed** Resp-1 mo. Restriction Requirement: 09/19/2008 **Completed**
Methods for Removing Kidney Stones from the Ureter	Huang, Alexander L. Desai, Rupesh	11/777515 07/13/2007		Pending Published  Foreign Filing Deadline: 07/13/2008 **Completed**
Systems and Methods for Luminal Access	Huang, Alexander L. Peartree, Kenneth A. Lao, Henry	2587872 11/18/2005		Pending  Int'l Filing Deadline (Final): 05/19/2007 **Completed** Annuity: Next: 11/18/2009 Annuity: End of Grace (Final Deadline): 11/18/2010 Exam/Art: 11/18/2010
Systems and Methods for Luminal Access	Huang, Alexander L. Peartree, Kenneth A. Lao, Henry	05851886.1 11/18/2005		Pending Published Designated States: AT BE BU CY CZ DK EE FI FR DE GR HU IS IE IT LV LT LU MC NL PL PT RO SK SI ES SE CH LI TR GB Int'l Filing Deadline (Final): 05/19/2007 **Completed** Response: 06/24/2007 Annuity: Next: 11/18/2009 Annuity: End of Grace (Final Deadline): 05/18/2010
Systems and Methods for Luminal Access	Huang, Alexander L. Peartree, Kenneth A. Lao, Henry	2007-543315 11/18/2005		Pending Published  Int'l Filing Deadline (Final): 05/19/2007 **Completed** Request Examination 10/1/01 beyond (JP): 11/18/2008
Systems and Methods for Luminal Access	Huang, Alexander L. Peartree, Kenneth A. Lao, Henry	2007-7011903 11/18/2005		Pending  Int'l Filing Deadline (Final): 05/19/2007 **Completed** Request Examination (KR): 11/18/2010
Systems and Methods for Luminal Access	Huang, Alexander L. Peartree, Kenneth A. Lao, Henry	PCT/US05/42004 11/18/2005		Pending Nat. Phase  Int'l Filing Deadline (Final): 11/19/2005 **Completed** Chapter 2 Demand (Due): 06/19/2006 **Completed** Response to Written Opinion (Optional): 11/16/2006 Chapter 2 National Phase Deadline: 05/19/2007 **Completed**

Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
Systems and Methods for Luminal Access	Huang, Alexander L. Peartree, Kenneth A. Lao, Henry	10/993631 11/19/2004	7255687 08/14/2007	Granted  Notice Of Allowance: 05/31/2007 **Completed** Foreign Filing Deadline: 11/19/2005 **Completed** Resp-1 mo. Restriction Requirement: 07/28/2006 **Completed** Response to Office Action: 01/20/2007 **Completed** Issue Fee: 08/31/2007 **Completed** Annuity: Next: 02/14/2011 Annuity: End of Grace (Final Deadline): 08/14/2011
Systems and Methods for Luminal Access	Huang, Alexander L. Peartree, Kenneth A. Lao, Henry	11/775626 07/10/2007		Pending  Response to Office Action: 12/26/2008 Response to Office Action ( Final Deadline): 03/26/2009
Method and Systems for Deploying Luminal Prosthesis	Behl, Robert S. Huang, Alexander L.	60/649848 02/02/2005		Inactive Expired
Methods and Systems for Deploying Luminal Prostheses	Behl, Robert S. Huang, Alexander L.	06734311.1 02/02/2006		Pending Published Designating: AT BE BG CH CY CZ DE DK EE ES FI FR GB GR HU IS IE IT LU MC NL PL PT RO SE SI SK TR LV LT. Int'l Filing Deadline (Final): 08/02/2007 **Completed** Annuity: Next: 02/02/2009 Annuity: End of Grace (Final Deadline): 08/02/2009
Methods and Systems for Deploying Luminal Prostheses	Behl, Robert S. Huang, Alexander L.	PCT/US06/0388 4 02/02/2006		Inactive Expired
Methods and Systems for Deploying Luminal Prostheses	Behl, Robert S. Huang, Alexander L.	11/346606 02/01/2006		Pending Published  Response to Office Action: 09/26/2008 Response to Office Action ( Final Deadline): 12/26/2008
System and Method for Deploying Scope Through an Introducer Sheath				Not yet filed
Methods and Systems for Sheathing Tubular Medical Instruments	Peartree, Kenneth A. Huang, Alexander L.	PCT/US06/3586 5 09/14/2006		Inactive Abandoned
Methods and Systems for Sheathing Tubular Medical Instruments	Peartree, Kenneth A. Huang, Alexander L.	11/233886 09/23/2005		Pending Published  Foreign Filing Deadline: 09/23/2006 **Completed**
Systems and Methods for Dilating and Accessing Body Lumens	Huang, Alexander L. Behl, Robert S.	06817198.2 10/17/2006		Pending Published  Int'l Filing Deadline (Final): 04/20/2008 **Completed** Amendment: 06/28/2008 Annuity: Next: 10/17/2010 Annuity: End of Grace (Final Deadline): 04/17/2011

<b>Title</b>	<b>Inventor</b>	<b>Application No. Filing Date</b>	<b>Patent No. Issue Date</b>	<b>Status Remarks</b>
Systems and Methods for Dilating and Accessing Body Lumens	Huang, Alexander L. Behl, Robert S.	PCT/US06/41008 10/17/2006		Pending Nat. Phase  Int'l Filing Deadline (Final): 10/20/2006 **Completed** Chapter 2 Demand (Due): 05/20/2007 **Completed** Response to Written Opinion (Optional): 08/20/2007 Chapter 2 National Phase Deadline: 04/20/2008 **Completed**
Systems and Methods for Dilating and Accessing Body Lumens	Huang, Alexander L. Behl, Robert S.	11/256562 10/20/2005		Pending Published  Foreign Filing Deadline: 10/20/2006 **Completed** Resp-1 mo. Restriction Requirement: 10/04/2008 **Completed**
Systems and Methods for Stent Delivery	Jaker, Marc Nelson, Mark	11/367084 03/03/2006		Pending Published
Aseptic Access Port				Not yet filed
Method and Apparatus for Aseptic Percutaneous Access				Not yet filed
Apparatus and Methods for Filtering or Occluding Vascular Lumens				Not yet filed
Vascular Sheaths and Methods for their Deployment	Danek, Christopher Behl, Robert S. Rasor, Julia S.	60/821002 08/01/2006		Inactive Expired
Vascular Sheaths and Methods for their Deployment	Danek, Christopher Behl, Robert S. Rasor, Julia S.	PCT/US2007/074870 07/31/2007		Pending Published  Int'l Filing Deadline (Final): 08/01/2007 **Completed** Chapter 2 Demand (Due): 03/01/2008 **Completed** Response to Written Opinion (Optional): 11/22/2008 Chapter 2 National Phase Deadline: 02/01/2009
Vascular Sheaths and Methods for Their Deployment	Danek, Christopher Behl, Robert S. Rasor, Julia S.	11/777768 07/13/2007		Pending Published  Resp-1 mo. Restriction Requirement: 09/08/2008 **Completed**
Protective Skirt for Access Cannula				Not yet filed
Catheter With Adjustable Column Stability and Methods for Its Use	Huang, Alexander L. Desai, Rupesh	PCT/US07/82889 10/29/2007		Pending Published  Int'l Filing Deadline (Final): 11/01/2007 **Completed** Chapter 2 Demand (Due): 06/01/2008 **Completed** Response to Written Opinion (Optional): 09/01/2008 Chapter 2 National Phase Deadline: 05/01/2009

Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
Catheter With Adjustable Column Stability and Methods for Its Use	Huang, Alexander L. Desai, Rupesh	11/555643 11/01/2006		Pending Published  Foreign Filing Deadline: 11/01/2007 **Completed**
Method and System for Performing Continuous Flow Endoscopy	Prestezog, Anna Hodor, Jennifer	60/884340 02/27/2007		Inactive Expired
Method and System for Performing Continuous Flow Endoscopy	Prestezog, Anna Hodor, Jennifer	12/037311 02/26/2008		Pending
Apparatus for Occluding Body Lumens	Desai, Rupesh Huang, Alexander L. Yee, Steven	11/777522 07/13/2007		Pending  Foreign Filing Deadline: 07/13/2008 **Completed**
Apparatus for Occluding Body Lumens	Desai, Rupesh Huang, Alexander L. Yee, Steven	PCT/US2008/06 9482 07/09/2008		Pending  Int'l Filing Deadline (Final): 07/13/2008 **Completed** Chapter 2 Demand (Due): 02/13/2009 Response to Written Opinion (Optional): 05/13/2009 Chapter 2 National Phase Deadline: 01/13/2010
Apparatus for Occluding Body Lumens	Desai, Rupesh Huang, Alexander L. Yee, Steven Hodor, Jennifer	12/041241 03/03/2008		Pending  Foreign Filing Deadline: 03/03/2009
Systems and Methods for Stone Removal	Desai, Rupesh Yee, Steven	61/053742 05/16/2008		Pending  Foreign Filing Deadline: 05/16/2009
Method and System for Facilitating Lithotripsy				Not yet filed



**EXHIBIT "C"****Trademarks**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>CLASS(ES)</b>	<b>APPL. NO FILING DATE</b>	<b>REG NO. ISSUE DATE</b>	<b>STATUS AND REMARKS</b>
ACCORDION	US	10	78/517127 11/15/2004		Inactive (Abandoned)
CYSTOGLIDE	US	10	78/850552 03/30/2006	3332365 11/06/2007	Registered Next Due Date: Section 8 & 15 Open 11/06/2012
INNOVATIONS IN UROLOGY	US	10	77/248896 08/07/2007	3503801 09/23/2008	Registered Next Due Date: Section 8 & 15 Open 09/23/2013
IT'S ABOUT TIME	US	10	77/248929 08/07/2007	3503802 09/23/2008	Registered Next Due Date: Section 8 & 15 Open 09/23/2013
MICROVERTER	US	10	78/517116 11/15/2004		Inactive (Abandoned)
PERCSYS (Stylized)	US	10	78/559190 02/02/2005	3113073 07/04/2006	Registered Next Due Date: Section 8 & 15 Open 07/04/2011
PERCSYS ACCORDION	US	10	78/779632 12/22/2005	3244086 05/22/2007	Registered Next Due Date: Section 8 & 15 Open 05/22/2012
TRANSFORMER	US	10	78/931840 07/18/2006		Inactive (Abandoned)
TRANSFORMER	US	10	78/517121 11/15/2004		Inactive (Abandoned)
VIASHIELD	US	10	78/751717 11/10/2005		Inactive (Abandoned)