## PATENT ASSIGNMENT

### SUBMISSION TYPE:
NEW ASSIGNMENT

### NATURE OF CONVEYANCE:
SECURITY AGREEMENT

### CONVEYING PARTY DATA

<table>
<thead>
<tr>
<th>Name</th>
<th>Execution Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MitralSolutions, Inc.</td>
<td>06/18/2009</td>
</tr>
</tbody>
</table>

### RECEIVING PARTY DATA

#### 1st Party
- **Name:** Healthcare Capital Partners, LLC
- **Street Address:** 6065 Roswell Road, NE, Suite 800
- **City:** Atlanta
- **State/Country:** GEORGIA
- **Postal Code:** 30328

#### 2nd Party
- **Name:** CHP II, L.P.
- **Street Address:** 600 Alexander Park, Suite 204
- **Internal Address:** c/o Cardinal Partners
- **City:** Princeton
- **State/Country:** NEW JERSEY
- **Postal Code:** 08540

#### 3rd Party
- **Name:** Maverick Fund II, Ltd.
- **Street Address:** 300 Crescent Ct., 18th Fl.
- **Internal Address:** c/o Maverick Capital, Ltd.
- **City:** Dallas
- **State/Country:** TEXAS
- **Postal Code:** 75201

#### 4th Party
- **Name:** Maverick USA Private Investments, LLC
- **Street Address:** 300 Screscent Ct., 18th Fl.
- **Internal Address:** c/o Maverick Capital, Ltd.
- **City:** Dallas
- **State/Country:** TEXAS
- **Postal Code:** 75201
<table>
<thead>
<tr>
<th>Property Type</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Number:</td>
<td>60406841</td>
</tr>
<tr>
<td>Application Number:</td>
<td>60444005</td>
</tr>
<tr>
<td>Application Number:</td>
<td>60447383</td>
</tr>
<tr>
<td>Application Number:</td>
<td>60462435</td>
</tr>
<tr>
<td>Patent Number:</td>
<td>7297150</td>
</tr>
<tr>
<td>Patent Number:</td>
<td>7445690</td>
</tr>
<tr>
<td>Patent Number:</td>
<td>7175660</td>
</tr>
<tr>
<td>Application Number:</td>
<td>60567320</td>
</tr>
<tr>
<td>Application Number:</td>
<td>60665296</td>
</tr>
<tr>
<td>Application Number:</td>
<td>60688202</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11390984</td>
</tr>
<tr>
<td>Application Number:</td>
<td>60878068</td>
</tr>
<tr>
<td>Application Number:</td>
<td>60888214</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12026624</td>
</tr>
<tr>
<td>Application Number:</td>
<td>60801861</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11802264</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11499139</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11878784</td>
</tr>
<tr>
<td>Application Number:</td>
<td>60981056</td>
</tr>
<tr>
<td>Application Number:</td>
<td>60980927</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12013086</td>
</tr>
<tr>
<td>Application Number:</td>
<td>61084446</td>
</tr>
<tr>
<td>Application Number:</td>
<td>61106790</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12350700</td>
</tr>
<tr>
<td>Application Number:</td>
<td>61146560</td>
</tr>
<tr>
<td>Application Number:</td>
<td>61157649</td>
</tr>
<tr>
<td>---------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Application Number:</td>
<td>61146569</td>
</tr>
<tr>
<td>Application Number:</td>
<td>61151061</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11587765</td>
</tr>
<tr>
<td>PCT Number:</td>
<td>US0327268</td>
</tr>
<tr>
<td>PCT Number:</td>
<td>US0327278</td>
</tr>
<tr>
<td>PCT Number:</td>
<td>US0515323</td>
</tr>
<tr>
<td>PCT Number:</td>
<td>US0611275</td>
</tr>
<tr>
<td>PCT Number:</td>
<td>US0800014</td>
</tr>
<tr>
<td>PCT Number:</td>
<td>US0853084</td>
</tr>
<tr>
<td>PCT Number:</td>
<td>US0711961</td>
</tr>
<tr>
<td>PCT Number:</td>
<td>US0880522</td>
</tr>
</tbody>
</table>

**CORRESPONDENCE DATA**

Fax Number: (202)637-5910  
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.  
Phone: (202) 637-5703  
Email: dcptopatent@hhlaw.com  
Correspondent Name: Celine Jimenez Crowson  
Address Line 1: 555 Thirteenth Street, NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

**ATTORNEY DOCKET NUMBER:** 28099-0001

**NAME OF SUBMITTER:** Celine Jimenez Crowson

Total Attachments: 10
source=securityagree#page1.tif  
source=securityagree#page2.tif  
source=securityagree#page3.tif  
source=securityagree#page4.tif  
source=securityagree#page5.tif  
source=securityagree#page6.tif  
source=securityagree#page7.tif  
source=securityagree#page8.tif  
source=securityagree#page9.tif  
source=securityagree#page10.tif
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of June 18, 2009, is made by MitralSolutions, Inc. (the "Grantor"), in favor of the secured parties listed in the signature pages hereto (each a "Secured Party" and, collectively, the "Secured Parties").

Witnesseth:

WHEREAS, the Grantor and the Secured Parties have entered into that certain Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement");

WHEREAS, under the terms of the Agreement, the Grantor has granted to each Secured Party a security interest in certain intellectual property of the Grantor, and Grantor and the Secured Parties have agreed as a condition to such Agreement to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows

SECTION 1. Grant of Security Interest in Collateral IP. The Grantor, as collateral security for the full, prompt and complete payment and performance when due of the "Secured Obligations" referenced in the Agreement, hereby mortgages, pledges and hypothecates to the Secured Party, and grants to the Secured Party a lien on, and security interest in, all of its right, title and interest in the intellectual property set forth in Schedule A hereto (the "Collateral IP").

SECTION 2. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral IP are more fully set forth in the Agreement.
SECTION 5. **Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to any conflicts of laws principles.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MitralSolutions, Inc.

By: [Signature]
Name: James L. Greene
Title: CEO

ACCEPTED AND AGREED:

SECURED PARTIES:

Healthcare Capital Partners, LLC

By: [Signature]
Bruce C. Bishop
Managing Partner

CHP II, L.P.

By: CHP II Management, LLC,
Its General Partner

By: [Signature]
Lisa Skeete Tatum
Managing Member

Signature Page to IP Security Agreement
IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MitralSolutions, Inc.

By: ________________
Name: James L. Greene
Title: CEO

ACCEPTED AND AGREED:

SECURED PARTIES:

Healthcare Capital Partners, LLC

By: Healthcare Capital Partners, LLC
By: Bruce C. Bishop
Bruce C. Bishop
Managing Partner

CHP II, L.P.

By: CHP II Management, LLC,
Its General Partner

By: Lisa Skeete Tatum
Lisa Skeete Tatum
Managing Member
MAVERICK FUND II, LTD.

By: Maverick Capital, Ltd., its investment advisor

By: [Signature]
Ginesa Avila
Assistant General Counsel

MAVERICK FUND PRIVATE INVESTMENTS, LTD.


By: [Signature]
Ginesa Avila
Assistant General Counsel

MAVERICK USA PRIVATE INVESTMENTS, LLC.


By: [Signature]
Ginesa Avila
Assistant General Counsel
SCHEDULE A

Patents and Patent Applications:


9. "Implantable Devices for Controlling the Internal Circumference of an Anatomic Orifice or Lumen" filed on August 29, 2003 under International Patent Application Serial No. PCT/US03/27278 1. PCT/US03/27278 has entered the National Phase in the following countries (with application numbers provided):

Schedule A
Page 1 of 5

A/73067062.2
China No. 3823518.8  
Europe No. 3791977.6  
India No. 469/KOLNP/2005 (Issued as Pat. No. 220271)  
Israel No. 167133  
Japan No. 2004-531996 (Notice of Allowance received)  
South Korea No. 10-2005-7003553  
Mexico No. PA/a/2005/002284 (Issued as Pat. No. 266419)  
Singapore No. 2005 01206-7 (Issued as Pat. No. 110663)


13. "Methods and Devices for Modulation of Heart Valve Function," filed on April 29, 2005 under International patent application PCT/US2005/015323 - entered the National Phase in the following countries:

Japan No. 2007-511095  
Europe No. 05745261.7  
United States No. 11/587,765


15. "Methods and Apparatus for Controlling the Internal Circumference of an Anatomic Orifice or Lumen" filed on March 27, 2006 under International Patent Application Serial No. PCT/US2006/011275 - entered the National Phase in the following countries:

Japan No. 2008-503294  
Europe No. 06748801.5  
Australia No. 2006230162  
Hong Kong No. 08105938.6


23. “Implantable Devices for Controlling the Size and Shape of an Anatomic Structure or Lumen,” filed on May 21, 2007 under International Patent Application No. PCT/US07/11961 - entered the National Phase in the following countries:

   Australia No. 2007254172
   Canada No. 2654359
   Europe No. 07795051.7
   Japan No. 2009-512057
   Mexico No. MX/A/2008/014769


<table>
<thead>
<tr>
<th>Mark</th>
<th>Ser. No.</th>
<th>Filing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MITRALSOLUTIONS</td>
<td>77/366,736</td>
<td>Jan. 8, 2008</td>
</tr>
</tbody>
</table>