

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
Invatec, S.p.A.	01/06/2010

RECEIVING PARTY DATA

Name:	Medtronic, Inc.
Street Address:	710 Medtronic Parkway N.E.
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55432

PROPERTY NUMBERS Total: 60

Property Type	Number
PCT Number:	IB9701586
Patent Number:	6322560
Patent Number:	5971990
Patent Number:	6007545
Patent Number:	6635029
Application Number:	10626076
Patent Number:	7083594
Patent Number:	7384412
PCT Number:	IT0000301
Patent Number:	6623481
PCT Number:	IT0300086
Application Number:	10502800
PCT Number:	IT0300777
PCT Number:	IT0200813
Application Number:	10538913

CH \$2400.00 IB9701586

Application Number:	11931302
Patent Number:	6652519
PCT Number:	IT0400248
Application Number:	11568670
PCT Number:	IT0400249
Application Number:	11568468
PCT Number:	IT0400250
Application Number:	11568430
PCT Number:	IB0301531
Application Number:	10553973
PCT Number:	IB0304584
Application Number:	10478161
PCT Number:	IT0400520
Application Number:	11575950
PCT Number:	IT0500436
Patent Number:	6746477
Application Number:	11745877
Patent Number:	D581054
PCT Number:	IT0500633
Application Number:	12067948
PCT Number:	IT0600086
PCT Number:	IT0600355
PCT Number:	IT0700816
PCT Number:	IT0800769
PCT Number:	IT0800768
PCT Number:	IT0800806
PCT Number:	EP9909295
Patent Number:	5626603
Application Number:	10601545
Patent Number:	6595953
Patent Number:	4973493
Patent Number:	4979959
Patent Number:	5002582
Patent Number:	5217492
Patent Number:	5258041

Patent Number:	5263992
Patent Number:	5414075
Patent Number:	5512329
Patent Number:	5563056
Patent Number:	5637460
Patent Number:	5714360
Application Number:	12159649
Application Number:	12300475
PCT Number:	IB0301958
PCT Number:	IB0305003

CORRESPONDENCE DATA

Fax Number: (949)253-0902
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Louis C. Cullman
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Address Line 4: Irvine, CALIFORNIA 92614-7319

ATTORNEY DOCKET NUMBER:	1951288.00308
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NAME OF SUBMITTER:	Louis C. Cullman
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Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is dated as of January 6, 2010, by and between INVATEC, S.p.A., an Italian company ("Guarantor"), and MEDTRONIC, INC., a Minnesota corporation (the "Secured Party").

AGREEMENTS:

WHEREAS, in order to induce Secured Party to loan money to Invatec, Inc., a Delaware corporation ("Borrower") pursuant to a Line of Credit Note dated as of December 24, 2009 (the "Note"), Guarantor is entering into (i) a Guaranty Agreement dated as of December 24, 2009 (the "Guaranty") in favor of Secured Party and (ii) this Agreement to secure Guarantor's obligations under the Guaranty.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security Interest and Collateral.** In order to secure payment and performance of each and every debt, liability and obligation of Guarantor pursuant to the Guaranty or any amendments, extensions, renewals or replacements thereof (all such debts, liabilities and obligations are herein collectively referred to as the "Obligations"), Guarantor hereby grants Secured Party a security interest (the "Security Interest"), with power of sale, in all of the intellectual property of Guarantor, whether now owned or hereafter acquired and wherever located, and all proceeds thereof (collectively, the "Collateral"), including but not limited to the intellectual property described in Exhibit A and the following, whether now owned or hereafter acquired and wherever located:

(a) **Patents.** (i) All patents and patent applications on Schedule 1 of Exhibit A hereto, (ii) all provisionals, reissues, divisions, continuations, renewals, extensions, continuations-in-part thereof, (iii) any patent application that, directly or indirectly, claims priority to any of the patents or applications in (i) or (ii), and any patents issuing from any such patent applications, (iv) any patent application from which, directly or indirectly, any of the patents or applications in (i) or (ii) claim priority, and any patents issuing from any such patent applications, (v) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (vi) all rights to sue for past, present or future infringements thereof, and (vii) all rights corresponding thereto throughout the world (all such items described in subparagraphs (i) through (vii) of this subsection (a) being hereafter referred to collectively as the "Patents"), and (viii) all license agreements with any party in connection with any Patents or such other party's patents and patent applications, whether Guarantor is a licensor or a licensee under such license agreement, including but not limited to, the license agreements listed on Schedule 2 of Exhibit A, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Secured Party's rights (all of the

foregoing described in subparagraph (viii) being hereafter referred to collectively as the "Patent Licenses";

(b)-(e) Redacted

2. **Representations, Warranties and Agreements.** Guarantor represents, warrants and agrees that:

(a) To the knowledge of Guarantor, the Patents, Patent Licenses, Redacted Schedules 1, Redacted, constitute all of the patents, registered patents Redacted now owned by Guarantor. If Guarantor shall (i) register or apply for any new patents, Redacted (ii) become entitled to the benefit of any registered patent, Redacted, or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, or (iii) Redacted then the provisions of Section 1 above shall automatically apply thereto and Guarantor shall give to Secured Party prompt written notice thereof. Guarantor hereby authorizes Secured Party to modify this Agreement by amending Schedule 1, Redacted, as applicable, to include any future patents, patent applications, Redacted licenses Redacted that are Patents, Patent License, Redacted as applicable, under Section 1 above.

(b) Guarantor has (or will have at the time Guarantor acquires rights in Collateral hereafter arising) good and marketable title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest and except for (i) statutory liens for taxes not yet due or delinquent (or which may be paid without interest or penalties) or which are being contested in good faith and for which appropriate provision has been made, and (ii) mechanics', carriers', workers', repairers' and other similar liens arising or incurred in the ordinary course of business relating to obligations as to which there is no default on the part of Guarantor (such liens described in clauses (i) and (ii) referred to as "Permitted Encumbrances"). Guarantor will keep all Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Encumbrances, and will defend the Collateral against all claims or demands of all persons other than Secured Party. For the avoidance of doubt, this subsection (b) shall not require the Guarantor to pursue third party infringers of any Patents.

(c) Guarantor will not, without Secured Party's prior written consent, sell any of the Collateral or enter into any agreement which is inconsistent with Guarantor's obligations or Secured Party's rights under this Agreement. Guarantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity of the Collateral or enforcement of Secured Party's rights in the Collateral. For the avoidance of doubt, this subsection (c) shall not prohibit Guarantor, in the ordinary course of Guarantor's business consistent with past practice, from granting a non-exclusive license to a third party supplier to enable such third party to make and sell products.

(d)-(e) Redacted

(f) [INTENTIONALLY OMITTED]

(g)-(k) Redacted

3. **Royalties.** Redacted

4. **Events of Default.** The occurrence of any of the following shall, at the option of Secured Party, be an Event of Default:

Redacted

5. **Remedies upon Event of Default; Power of Attorney.** Redacted

6. **Secured Party's Right to Sue.** Redacted

7. **Miscellaneous.** Redacted

8. **Governing Law.** Redacted

9. **Consent to Jurisdiction; Waiver.** Redacted

[The signature pages follow]

IN WITNESS WHEREOF, each of the parties has executed this Intellectual Property Security Agreement as of the day and year first above written.

INVATEC, S.p.A.

Redacted

[The signatures continue on next page]

MEDTRONIC, INC.

Redacted

[Signature page to Intellectual Property Security Agreement]