

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                    |
|------------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT     |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY AGREEMENT |

**CONVEYING PARTY DATA**

| Name           | Execution Date |
|----------------|----------------|
| Cappella, Inc. | 10/26/2010     |

**RECEIVING PARTY DATA**

|                        |   |
|------------------------|---|
| <b>Name:</b>           | Kreos Capital III (UK) Limited, as a Lender and Agent |
| <b>Street Address:</b> | 25-28 Old Burlington Street                           |
| <b>City:</b>           | London  |
| <b>State/Country:</b>  | UNITED KINGDOM  |
| <b>Postal Code:</b>    | WIS 3AN   |

|                          |                                  |
|--------------------------|----------------------------------|
| <b>Name:</b>             | Silicon Valley Bank, as a Lender |
| <b>Street Address:</b>   | 275 Grove Street                 |
| <b>Internal Address:</b> | Suite 2-200                      |
| <b>City:</b>             | Newton                           |
| <b>State/Country:</b>    | MASSACHUSETTS                    |
| <b>Postal Code:</b>      | 02466                            |

**PROPERTY NUMBERS Total: 17**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 11457621 |
| Application Number: | 11929958 |
| Application Number: | 11930634 |
| Application Number: | 11766198 |
| Application Number: | 11832002 |
| Application Number: | 11839571 |
| Application Number: | 11532362 |
| Application Number: | 11867483 |
| Application Number: | 11252224 |

CH \$680.00 11457621

|                     |           |
|---------------------|-----------|
| Application Number: | 12102162  |
| Application Number: | 61320690  |
| PCT Number:         | US0627375 |
| PCT Number:         | US0871937 |
| PCT Number:         | US0636257 |
| PCT Number:         | US0867898 |
| PCT Number:         | US0878908 |
| PCT Number:         | US0940421 |

**CORRESPONDENCE DATA**

Fax Number: (703)519-1821  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-415-1555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 1725 Duke Street  
Address Line 2: Suite 530  
Address Line 4: Alexandria, VIRGINIA 22314

**ATTORNEY DOCKET NUMBER:**

1010806

**NAME OF SUBMITTER:**

Christopher E. Kondracki

**Total Attachments: 12**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 26, 2010 by and among (a) **KREOS CAPITAL III (UK) LIMITED**, a company incorporated in England and Wales under number 5981165 with its registered address at 25-28 Old Burlington Street, London W1S 3AN, England ("Kreos"), as agent ("Agent") and **SILICON VALLEY BANK**, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("SVB") (Kreos and SVB are, individually "Lender", and collectively, "Lenders") and (b) **CAPPELLA, INC.**, a Delaware corporation, with its principal place of business at 41 Magnolia Drive, Westford, Massachusetts 01886 ("Grantor").

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to **CAPPELLA MEDICAL DEVICES LIMITED**, a company organized under the laws of Ireland under registered number 403125 ("Borrower") (the "Loans") in the amounts and manner set forth in that certain Agreement For The Provision Of A Loan Facility Of Up To €2,500,000 by and among Lenders and Borrower dated as of October 26, 2010. Grantor has guaranteed the full and punctual payment of all such loans and credit accommodations pursuant to a certain Unconditional Guaranty dated as of October 26, 2010 (the "Guaranty"), which guaranty is secured by the assets and property of Grantor pursuant to a certain Security Agreement dated as of October 26, 2010 (as the same may be amended, modified, restated, replaced, or supplemented from time to time, the "Security Agreement"; capitalized terms used but not defined herein are used as defined in the Security Agreement). Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, and each Lender, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Guaranty.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Agent, for the ratable benefit of Lenders, and each Lender, 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 Guaranty, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Guaranty, Grantor grants and pledges to Agent, for the ratable benefit of Lenders, and to each Lender, 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:

1. 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");

2. 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;

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

4. 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");

5. 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");

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

7. 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;

8. All of Grantor's rights under licenses or other rights of Grantor to use any of the Copyrights, Patents, Trademarks, or Mask Works and all of Grantor's rights to receive license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of Lenders, and to each Lender, under the Security Agreement. The rights and remedies of Agent and Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the Guaranty, and those which are now or hereafter available to Agent and each Lender as a matter of law or equity. Each right, power and remedy of Agent and each Lender provided for herein or in the Guaranty and/or the Security Agreement, 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 Agent and/or Lenders of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement and/or the Guaranty, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent and/or Lenders, of any or all other rights, powers or remedies.

[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:

41 Magnolia Drive  
Westford, Massachusetts 01886

Attn: \_\_\_\_\_

Address of Kreos:

25-28 Old Burlington Street  
London W1S 3AN, England

Attn: \_\_\_\_\_

Address of SVB:

3003 Tasman Drive  
Santa Clara, California 95054

Attn: Mr. Tim Hardin

GRANTOR:

CAPPELLA, INC.

By: 

Title: CHIEF FINANCIAL OFFICER

LENDERS:

KREOS CAPITAL III (UK) LIMITED, as a  
Lender and Agent

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

Title: \_\_\_\_\_

SILICON VALLEY BANK, as a Lender

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

Title: \_\_\_\_\_

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.

GRANTOR:

Address of Grantor:

CAPPELLA, INC.

41 Magnolia Drive  
Westford, Massachusetts 01886

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

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

LENDERS:

Address of Kreos:

KREOS CAPITAL III (UK) LIMITED, as a  
Lender and Agent

25-28 Old Burlington Street  
London W1S 3AN, England

By: LUCA COLCITTO

Title: DIRECTOR

Attn: \_\_\_\_\_

Address of SVB:

SILICON VALLEY BANK, as a Lender

3003 Tasman Drive  
Santa Clara, California 95054

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

Title: \_\_\_\_\_

Attn: Mr. Tim Hardin

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.

GRANTOR:

Address of Grantor:

CAPPELLA, INC.

41 Magnolia Drive  
Westford, Massachusetts 01886

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

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

LENDERS:

Address of Kreos:

KREOS CAPITAL III (UK) LIMITED, as a  
Lender and Agent

25-28 Old Burlington Street  
London W1S 3AN, England

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

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

Address of SVB:

SILICON VALLEY BANK, as a Lender

3003 Tasman Drive  
Santa Clara, California 95054

By: Kate Gould

Title: VV

Attn: Mr. Tim Hardin

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



**EXHIBIT B****Patents**

| <b>Title</b>  | <b>Country</b>             | <b>Application No./Date</b>        | <b>Publication No./Date</b>             |
|---|----------------------------|------------------------------------|---|
| Delivery System and Method of Use for Deployment of Self-Expandable Vascular Device | EPO                        | 06787303.4<br>July 14, 2006        | 1909709<br>April 16, 2008               |
| Delivery System and Method of Use for Deployment of Self-Expandable Vascular Device | India                      | 467/DELNP/2008<br>January 17, 2008 | N/A<br>August 15, 2008                  |
| Delivery System and Method of Use for Deployment of Self-Expandable Vascular Device | Patent Cooperation Treaty  | PCT/US06/027375<br>July 14, 2006   | WO 2007/011730<br>January 25, 2007      |
| Delivery System and Method of Use for Deployment of Self-Expandable Vascular Device | United States of America   | 11/457,621<br>July 14, 2006        | US-2007-0016280-A1<br>January 18, 2007  |
| Delivery System with Profiled Sheath  | United States of America   | 11/929,958<br>October 30, 2007     | N/A                                     |
| Delivery System with Profiled Sheath Having Balloon-Oriented Position               | United States of America   | 11/930,634<br>October 31, 2007     | US-2009-0112159-A1<br>April 30, 2009    |
| Device Delivery System with Balloon-Relative Sheath Positioning                     | United States of America   | 11/766,198<br>June 21, 2007        | US-2008-0319388-A1<br>December 25, 2008 |
| Device Delivery System with Two Stage Withdrawal                                    | China (People's Republic)  | 200880102228.4<br>August 1, 2008   | N/A                                     |
| Device Delivery System with Two Stage Withdrawal                                    | European Patent Convention | 08836640.6<br>August 1, 2008       | 2190387<br>June 2, 2010                 |

|   |                            |                                       |  |
|---|----------------------------|---------------------------------------|--|
| Device Delivery System with Two Stage Withdrawal                            | India                      | 1150/DELNP/2010<br>August 1, 2008     | N/A<br>August 27, 2010                 |
| Device Delivery System with Two Stage Withdrawal                            | Japan                      | 2010-519242                           | N/A                                    |
| Device Delivery System with Two Stage Withdrawal                            | Patent Cooperation Treaty  | PCT/US08/071937<br>August 1, 2008     | WO 2009/045623<br>April 9, 2009        |
| Device Delivery System with Two Stage Withdrawal                            | United States of America   | 11/832,002<br>August 1, 2007          | US-2009-0036966-A1<br>February 5, 2009 |
|   |                            |                                       |  |
| Drug Eluting Medical Device Using Polymetric Therapeutics with Patterned    | United States of America   | 11/839,571<br>August 16, 2007         | US-2008-0171129<br>July 17, 2008       |
|   |                            |                                       |  |
| Intraluminal Device with Asymmetric Cap Portion                             | Patent Cooperation Treaty  | PCT/US06/036257<br>September 15, 2006 | WO 2007/035619<br>March 29, 2007       |
| Intraluminal Device with Asymmetric Cap Portion                             | United States of America   | 11/532,362<br>September 15, 2006      | US-2007-0088428-A1<br>April 19, 1007   |
|   |                            |                                       |  |
| Medical Device Delivery System with Sheath Having Balloon-Relative Position | European Patent Convention | 08771745.0<br>June 23, 2008           | 2170230<br>April 7, 2010               |
| Medical Device Delivery System with Sheath Having Balloon-Relative Position | India                      | 99/DELNP/2010<br>June 23, 2008        | N/A<br>August 6, 2010                  |
| Medical Device Delivery System with Sheath Having Balloon-Relative Position | Israel                     | 202838<br>December 20, 2009           | N/A                                    |
| Medical Device Delivery System with Sheath Having Balloon-Relative Position | Japan                      | 2010-513484<br>June 23, 2008          | 2010-530792<br>September 16, 2010      |
| Medical Device Delivery System with Sheath Having Balloon-Relative Position | Patent Cooperation Treaty  | PCT/US08/067898<br>June 23, 2008      | WO 2008/157830<br>December 24, 2008    |
|   |                            |                                       |  |
| Medical Device with Curved Struts   | China (People's Republic)  | 200880111507.7<br>October 6, 2008     | N/A                                    |
| Medical Device with Curved Struts   | European Patent Convention | 08835201.8<br>October 6, 2008         | N/A                                    |

|  |                                 |                                    |  |
|--|---------------------------------|------------------------------------|--|
| Medical Device with Curved Struts  | India                           | New Application<br>October 6, 2008 | N/A  |
| Medical Device with Curved Struts  | Japan                           | 2010-528203<br>October 6, 2008     | N/A  |
| Medical Device with Curved Struts  | Patent<br>Cooperation<br>Treaty | PCT/US08/078908<br>October 6, 2008 | WO 2009/046406<br>April 9, 2009            |
| Medical Device with Curved Struts  | United<br>States of<br>America  | 11/867,483<br>October 4, 2007      | US-2009-<br>0093869-A1<br>April 9, 2009    |
|  |                                 |                                    |  |
| Segmented Ostial Protection<br>Device                                    | United<br>States of<br>America  | 11/252,224<br>October 17, 2005     | US-2007-<br>0061003-A1<br>March 15, 2007   |
|  |                                 |                                    |  |
| Sheath with Radio-Opaque<br>Markers for Identifying Split<br>Propagation | Patent<br>Cooperation<br>Treaty | PCT/US09/040421<br>April 14, 2009  | WO 2009/129199<br>October 22, 2009         |
| Sheath with Radio-Opaque<br>Markers for Identifying Split<br>Propagation | United<br>States of<br>America  | 12/102,162<br>April 14, 2008       | US-2009-<br>0259286-A1<br>October 15, 2009 |
|  |                                 |                                    |  |
| Systems and Methods for<br>Delivering a Stent to a Body<br>Lumen         | United<br>States of<br>America  | 61/320,690<br>April 2, 2010        | N/A  |



**EXHIBIT C**

**Trademarks**

| <b>Trademark</b> | <b>Country</b>         | <b>Registration No.</b> | <b>Registration Date</b> |
|------------------|------------------------|-------------------------|--------------------------|
| <b>SIDEGUARD</b> | <b>Australia</b>       | <b>910455</b>           | <b>April 28, 2006</b>    |
| <b>SIDEGUARD</b> | <b>Madrid Protocol</b> | <b>910455</b>           | <b>April 28, 2006</b>    |
| <b>SIDEGUARD</b> | <b>Japan</b>           | <b>910455</b>           | <b>April 28, 2006</b>    |
| <b>SIDEGUARD</b> | <b>U.S.</b>            | <b>3,681,549</b>        | <b>September 8, 2009</b> |

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

1238221.3