

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

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

RECORDATION FORM COVER SHEET 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)

Halt Medical, Inc.

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

2. Name and address of receiving party(ies)

Name: Broadband Capital Management, LLC

Internal Address: _____

Street Address: 712 5th Avenue

City: New York

State: NY

Country: US Zip: 10019

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

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

Execution Date(s) June 27, 2011

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

11/033,351

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Pedro F. Suarez

Internal Address: _____

Street Address: 3580 Carmel Mountain Road, Suite 300

City: San Diego

State: CA Zip: 92130

Phone Number: (858) 314-1500

Fax Number: (858) 314-1501

Email Address: pfsuarez@mintz.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

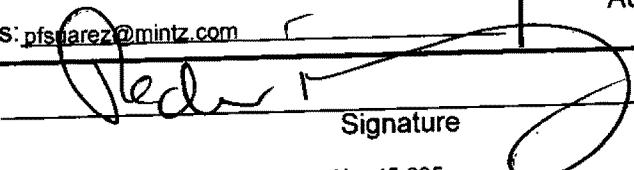
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-0311

Authorized User Name Pedro F. Suarez

9. Signature:



Signature

June 28, 2011

Date

Pedro F. Suarez, Reg. No. 45,895

Name of Person Signing

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

9

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

CH \$40.00 500311 11033351

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "*Agreement*") is entered into as of June 27, 2011 by and between, Halt Medical, Inc., a Delaware corporation having a principal place of business at 131 Sand Creek Road, Suite B, Brentwood, CA 94513 (the "*Company*"), and Broadband Capital Management LLC, as agent for and on behalf of the Purchasers (as defined below) (the "*Agent*", which term shall include any successor Agent appointed in accordance with the terms of the Security Agreement (as defined below)).

WHEREAS, the Company has entered into a Securities Purchase Agreement, dated as of the date hereof and as may be amended from time to time (the "*Securities Purchase Agreement*"), with those purchasers listed or from time to time to be listed on the Schedule of Purchasers thereto (the "*Purchasers*"), and the Company, the Purchasers and the Agent have entered into a Security Agreement dated as of the date hereof and as may be amended from time to time (the "*Security Agreement*");

WHEREAS, the Purchasers have purchased or will purchase from the Company certain senior secured convertible promissory notes (the "*Notes*") pursuant to the provisions of the Securities Purchase Agreement; and

WHEREAS, it is a condition to the obligation of the Purchasers to purchase the Notes that the Company shall have executed and delivered this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to purchase the Notes and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby agrees with the Agent, for the benefit of and on behalf of the Purchasers, as follows:

1. Defined Terms. All capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Security Agreement.

2. Grant of Security Interest. To secure the Company's prompt, punctual, and faithful performance of all and each of the Company's Obligations (whether at the stated maturity, by acceleration or otherwise) to the Purchasers, the Company hereby grants to the Agent for the benefit of the Purchasers a continuing security interest in and to all its now owned and existing or hereafter created or acquired Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on **Exhibits A, B and C** hereto) that may have been or may hereafter be granted in the United States of America or foreign countries, and all reissues, divisions, reexaminations, continuations, renewals, extensions, and continuations-in-part thereof and all improvements made thereon, together with all rights to bring actions for past, present, and future infringements, misappropriation, dilution, violation or other impairment and all rights corresponding thereto, and all products and proceeds of any of the foregoing (including without limitation license royalties and products and proceeds of infringement suits). Notwithstanding anything to the contrary contained in this Agreement, (i) the Purchasers shall share Ratably in all proceeds from or distributions of or with respect to the Collateral and (ii) the execution of this Agreement by the Agent shall not affect any of the rights and remedies granted

to the Purchasers in the Security Agreement. The Company acknowledges and affirms that the rights and remedies of the Agent and the Purchasers with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Company Representation. The Company represents and warrants that **Exhibits A, B, and C** attached hereto set forth any and all intellectual property rights in connection to which the Company has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. If the Company shall purchase, register or otherwise acquire rights to any new Intellectual Property, the provisions of Section 2 hereof shall automatically apply thereto and the Company shall take any other action reasonably necessary to record the Purchasers' interest in such Intellectual Property with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

4. Remedies. If there occurs an Event of Default, the Agent on behalf of the Purchasers shall be entitled to exercise any and all remedies available to the Purchasers under the Security Agreement for the benefit of all Purchasers only upon the written consent or authorization of the Requisite Holders.

5. Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing and shall be given as provided in Section 20 of the Security Agreement.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7. Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

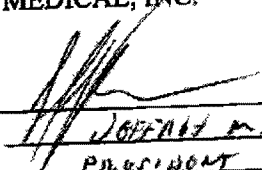
8. Governing Law. This Agreement shall be governed by and construed in accordance with the law of New York without giving effect to the conflicts of law principles thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company and the Agent have caused this Agreement to be executed as an instrument under seal as of the date first above written.

COMPANY:

HALT MEDICAL, INC.

By: 
Name: JOSEPH M. CONAN
Title: PRESIDENT + COO

AGENT:

By: _____

[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the Company and the Agent have caused this Agreement to be executed as an instrument under seal as of the date first above written.

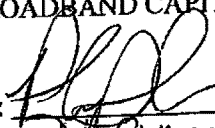
COMPANY:

HALT MEDICAL, INC.

By: _____
Name: _____
Title: _____

AGENT:

BROADBAND CAPITAL MANAGEMENT, LLC

By:  _____
Name: *Phil Rosenbaum* _____
Title: *Gen. Chairman* _____

[Signature Page to IP Security Agreement]

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

PATENTS AND PATENT APPLICATIONS

U.S. and Foreign Patents

Country	Patent/ Application No.	Title	Status
Australia	2006205199	Gynecological Ablation Procedure and System	Pending
Brazil	PI0606386-1	Gynecological Ablation Procedure and System	Pending
Canada	2,418,896	Gynecological Ablation Procedure and System Using An Ablation Needle	Issued
Canada	2,593,988	Gynecological Ablation Procedure and System	Pending
China	200680004983X	Gynecological Ablation Procedure and System	Pending
EPO- European Convent	01959672.5	Gynecological Ablation Procedure and System Using An Ablation Needle	Pending
Israel	184446	Gynecological Ablation Procedure and System	Pending
India	5505/DELN/2007	Gynecological Ablation Procedure and System	Pending
Japan	2002-516979	Gynecological Ablation Procedure and System Using An Ablation Needle	Pending
Japan	2007-550418	Gynecological Ablation Procedure and System	Pending
South Korea	7001908/2003	Gynecological Ablation Procedure and System Using An Ablation Needle	Pending
South Korea	10-2007-7018220	Gynecological Ablation Procedure and System	Pending
South Korea	7017483/2009	Gynecological Ablation Procedure and System Using An Ablation Needle	Pending
Mexico	MX/a/2007/00836 2	Gynecological Ablation Procedure and System	Pending
Taiwan	95100746	Gynecological Ablation Procedure and System	Pending
U.S.	6,840,935	Gynecological Ablation Procedure and System Using An Ablation Needle	Issued
U.S.	11/033,351	Gynecological Ablation Procedure and System	Pending
U.S.	11/877,349	Gynecological Ablation System With Insufflation Assisted Imaging	Pending
U.S.	11/877,397	Gynecological Ablation System With Laparoscopic And Ultrasound Imaging	Pending
U.S.	12/017,272	Temperature Responsive Ablation RF Driving for Moderating Return Electrode Temperature	Pending
U.S.	11/940,289	RF Ablation Device With Jam-Preventing Electrical Coupling Member	Pending
PCT	PCT/U.S.2008/083 634	RF Ablation Device With Jam-Preventing Electrical Coupling Member	Pending
U.S.	12/017,278	Impedance Responsive Ablation RF Driving For Moderating Return Electrode Temperature	Pending

U.S. and Foreign Patents

Country	Patent/ Application No.	Title	Status
Australia	U.S.2008/056907	Apparatus And Method For Moderating Return Electrode Temperature	Pending
Canada	2,680,753	Apparatus And Method For Moderating Return Electrode Temperature	Pending
China	200880015926.0	Apparatus And Method For Moderating Return Electrode Temperature	Pending
EPO European Patent Convent	- 08732157.6	Apparatus And Method For Moderating Return Electrode Temperature	Pending
U.S.	11/717,920	Ablation System And Heat Preventing Electrodes	Pending
U.S.	12/017,282	Intermittent Ablation RF Driving For Moderating Return Electrode Temperature	Pending
Australia	2006265624	Anchored RF Ablation Device For The Destruction of Tissue Masses	Pending
Brazil	PI0801330-6	Anchored RF Ablation Device For The Destruction of Tissue Masses	Pending
Canada	2,614,328	Anchored RF Ablation Device For The Destruction of Tissue Masses	Pending
EPO European Patent Convent	- 05786222.7	Anchored RF Ablation Device For The Destruction of Tissue Masses	Pending
Japan	2008-520328	Anchored RF Ablation Device For the Destruction of Tissue Masses	Pending
U.S.	11/173,928	Radio Frequency Ablation Device For The Destruction of Tissue Masses	Pending
U.S.	11/429,921	Radio Frequency Ablation Device For The Destruction of Tissue Masses	Pending
U.S.	11/940,294	Radio Frequency Ablation Device For The Destruction of Tissue Masses	Pending
WIPO	PCT/U.S.2008/093 617	Radio Frequency Ablation Device For The Destruction of Tissue Masses	Pending

EXHIBIT C

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Description</u>	<u>Country</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
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TRADEMARK LICENSES

[Include complete legal description of agreement (name of agreement, parties and date)]