

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
Cardiogenesis Corporation	06/30/2011

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	2 Bethesda Metro Center
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814

PROPERTY NUMBERS Total: 50

Property Type	Number
Patent Number:	6524298
Patent Number:	6093177
Patent Number:	6086534
Patent Number:	6039727
Patent Number:	6036677
Patent Number:	5997525
Patent Number:	5951567
Patent Number:	5951541
Patent Number:	5925033
Patent Number:	5840059
Patent Number:	5728091
Patent Number:	5554152
Patent Number:	5505725
Patent Number:	6482220
Patent Number:	6322548

OP \$2000.00 6524298

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PATENT  
REEL: 026540 FRAME: 0064

Patent Number:	6285903
Patent Number:	6267757
Patent Number:	6251104
Patent Number:	6224584
Patent Number:	6179809
Patent Number:	6162214
Patent Number:	6156031
Patent Number:	6126654
Patent Number:	6067988
Patent Number:	6066131
Patent Number:	6056742
Patent Number:	6027497
Patent Number:	6019756
Patent Number:	6011889
Patent Number:	D418223
Patent Number:	5999678
Patent Number:	5976164
Patent Number:	5931834
Patent Number:	5925012
Patent Number:	D407684
Patent Number:	5876373
Patent Number:	D405883
Patent Number:	5785702
Patent Number:	D392040
Patent Number:	D389915
Patent Number:	D389912
Patent Number:	D389578
Patent Number:	D389574
Patent Number:	D389573
Patent Number:	5703985
Patent Number:	5114403
Patent Number:	4993412
Application Number:	11543505
Application Number:	09174377
Application Number:	08478283

**PATENT**

**REEL: 026540 FRAME: 0065**

Fax Number: (404)572-5135

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ATTORNEY DOCKET NUMBER:

09642-015001

NAME OF SUBMITTER:

Susan Lake

Total Attachments: 8

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 30, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 27, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

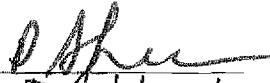
[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

CARDIOGENESIS CORPORATION, as  
Grantor

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

  
Name: D. Ashley Lee  
Title: Exec. VP, COO, CFO & Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:

Name:

Its Duly Authorized Signatory

[PATENT SECURITY AGREEMENT - CRYOLIFE]

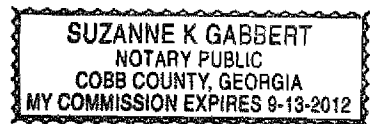
PATENT  
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ACKNOWLEDGMENT OF GRANTOR

State of Georgia )  
 )  
County of Cobb ) ss.

On this 30th day of June, 2011 before me personally appeared D. Ashley Lee, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CARDIOGENESIS CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Suzanne K. Gabbert  
Notary Public





SCHEDULE I  
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

<b><i>PATENT</i></b>	<b><i>APPLICATION/ PATENT NO.</i></b>	<b><i>FILING/ REGISTRATION DATE</i></b>
Therapeutic and diagnostic agent delivery	6524298	02/25/2003
Catheter with flexible intermediate section	6093177	07/25/2000
Apparatus and method of myocardial revascularization using ultrasonic pulse-echo distance ranging	6086534	07/11/2000
Channel forming device with penetration limiter	6039727	03/21/2000
Catheter with flexible intermediate section	6036677	03/14/2000
Therapeutic and diagnostic agent delivery	5997525	12/07/1999
Introducer for channel forming device	5951567	09/14/1999
Channel forming device with a secured distal extremity	5951541	09/14/1999
Method for intra-operative myocardial revascularization	5925033	07/20/1999
Therapeutic and diagnostic agent delivery	5840059	11/24/1998
Optical fiber for myocardial channel formation	5728091	03/17/1998
Method for intra-operative myocardial revascularization	5554152	09/10/1996
Shapeable optical fiber apparatus	5505725	04/19/1996
Method and apparatus for creation of drug delivery and/or stimulation pockets in myocardium	6482220	11/19/2002
Delivery catheter system for heart chamber	6322548	11/27/2001
Intracorporeal device with radiopaque marker	6285903	09/04/2001
Revascularization with RF ablation	6267757	07/31/2001
Guiding catheter system for ablating heart tissue	6251104	06/26/2001
Therapeutic and diagnostic agent delivery	6224584	05/01/2001
Drug delivery catheter with tip alignment	6179809	01/30/2001
Corning device for myocardial revascularization	6162214	12/19/2000
Transmyocardial revascularization using radiofrequency energy	6156031	12/05/2000
Method of forming revascularization channels in myocardium using a steerable catheter	6126654	10/03/2000
Method for creation of drug delivery and/or stimulation pockets in myocardium	6067988	05/30/2000
Contiguous, branched transmyocardial revascularization (TMR) channel, method and device	6066131	05/23/2000
Revascularization with laser outputs	6056742	05/02/2000
TMR energy delivery system	6027497	02/22/2000
Laser device for transmyocardial revascularization procedures	6019756	02/01/2000

<b>PATENT</b>	<b>APPLICATION/ PATENT NO.</b>	<b>FILING/ REGISTRATION DATE</b>
Piercing point optical fiber device for laser surgery procedures	6011889	01/04/2000
Hand piece for surgical and biopsy procedures	D418223	12/28/1999
Laser delivery means adapted for drug delivery	5999678	12/07/1999
Method and apparatus for myocardial revascularization and/or biopsy of the heart	5976164	11/02/1999
Method for non-synchronous laser-assisted myocardial revascularization	5931834	08/03/1999
Laser assisted drug delivery	5925012	07/20/1999
Laser console	D407684	04/06/1999
Steerable catheter	5876373	03/02/1999
Surgical handpiece	D405883	02/16/1999
Method for non-synchronous laser-assisted transmyocardial revascularization	5785702	07/28/1998
Hand piece for surgical laser fiber optic delivery system	D392040	03/10/1998
In-line device for drug delivery and/or laser fiber optic delivery system	D389915	01/27/1998
Handpiece for laser fiber optic delivery system	D389912	01/27/1998
In-line device for a laser fiber optic delivery system	D389578	01/20/1998
Finger grip device for a laser fiber optic delivery system	D389574	01/20/1998
Hand piece for surgical laser fiber optic delivery system	D389573	01/20/1998
Optical fiber device and method for laser surgery procedures	5703985	12/30/1997
Catheter torque mechanism	5114403	05/19/1992
Method and apparatus for removal of obstructive substance from body channels	4993412	02/19/1991

## 2. PATENT APPLICATIONS

Date Filed	Application Serial No.	Title	Status
10/05/2006	11/543,505	Surgical device & method for performing combination revascularization & therapeutic substance delivery to tissue	<b>Pending:</b> Awaiting further examination  Needs to be assigned to the Company (currently in process of assigning to Company)

## 3. IP LICENSES

Date Filed	Application Serial No.	Title	Patent No. Issue Date	Status
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07/31/98	09/174,377	Myocardial Revascularization Through The Endocardial Surface Using A Laser – Columbia Innovation Enterprise, Columbia University has prosecuted this patent application through Cooper Dunham	6,533,773 03/18/2003	<b>Issued:</b> 11 ½ Year Maintenance Fee Due 09/18/2014. Assigned to Columbia University; Exclusive license to Cardiogenesis Corp
06/07/1995	08/478,283	Myocardial Revascularization Through The Endocardial Surface Using A Laser	5,957,916	<b>Issued:</b> 11 ½ Year Maintenance Fee Due 03/29/2011 Assigned to Columbia University; Exclusive license to Cardiogenesis Corp.