

05-02-2003

FORM PTO-1594

RE

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

OMB No. 0651-0027 (exp. 05/31/2002)



102437639

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
ISCHEMIA TECHNOLOGIES, INC.

4-29-03

- Individual(s)
- General Partnership
- Corporation-State DELAWARE
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: **04/10/2003**

2. Name and address of receiving party(ies):

Name: **Silicon Valley Bank**
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

ZIP: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State-Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

OFFICE OF THE COMMISSIONER OF PATENT AND TRADEMARKS
2003 APR 27 AM 11:00
FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

~~76/142,985~~

~~76/142,986~~

~~78/045,466~~

~~78/091,236~~

B. Trademark No.(s)

2,595,669

2,610,515

Additional numbers attached? Yes No

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41):

\$165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

05/01/2003 6TON11 00000072 76142985

01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MAR BEL ARTEAGA

04/23/2003

Name of Person Signing
FOR TW

Maibel Arteaga
Signature

Date

Total number of pages including cover sheet, attachments, and document: **15**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002722 FRAME: 0984

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 10, 2003 by and between SILICON VALLEY BANK ("Bank") and ISCHEMIA TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated April 10, 2003 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A and B hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

TRADEMARK

REEL: 002722 FRAME: 0985

Address of Grantor:
4600 W. 60th Avenue
Arvada, CO 80003

Attn: Peter CROSBY

GRANTOR:
ISCHEMIA TECHNOLOGIES, INC.

By: *Peter Crosby* Peter CROSBY

Title: PRESIDENT & CEO

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: _____

BANK:
SILICON VALLEY BANK

By: *[Signature]*

Title: SVP

Schedule A
Trademarks

COUNT	APP NO.	REG NO.	TMARK	STATUS	FILE	REG	1 ST USE
US	76/143,120	2,595,669	ACB	REGISTERED	10/06/00	07/16/02	11/30/01
US	76/142,985		EARLY RECOGNITION, EARLY DECISIONS	PENDING	10/06/00		
US	76/143,121	2,610,515	LOGO	REGISTERED	10/06/00	08/20/02	11/30/01
US	76/142,986		ISCHEMIA TECHNOLOGIES	PENDING	10/06/00		
US	78/045,466		IMA	PENDING	01/29/01		
US	78/091,236		INTERVENTIONAL DIAGNOSTICS	PENDING	11/01/01		

Schedule B
Patents

Serial No.	Patent No.	Title	Status	Issue
09/165,926	6,461,875	Test for the Rapid Evaluation of Ischemic States and Kit	Issued	10/08/2002
09/165,581	6,492,179	Test for the Rapid Evaluation of Ischemic States and Kit	Issued	12/10/2002
07/736,583	5,227,307	Test for the Rapid Evaluation of Ischemic State	Issued	07/13/1993
2,113,266		Test for the Rapid Evaluation of Ischemic States and Kit	Pending	
503561/93	3,194,952	Test for the Rapid Evaluation of Ischemic States and Kit	Issued	06/01/2001
08/016,971	5,290,519	Test for the Rapid Evaluation of Ischemic States and Kit	Issued	03/01/1994
09/165,961	6,475,743	Marker Useful for Detection and Measurement of Free Radical Damage and Method	Issued	11/05/2002
09/820,416		Marker Useful for Detection and Measurement of Free Radical Damage and Method	Pending	
PCT/US02/16860		Method and System for Optically Performing an Assay to Determine a Medical condition	Published	
10/319,263		Test for the Rapid Evaluation of Ischemic States and Kits	Pending	
PCT/US02/3983		Test for the Rapid Evaluation of Ischemic States and Kits	Pending	
2344762		Test for the Rapid Evaluation of Ischemic States and Kits	Pending	
09/806,247		Test for the Rapid Evaluation of Ischemic States and Kits	Pending	
10/304,610		Electrochemical Detection of Ischemic	Pending	
PCT/US02/3813		Electrochemical Detection of Ischemic	Pending	
09/849,956		Improvements To Diagnosis of Acute Myocardial Infarction and Other Clinical Conditions	Pending	
PCT/US02/13906		Improvements To Diagnosis of Acute Myocardial Infarction and Other Clinical Conditions	Published	
09/846,411		Bar Code Readable Diagnostic Strip Test	Pending	
PCT/US02/13557		Bar Code Readable Diagnostic Strip Test	Published	