

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ETV CAPITAL S.A.		03/25/2008	CORPORATION: LUXEMBOURG

RECEIVING PARTY DATA	
Name:	TIMM MEDICAL TECHNOLOGIES, INC.
Street Address:	6585 CITY WEST PARKWAY
City:	EDEN PRAIRIE
State/Country:	MINNESOTA
Postal Code:	55344
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2708950	OSBON
Registration Number:	2380078	
Registration Number:	2309993	
Registration Number:	2133099	EASY ACTION
Registration Number:	2120172	INJECAID
Registration Number:	2034551	ESTEEM
Registration Number:	1803506	JULIAN'S OF JONES STREET
Registration Number:	1833260	COMFORT PLUS
Registration Number:	1892617	ERECTEK
Registration Number:	1652989	STAYEREC
Registration Number:	1584506	
Registration Number:	1618612	OSBON MEDICAL SYSTEMS
Registration Number:	1581349	ERECAID
Registration Number:	1375193	URO-CENTER

OP \$465.00 2708950

Registration Number:	1368804	OMNIPHASE
Registration Number:	1349120	ERECALD SYSTEM
Registration Number:	1320535	RIGISCAN
Serial Number:	75111900	

CORRESPONDENCE DATA

Fax Number: (404)962-6736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 885-3038
Email: michael.brignati@troutmansanders.com
Correspondent Name: MICHAEL J. BRIGNATI, PH.D.
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET, N.E.
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	036800.000017
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	03/31/2008

Total Attachments: 11
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made as of the 25th day of March 2008, by and between TIMM MEDICAL TECHNOLOGIES, INC., a corporation organized under the laws of the State of Delaware (together with its successors and assigns, "Assignee") and ETV CAPITAL S.A., a company incorporated under the laws of the Grand Duchy of Luxembourg whose registered office is situated at 6 rue Philippe II, L2340 Luxembourg (together with its successors and assigns, "Assignor").

RECITALS

A. PLETHORA SOLUTIONS HOLDINGS PLC (registered in England and Wales under company number 05341336) ("Plethora") and PLETHORA SOLUTIONS LIMITED (registered in England and Wales under company number 04977609) ("Solutions"), the registered office of each of which is at Lupus House, 11-13 Macklin Street, Covent Garden, London WC2B 5NH (individually and collectively the "Borrower") have entered into a credit facility with Assignor in the original principal amount of £4,000,000 (the "Loan Facility"), which is governed by the terms of a Loan Facility Agreement, dated June 29, 2007 (as amended, modified, restated, substituted, extended and renewed at any time and from time to time, the "Loan Agreement"), by and between the Borrower and Assignor and all finance documents thereunder, including, without limitation, (i) a Debenture, dated June 29, 2007 (the "Debenture"), by and between Borrower and Assignor and (ii) all Facility Documents (as defined in the Loan Agreement) (collectively, the Loan Agreement, the Debenture, and the Facility Documents, are hereinafter referred to as the "Loan Documents").

B. In order to induce Assignor to make the Loan Facility available to Borrower, Assignee agreed to enter into a Security Agreement, dated June 29, 2007 (the "Security Agreement") and an Intellectual Property Security Agreement, dated June 29, 2007 (the "IP Security Agreement"; together with the Security Agreement, the "Security Documents").

C. Pursuant to the Security Documents, Assignee granted the Assignor, a security interest in all of the Copyrights, Patents, and Trademarks (as these terms are defined under the Security Documents), including the Copyrights, Patents, and Trademarks identified on Exhibits A, B, and C, attached hereto, and further 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 reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively hereinafter the "Intellectual Property"), and pledged and mortgaged (but did not transfer title to) the Intellectual Property to Assignor.

D. Assignee contemplates entering into a new secured credit facility with Paul Royalty Fund Holdings II, a California general partnership ("PCH") in the original principal amount of Twenty-Five Million Dollars (\$25,000,000) (the "PCH Facility") which is governed by the terms of that certain Revenue Financing Agreement, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "RFA"), by and among Plethora, Assignee, Plethora Therapeutics Limited, a company incorporated in England and Wales ("Therapeutics") and PCH and all finance documents thereunder, including, without limitation a (i) Security Agreement, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Collateral Trustee Security Agreement"), by and between Assignee and Deutsche Bank Trust Company Americas, a New York banking corporation (the "U.S. Collateral Trustee"), (ii) Trademark Security Agreement, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Trademark Security Agreement"), by and between Assignee and U.S. Collateral Trustee, (iii) Patent Security Agreement, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Patent Security Agreement"), by and between Assignee and U.S. Collateral Trustee, (iv) Stock Pledge Agreement, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Pledge Agreement"), by and between Therapeutics and U.S. Collateral Trustee, and (v) Collateral Trust and Intercreditor Agreement, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Intercreditor Agreement"; together with the RFA, Collateral Trust Security Agreement, Trademark Security Agreement, Patent Security Agreement and Pledge Agreement the "Replacement Collateral Documents"), by and among Plethora, Assignee, Assignor, Therapeutics, PCH, Deutsche Trustee Company Limited (the "U.K. Collateral Trustee") and U.S. Collateral Trustee.

E. The Replacement Collateral Documents contemplate Assignor releasing the liens, security interests and encumbrances granted to Assignor with respect to the Collateral under the Security Documents and Assignee replacing such liens, security interests and encumbrances pursuant to the terms of the Replacement Collateral Documents.

F. In connection with aforementioned, Assignee has requested, pursuant to Section 9.10 of the Intercreditor Agreement, that Assignor release and discharge all liens, security interests and encumbrances under the Security Documents, including, but not limited to, the Intellectual Property.

G. As a condition precedent to the effectiveness of the RFA, Assignor, Assignee and Borrower hereby agree to execute and deliver this Release.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the benefits derived and to be derived by the Assignor, from, pursuant to and as a result of the said RFA or its related transactions, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee, Assignor and Borrower hereby agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the above Recitals are true and correct in all respect and that the same are incorporated herein and made a part hereof by reference.

2. Release. Except as set forth in the following sentence, Assignee and Assignor (the "Releasing Parties") each hereby acknowledge that the liabilities and obligations of Borrower under the Loan Agreement and the other Loan Documents to which Borrower is a party shall remain in full force and effect and are not discharged by this Release or by any of the Replacement Collateral Documents. The Releasing Parties agree that the liabilities and obligations of the Borrower under the Debenture shall remain in full force and effect and are not discharged by this Release or by any of the Replacement Collateral Documents save as provided for in (i) an English law governed deed of release dated on or about the date hereof and made between the Assignor and Solutions and (ii) an English law governed deed of release dated on or about the date hereof and made between the Assignor and Plethora. Each Releasing Party further agrees that (a) the IP Security Agreement is hereby terminated and shall have no further force and effect, except for the provisions thereof that expressly provide for the survival of obligations thereunder, all of which shall continue in effect, (b) the Assignee shall no longer benefit from the liens, security interests and/or other encumbrances on the Intellectual Property created by the IP Security Agreement and all such liens, security interests and/or other encumbrances on the Intellectual Property shall be forever satisfied, released and discharged, including, without limitation, liens, security interests and/or other encumbrances created under the IP Security Agreement relating to the Copyrights, Patents, and Trademarks identified on Exhibits A, B, and C attached hereto, (c) the Assignor hereby terminates and releases its security interest in the Intellectual Property, including without limitation, the Copyrights, Patents, and Trademarks identified on Exhibits A, B, and C attached hereto, and the Assignor hereby assigns and transfers to Assignee, without any representation, warranty, or recourse whatsoever, the Assignor's entire right, title, and interest in and to the Intellectual Property, effective as of the date set forth above, and (d) the Assignor hereby agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

3. Release Instruments. Assignor will deliver, or cause to be delivered, to Assignee, at Assignee's cost and expense, any documents necessary to release or terminate any lien with respect to Assignee's intellectual property, as Assignee may reasonably request, including, but not limited to, any documents to be filed with the United States Patent and Trademark Office and the United States Copyright Office. In addition, Assignor hereby authorizes the Assignee, or any of its representatives or agents, on their behalf, to file any documents necessary to release or terminate any lien with respect to Assignee's intellectual property, including, but not limited to, any filings with the United States Patent and Trademark Office and the United States Copyright Office, and all other documents, instruments or certificates as Assignee may reasonably deem necessary to terminate any and all liens, security interests and/or other encumbrances created by the Security Documents and effectuate, or reflect on public record, the release and discharge of any such liens, security interests and/or other encumbrances. Assignor will, from and after the date hereof, execute and/or deliver such other termination statements or documents and take such other actions as Assignee (or its assignee) may from time to time reasonably request to evidence

this Release and to effectuate, or reflect on public record, the release and discharge of all such liens, security interests and/or other encumbrances. All of the foregoing, both before and after the date hereof, shall be at the expense of Assignee.

4. Authorization. Each of the Releasing Parties hereby represents and warrants that it has the full right, power and authority to perform its obligations hereunder, including, without limitation, the termination of the Security Documents and the discharge and release of the security interests and/or other encumbrances created thereunder.

5. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York without reference to conflicts of law rules (except to the extent governed by the Uniform Commercial Code).

6. Counterparts. This Release may be executed in any number of counterparts (on separate pages), each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Release to be executed as of the day and year first above written.

"ASSIGNOR"

ETV CAPITAL S.A.

By: 

Name: Brian Mc Mahon Stam-Louis Conroy

Title: Director Director

"ASSIGNEE"

TIMM MEDICAL TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

Consented and Agreed to by each Borrower:

PLETHORA SOLUTIONS HOLDINGS PLC

By: _____

Name:

Title:

PLETHORA SOLUTIONS LIMITED

By: _____

Name:

Title:

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IN WITNESS WHEREOF, the parties have caused this Release to be executed as of the day and year first above written.

"ASSIGNOR"

ETV CAPITAL S.A.

By: _____

Name: _____

Title: _____

"ASSIGNEE"

TIMM MEDICAL TECHNOLOGIES, INC.

By: BeHo

Name: Brad Hoy

Title: Chief financial officer

Consented and Agreed to by each Borrower:

PLETHORA SOLUTIONS HOLDINGS PLC

By: S. J. Powell BeHo
Name: S. J. Powell Brad Hoy
Title: Director Director

PLETHORA SOLUTIONS LIMITED

By: S. J. Powell BeHo
Name: S. J. Powell Brad Hoy
Title: Director Director

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EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None	N/A	N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Threshold Penile Rigidity Measuring Device	4474187	10/02/1984
Nocturnal Penile Tumescence And Rigidity Monitor	4515166	05/07/1985
Discrete Particulate Bipolar Reactor	4517067	05/14/1985
Penile Prosthesis	4517967	05/21/1985
Penile Prosthesis	4522198	06/11/1985
Penile Prosthesis Utilizing Patient Controlled Cam Actuator Apparatus	4541420	09/17/1985
Semi-Rigid Penile Prosthesis With Separable Members And Posture Control	4545081	10/08/1985
Nocturnal Penile Tumescence And Rigidity Monitor And Method	4606353	08/19/1986
Penile Prosthesis Having An Actuator Means Interacting With A Member And Articulated Column	4619251	10/28/1986
Oxide-Isolated Integrated Schottky Logic	4656498	04/07/1987
Threshold Penile Rigidity Measuring Device	4766909	08/30/1988
Nocturnal Penile Tumescence And Rigidity Monitor With Removable Loops	4848361	07/18/1989
Vacuum Generating And Constriction Apparatus For Augmenting Male Potency	4856498	08/15/1989

Position Stable Segmented Column Penile Prosthesis	4881531	11/21/1989
Threshold Penile Rigidity Measuring Device	4911176	03/27/1990
Penile Cincture Band Operational Apparatus	5083556	01/28/1992
Negative Pressure Erection Apparatus	5095895	03/17/1992
Male Urinary Anti-Incontinence Device And Method	5184629	02/09/1993
Interior Ventilation Adjustment Device	5232402	08/03/1993
Apparatus And Method For Augmenting Male Potency With User Tissue Protection	5234402	08/10/1993
Apparatus For Augmenting Male Potency	5244453	09/14/1993
Apparatus For Augmenting Male Potency	5306227	04/26/1994
Drum Rotor For An Impulse Steam Turbine Having Blades Mounted In Longitudinal Grooves, And An Impulse Steam Turbine Including Such A Motor	5308227	05/03/1994
Battery-Operated Male Organ Conditioning Appliance	5421808	06/06/1995
Apparatus And Method For Testing And Exercising Pelvic Muscles	5554092	09/10/1996
Pumpless Vacuum Generation For Augmenting Male Potency	5624378	04/29/1997
Penile Cincture Band Loading Apparatus And Method	5643290	07/01/1997
Vessel Occlusive Apparatus And Method	5704893	01/06/1998
Method And Apparatus For Testing And Exercising Pelvic Muscles	6068581	05/30/2000

Vessel Occlusive Apparatus And Method	6074341	06/13/2000
Powered External Vacuum Appliance For The Treatment Of Impotence	6248059	06/19/2001
A Male Erecton Sustainer	D317504	06/11/1991
A Male Erection Sustainer	D317505	06/11/1991
Penile Erection Pump	D330081	10/06/1992
Male Organ Conditioning Appliance	D343454	01/18/1994
Male Organ Conditioning Appliance	D343455	01/18/1994
Elastic Cincture Band Expansion Device For The Treatment Of Impotence	D385629	10/28/1997
Powdered External Vacuum Appliance For The Treatment Of Impotence	D398998	09/29/1998
Powered External Vacuum Appliance For The Treatment Of Impotence	D420740	02/15/2000
Powered External Vacuum Appliance For The Treatment Of Impotence	D421652	03/14/2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OSBON	2708950	04/22/2003
Design (ESTEEM)	2380078	08/22/2000
Design (ESTEEM)	2309993	01/18/2000
EASY ACTION (registered)	2133099	01/27/1998
INJECAID (canceled)	2120172	12/09/1997
ESTEEM	2034551	02/28/1997
JULIAN'S OF JONES STREET (canceled)	1803506	11/09/1993
COMFORT PLUS (canceled)	1833260	04/26/1994
ERECTEK (canceled)	1892617	05/02/1995
STAYEREC (canceled)	1652989	08/06/1991
Design only (canceled)	1584506	02/27/1990
OSBON MEDICAL SYSTEMS & Design (canceled)	1618612	10/23/1990
ERECAID	1,581,349	02/06/1990
URO-CENTER (canceled)	1375193	12/10/1985
OMNIPHASE (canceled)	1368804	11/05/1985
ERECAID SYSTEM	1,349,120	07/16/1985
RIGISCAN	1,320,535	02/19/1985
Design only (abandoned)	75/111900	05/30/1996