

01/26/2011

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To the Director of the U. S. Patent and Trademark Office

to record the attached documents or the new address(es) below

1. Name of conveying party(ies):

NeuroTherm, Inc

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 14, 2010

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: RBS Citizens, N.A

Internal Address: _____

Address: _____

Street Address: 331 Montvale Avenue

City Woburn

State Massachusetts

Country: USA Zip 01801

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Association Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Attached Continuation Statement IV

B. Trademark Registration No (s)
See Attached Continuation Statement IV

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

See Attached Continuation Statement IV

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

Name: Brian E. Tierney, Esq.

Internal Address: _____

Street Address: c/o Hinckley, Allen & Snyder LLP
28 State Street

City: Boston

State: Massachusetts Zip: 02109-1775

Phone Number 617-345-9000

Fax Number: 617-345-9020

Email Address btierney@haslaw.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165

- Authorized to be charged to deposit account
- Enclosed

Fee pd

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

1/18/2011
Date

Brian E. Tierney, Esq
Name of Person Signing

Total number of pages including cover sheet, attachments, and document

12

CONTINUATION STATEMENT IV
TO USPTO RECORDATION COVER SHEET FOR NEUROTHERM, INC.

Trademarks (registered):

Registration No.	Country	Registration/Filing Date	Trademark
3608100	USA	April 21, 2009	STIMJECT
3603059	USA	April 7, 2009	PODIATHERM (and design)
3276322	USA	August 7, 2007	ACUTHERM
2411541	USA	December 5, 2000	ELECTROTHERMAL
2398791	USA	October 24, 2000	SPINECA III

Trademark Application(s):

Registration No.	Country	Registration/Filing Date	Trademark
77/926,841	USA	February 3, 2010	ELECTROTHERMAL 80S

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 14, 2010 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Intellectual Property Security Agreement**"), is made by **NEUROTHERM, INC.** (the "**Grantor**") in favor of **RBS CITIZENS, N.A.**, as Secured Party (in such capacity, "**Secured Party**") (as defined in the Security Agreement referred to below)

WITNESSETH:

WHEREAS, the Grantor is a party to that certain that certain Loan Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), by and among the Grantor, RF Medical Holdings, Inc. (collectively, the "**Borrowers**") and Security Party, as lender.

WHEREAS, it is a condition precedent to the obligation of the Bank (as defined in the Loan Agreement) to make its extensions of credit to the Borrowers under the Loan Agreement that the Borrowers shall have executed and delivered that certain Security Agreement, dated as of the date hereof, in favor of Secured Party (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain intellectual property of the Grantor to the Secured Party, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to Secured Party a security interest in and to all of the Grantor's right, title and interest in and to the following (the "**Intellectual Property Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Secured Obligations:

1. (a) All trademarks, service marks, trade names, corporate names, company names, business names, operating names, domain names, fictitious business names, trade styles, certification marks, collective marks, call signs, logos, other source of business identifiers, prints, labels and goods on which any of the foregoing appear or have appeared, designs (including product designs) and general intangibles of a like nature, including but not limited to those set forth on Schedule I attached hereto (any and all of the foregoing being the "**Trademarks**"), anywhere in the world, whether registered or not and whether currently in use or not, all registrations and recordings thereof and all applications to register the same, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark

Office or in any office or agency of the United States of America or any State thereof or any foreign country, and (b) all Trademark Licenses, and (c) all reissues, extensions or renewals of any of the foregoing, and (d) all of the goodwill of the business connected with the use of, and symbolized by, the items described in the foregoing, and (e) all proceeds, fees, royalties, income or payments of, and rights associated with, the foregoing, including any claim by any grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark License, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License:

2. (a) All patents and like protections, including patents, design patents and utility models, and all registrations and recordings thereof, including all applications, improvements, reissues, extensions, divisions, continuations and continuations-in-part thereof, and the inventions disclosed or claimed therein, including the right to make, sell and/or use the inventions disclosed or claimed therein, in each case in which the Grantor has any right, title or interest, (b) all Patent Licenses, and (c) the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto, and all goodwill associated therewith, all extensions, continuations and renewals of any thereof, and all proceeds of the foregoing, including licenses, fees, royalties, income, payments, claims, damages and proceeds of suit, including but not limited to those set forth on Schedule II attached hereto (collectively, the “**Patents**”); and

3. (a) All copyrights in all works of authorship, and derivative works thereof, fixed in any tangible medium of expression, including, without limitation, all databases, source codes, object codes and manuals, whether published or unpublished, whether statutory or common law, whether in the United States or any other country, and all applications, registrations, renewals, extensions and recordings relating thereto, in each case in which the Grantor has any right, title or interest, whether as author, assignee, transferee or otherwise, and all other rights of the Grantor pursuant to any Copyright License, (b) all right, title and interest of the Grantor in all physical materials embodying any work with respect to which the Grantor owns or holds rights in any Copyright or Copyright License, and (c) the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, and all goodwill associated therewith, all extensions, continuations and renewals of any thereof, and all proceeds of the foregoing, including licenses, fees, royalties, income, payments, claims, damages and proceeds of suit (“**Copyrights**”).

Section 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Section 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy or electronic communication), 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.

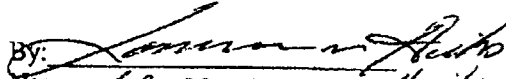
Section 4. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

Section 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Loan Agreement, the provisions of the Security Agreement or the Loan Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

NEUROTHERM, INC.,
as Grantor

By: 
Name: LAURENCE M. HICKS
Title: President & CEO

RBS CITIZENS, N.A.,
as Secured Party


By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

NEUROTHERM, INC., as Grantor

By: _____
Name:
Title:

RBS CITIZENS, N.A., as Secured Party

By:  _____
Name: Frank Coccoluto
Title: SVP

SCHEDULE I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

NEUROTHERM, INC.

Trademarks (registered):

<u>Registration No.</u>	<u>Country</u>	<u>Registration / Filing Date</u>	<u>Trademark</u>
3608100	USA	April 21, 2009	STIMJECT
3603059	USA	April 7, 2009	PODIA THERM (and design)
3276322	USA	August 7, 2007	ACUTHERM
2411541	USA	December 5, 2000	ELECTROTHERMAL
2398791	USA	October 24, 2000	SPINECATH

Trademark Application(s):

<u>Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Trademark</u>
77/926,841	USA	February 3, 2010	ELECTROTHERMAL 80S

RF MEDICAL HOLDINGS, INC.

Trademarks (registered):

None.

SCHEDULE II
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

NEUROTHERM, INC.

<u>Serial No. or Patent No.</u>	<u>Country</u>	<u>Issue or File Date</u>	<u>Title</u>
7574257	USA	August 2, 2006	METHOD AND APPARATUS FOR DIAGNOSING AND TREATING NEURAL DYSFUNCTION
6258086	USA	July 10, 2001	CATHETER FOR DELIVERY OF ENERGY TO A SURGICAL SITE
6749605	USA	June 15, 2004	CATHETER FOR DELIVERY OF ENERGY TO A SURGICAL SITE
7309336	USA	December 18, 2007	CATHETER FOR DELIVERY OF ENERGY TO A SURGICAL SITE
6767347	USA	July 27, 2004	CATHETER FOR DELIVERY OF ENERGY TO A SURGICAL SITE
6122549	USA	September 19, 2000	APPARATUS FOR TREATING INTERVERTEBRAL DISCS WITH RESISTIVE ENERGY
6095149	USA	August 1, 2000	METHOD FOR TREATING INTERVERTEBRAL DISC DEGENERATION
6638276	USA	October 28, 2003	INTERVERTEBRAL DISC DEVICE EMPLOYING PREBENT SHAFT
6832997	USA	December 21, 2004	ELECTROMAGNETIC ENERGY DELIVERY INTERVERTEBRAL DISC TREATMENT DEVICES
6733496	USA	May 11, 2004	INTERVERTEBRAL DISC DEVICE EMPLOYING FLEXIBLE PROBE
6726685	USA	April 27, 2004	INTERVERTEBRAL DISC DEVICE EMPLOYING LOOPED PROBE
7069087	USA	June 27, 2006	APPARATUS AND METHOD FOR ACCESSING AND PERFORMING A FUNCTION WITHIN AN INTERVERTEBRAL DISC
6878155	USA	April 12, 2005	APPARATUS AND METHOD FOR ACCESSING AND PERFORMING A FUNCTION WITHIN AN INTERVERTEBRAL DISC
6007570	USA	December 28, 1999	FUNCTIONAL ELEMENT FOR PERFORMING FUNCTION UPON INTERVERTEBRAL DISCS
6517568	USA	February 11, 2003	METHOD AND APPARATUS FOR TREATING INTERVERTEBRAL DISCS

<u>Serial No. or Patent No.</u>	<u>Country</u>	<u>Issue or File Date</u>	<u>Title</u>
6126682	USA	October 3, 2000	METHOD FOR TREATING ANNULAR FISSURES IN INTERVERTEBRAL DISCS
6073051	USA	June 6, 2000	TREATING INTERVERTEBRAL DISCS WITH ELECTROMAGNETIC ENERGY
6099514	USA	August 8, 2000	METHOD AND APPARATUS FOR DELIVERING OR REMOVING MATERIAL FROM THE INTERIOR OF AN INTERVERTEBRAL DISC
6290715	USA	September 18, 2001	METHOD FOR DELIVERING ENERGY ADJACENT THE INNER WALL OF AN INTERVERTEBRAL DISC
6547810	USA	April 15, 2003	METHOD FOR TREATING INTERVERTEBRAL DISCS
6997941	USA	February 14, 2006	METHOD AND APPARATUS FOR TREATING ANNULAR FISSURES IN INTERVERTEBRAL DISCS
7267683	USA	September 11, 2007	METHOD FOR TREATING INTERVERTEBRAL DISCS
7282061	USA	October 16, 2007	METHOD FOR TREATING INTERVERTEBRAL DISCS
7400930	USA	July 15, 2008	METHOD FOR TREATING INTERVERTEBRAL DISCS
7267683	USA	September 11, 2007	METHOD FOR TREATING INTERVERTEBRAL DISCS
7647123	USA	January 12, 2010	METHOD FOR TREATING INTERVERTEBRAL DISCS
7662133	USA	February 16, 2010	SPINAL FLUID INTRODUCTION
7449019	USA	November 11, 2008	INTERVERTEBRAL DECOMPRESSION
7226447	USA	June 5, 2007	ELECTROSURGICAL GENERATOR
5980504	USA	November 9, 1999	METHOD OF MANIPULATING TISSUE OF AN INTERVERTEBRAL DISC
6261311	USA	July 17, 2001	METHOD AND APPARATUS FOR TREATING ANNULAR FISSURES IN INTERVERTEBRAL DISCS

RF MEDICAL HOLDINGS, INC.

None.

PATENT LICENSES

NEUROTHERM, INC.

<u>Serial No.</u> <u>/ Patent No.</u> <u>/ Application No</u>	<u>Owner</u>	<u>Issue or</u> <u>File Date</u>
6258086	NeuroTherm	July 10, 2001
6749605	NeuroTherm	June 15, 2004
7309336	NeuroTherm	December 18, 2007
6767347	NeuroTherm	July 27, 2004
6122549	NeuroTherm	September 19, 2000
6095149	NeuroTherm	August 1, 2000
6638276	NeuroTherm	October 28, 2003
6832997	NeuroTherm	December 21, 2004
6733496	NeuroTherm	May 11, 2004
6726685	NeuroTherm	April 27, 2004
7069087	NeuroTherm	June 27, 2006
6878155	NeuroTherm	April 12, 2005
6007570	NeuroTherm	December 28, 1999
6517568	NeuroTherm	February 11, 2003
6126682	NeuroTherm	October 3, 2000
6073051	NeuroTherm	June 6, 2000
6099514	NeuroTherm	August 8, 2000
6290715	NeuroTherm	September 18, 2001
6547810	NeuroTherm	April 15, 2003
6997941	NeuroTherm	February 14, 2006
7267683	NeuroTherm	September 11, 2007
7282061	NeuroTherm	October 16, 2007
7400930	NeuroTherm	July 15, 2008
7267683	NeuroTherm	September 11, 2007
5980504	NeuroTherm	November 9, 1999
6261311	NeuroTherm	July 17, 2001
11/033,591	Bradley D. Vilims	January 11, 2005
11/107,553	Bradley D. Vilims	April 14, 2005
11/678,516	Bradley D. Vilims	February 23, 2007
11/625,186	Bradley D. Vilims	January 19, 2007

RF MEDICAL HOLDINGS, INC.

None.

PATENT APPLICATIONS

NEUROTHERM, INC.

<u>Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
12/220621	USA	July 25, 2008	STEERABLE CATHETER AND METHOD OF MAKING THE SAME
12/033232	USA	February 19, 2008	COMBINATION ELECTRICAL STIMULATING AND INFUSION MEDICAL DEVICE AND METHOD
12/122266	USA	May 16, 2008	ELECTRICAL STIMULATION AND INFUSION INTRODUCER ASSEMBLY
12/501074	USA	July 10, 2009	METHOD AND APPARATUS FOR DIAGNOSING AND TREATING NEURAL DYSFUNCTION
11/931057	USA	October 31, 2007	METHOD FOR TREATING INTERVERTEBRAL DISCS
11/930783	USA	October 31, 2007	METHOD FOR TREATING INTERVERTEBRAL DISC DEGENERATION
10/817,805	USA	April 6, 2004	INTERVERTEBRAL DISC DEVICE EMPLOYING LOOPESPROBE
11/930,731	USA	October 31, 2007	METHOD FOR TREATING INTERVERTEBRAL DISCS
11/929,644	USA	October 30, 2007	METHOD FOR TREATING INTERVERTEBRAL DISCS
11/872,470	USA	October 15, 2007	METHOD FOR TREATING INTERVERTEBRAL DISCS
11/872,482	USA	October 15, 2007	METHOD FOR TREATING INTERVERTEBRAL DISCS
11/872,517	USA	October 15, 2007	METHOD FOR TREATING INTERVERTEBRAL DISCS
11/872,437	USA	October 15, 2007	METHOD FOR TREATING INTERVERTEBRAL DISCS
12/632038	USA	December 7, 2009	SPINAL FLUID INTRODUCTION
11/747382	USA	May 11, 2007	ELECTROSURGICAL GENERATOR
11/420673	USA	May 26, 2006	ELECTROTHERMAL INTERVERTEBRAL DISC TREATMENT
11/564,145	USA	November 28, 2006	PASSIVE THERMAL SPINAL CATHETER
12/622102	USA	November 19, 2009	REDUCING CROSS-TALK EFFECTS IN AN RF ELECTROSURGICAL DEVICE

RF MEDICAL HOLDINGS, INC.

None.