

03-15-2002



To the Honorable Commissioner of Patents and Trademarks

with original documents or copy thereof.

102018402

1. Name of conveying party(ies):

Woodside Biomedical, Inc.
1915 Aston Avenue
Carlsbad, CA 92008

3-11-02



- Individual(s)
 - Association
 - General Partnership
 - Limited Partnership
 - Corporation-State Delaware
 - Other
- Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Grant of IP Security Interest

Execution Date: February 20, 2002

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

Name: Sequel Limited Partnership II

Internal Address: _____

Street Address: 4430 Arapahoe, Suite 220

City: Boulder State: CO ZIP: 80303

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment).
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/594,879 78/000,903 78/083,379

B. Trademark Registration No.(s)

1,944,442 1,832,084 2,495,129
2,507,222 2,512,780

Additional numbers attached? Yes No

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

Name: Cooley Godward LLP

Internal Address: Attn: Ankey To

Street Address: One Maritime Plaza, 20th Floor

City: San Francisco State: CA ZIP: 94111

6. Total number of applications and registration involved: 8

7. Total fee (37 CFR 3.41):..... \$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3115

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

03/14/2002 TDIAZI 00000124 75594879

DO NOT USE THIS SPACE

01 FC-1481 40.00 DP
02 FC-488 Statement and signature. 175.00 DP

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.

Ankey To

March 8, 2002

Date

Total number of pages including cover sheet, attachments, and document: 10

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



GRANT OF IP SECURITY INTEREST (PATENTS AND TRADEMARKS)

THIS GRANT OF IP SECURITY INTEREST (PATENTS AND TRADEMARKS) is dated as of February 20, 2002, by and between WOODSIDE BIOMEDICAL, INC., a Delaware corporation having its chief executive office at 1915 Aston Avenue, Carlsbad, CA 92008 (the "*Assignor*"), and SEQUEL LIMITED PARTNERSHIP II, having a representative office at 4430 Arapahoe, Suite 220, Boulder, CO 80303, in its capacity as the collateral agent on behalf and for the benefit of the Credit Parties (in such capacity, the "*Assignee*"), as each term is defined in the Security Agreement (as defined below).

WHEREAS, pursuant to that Secured Note Purchase Agreement, dated of even date herewith (the "*Purchase Agreement*"), by and among the Assignor and certain purchasers as defined therein (the "*Purchasers*"), the Purchasers have made and have agreed to make certain advances of money and to extend certain financial accommodations to Assignor as evidenced by those Secured Convertible Promissory Notes (the "*Notes*"), to be delivered by Assignor to the Purchasers (collectively, the "*Loans*");

WHEREAS, pursuant to the Intercreditor Agreement, dated of even date herewith (the "*Intercreditor Agreement*"), by and among the Assignee and the Credit Parties, the Assignee has agreed to act as collateral agent for the ratable benefit of the Credit Parties to, among other things, execute this Agreement;

WHEREAS, pursuant to the terms of a Security Agreement, of even date herewith (the "*Security Agreement*"), in favor of the Assignee, for the benefit of the Credit Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral (as defined in the Security Agreement); and

WHEREAS, the Purchasers are willing to make and extend the Loans to and for the benefit of the Assignor, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Credit Parties, in and to, all of Assignor's right, title and interest in and to all Patents and Trademarks (as described below and in the Security Agreement) to secure its payment and performance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Security Agreement are used herein as therein defined.

2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Assignee and the other Credit Parties to enter into the Purchase Agreement and the other Loan Documents and to make and extend the Loans to and for the benefit of the Assignor upon the terms and subject to the conditions thereof, Assignor hereby pledges and hypothecates to the Assignee, on behalf of and for the benefit of the Credit Parties, and hereby grants to the Assignee, on behalf of and for the benefit of the Credit Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under all Patents and Trademarks (as defined in the Security Agreement), including, without limitation, each registered Patent and Trademark and any Patent and Trademark applications listed on *Schedule A* hereto, 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, continuations-in-part and renewals thereof.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Patents and Trademarks and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will, at Assignor's sole cost and expense, execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

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IN WITNESS WHEREOF, each of the parties has caused this Grant of IP Security Interest (Patents and Trademarks) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

WOODSIDE BIOMEDICAL, INC.

By: _____
Name: Garb Brundsworth
Title: CEO

ASSIGNEE:

SEQUEL LIMITED PARTNERSHIP II
By: Sequel Venture Partners II, LLC
Its General Partner

By: _____
Name: _____
Title: Manager

IN WITNESS WHEREOF, each of the parties has caused this Grant of IP Security Interest (Patents and Trademarks) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.


ASSIGNOR:

WOODSIDE BIOMEDICAL, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

SEQUEL LIMITED PARTNERSHIP II
By: Sequel Venture Partners II, LLC
Its General Partner

By:  _____
Name: _____
Title: Manager



SCHEDULE A

PATENT(S)

COUNTRY	PATENT TITLE	PATENT NO.	ISSUE DATE	OWNER OF RECORD	ASSIGNMENT HISTORY
United States	Method and apparatus for sensing and treating bruxism	5,078,153	1/7/92	Woodside Biomedical, Inc.	JY Nordlander, LJ Gallia Maven Labs, Inc. Woodside Biomedical, Inc.
United States	Hip and back exerciser	Design 349,541	8/9/94	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
United States	Exercise method & apparatus for relieving hip and back pain	6,179,756	1/30/01	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
Japan	Exercise device for relieving hip and back pain	969590	9/2/96	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
United Kingdom	An exercise device	Des. 2,031,497	11/2/93	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
United States	Electrotherapy device	5,397,338	3/14/95	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
United States	Nausea control device	4,981,146	1/1/91	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
Canada	Electrical nerve stimulation device for nausea control	1,319,174	6/15/93	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
Japan	Nausea control device	2046809	8/30/95	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
EPO Germany France Spain Great Britain Italy Switzerland Liechtenstein	Nausea control device	0500552	2/8/95	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
South Korea	Nausea control device	122587	9/5/97	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
Mexico	Nausea control device	Utility Model 421	5/29/95	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
Mexico	Industrial model of wrist band	7694	4/28/95	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.

COUNTRY	PATENT TITLE	PATENT NO.	ISSUE DATE	OWNER OF RECORD	ASSIGNMENT HISTORY
United States	Wrist band for relief of stress	D346,029	4/12/94	Solar Wide Industrial, Ltd. (assigned to Woodside 5/25/98)	Solar Wide Industrial, Ltd. Woodside Biomedical, Inc.
Japan	Wrist band used to relieve stress	934434 (Design)	9/8/95	Solar Wide Industrial, Ltd. (assigned to Woodside 5/25/98)	Solar Wide Industrial, Ltd. Woodside Biomedical, Inc.
United Kingdom	Wrist band used to relieve stress	2019846 (Design)	12/27/91	Solar Wide Industrial, Ltd. (assigned to Woodside 5/25/98)	Solar Wide Industrial, Ltd. Woodside Biomedical, Inc.
Germany	Wrist band to relieve stress	9204716 (Design)	2/1/93	Solar Wide Industrial, Ltd. (assigned to Woodside 5/25/98)	Solar Wide Industrial, Ltd. Woodside Biomedical, Inc.
France	Wrist band to relieve stress	317669	Unknown	Solar Wide Industrial, Ltd. (assigned to Woodside 5/25/98)	Solar Wide Industrial, Ltd. Woodside Biomedical, Inc.
United States	Method of suppression and prevention of the Gag reflex	6,192,889	2/27/01	Woodside Biomedical, Inc.	Woodside Biomedical, Inc.
United States	Method and apparatus for low power, regulated output in battery powered electrotherapy devices	6,076,018	6/13/00	Woodside Biomedical, Inc.	Woodside Biomedical, Inc.
United States	Method of blood pressure moderation	6,178,352	1/23/01	Woodside Biomedical, Inc.	Woodside Biomedical, Inc.
United States	Electro-acupuncture method using an electrical stimulator	6,272,383	8/7/01	Woodside Biomedical, Inc.	Woodside Biomedical, Inc.
United States	Method of treatment of dysmenorrhea or relieving menstrual cramps	6,282,443	8/28/01	Woodside Biomedical, Inc.	Woodside Biomedical, Inc.
United States	Automatically modulating acupressure device	6,228,103	5/8/01	Woodside Biomedical, Inc.	Woodside Biomedical, Inc.

PATENT APPLICATION(S)

COUNTRY	PATENT TITLE	APPLICATION NO.	FILING DATE	OWNER OF RECORD	ASSIGNMENT HISTORY
EPO- Spain, Italy, France, Germany, Great Britain, Switzerland	Electrotherapy device	94/913277.3	03/09/94	Woodside Biomedical, Inc.	N/A
United States	Electro-acupuncture device with stimulation electrode assembly	09/722,258	11/24/00	Woodside Biomedical, Inc.	N/A
PCT	Electro-acupuncture device with stimulation electrode assembly	PCT/US01/43506	11/20/01	Woodside Biomedical, Inc.	N/A
Taiwan	Electro-acupuncture device with stimulation electrode assembly	Ref. P2418	11/23/01	Woodside Biomedical, Inc.	N/A
United States	Method of relieving anxiety or promoting relaxation	09/444,581	11/18/99	Woodside Biomedical, Inc.	N/A
United States	Method of treating arthritis pain	09/444,582	11/18/99	Woodside Biomedical, Inc.	N/A
United States	Method of relieving migraines or headaches	09/814,678	03/21/01	Woodside Biomedical, Inc.	N/A
United States	Method of relieving dizziness or vertigo	09/838,537	04/18/01	Woodside Biomedical, Inc.	N/A
United States	Hydrogel and scrim assembly for use with electro-acupuncture device with stimulation electrodes	09/896,977	06/29/01	Woodside Biomedical, Inc.	N/A
United States	Electro-acupuncture device with D-shaped stimulation electrodes	09/896,968	06/29/01	Woodside Biomedical, Inc.	N/A
Australia	Method and apparatus for low power, regulated output in battery powered electrotherapy devices	57949/99	3/21/01	Woodside Biomedical, Inc.	N/A
Canada	Method and apparatus for low power, regulated output in battery powered electrotherapy devices	2342873	3/1/01	Woodside Biomedical, Inc.	N/A

COUNTRY	PATENT TITLE	APPLICATION NO.	FILING DATE	OWNER OF RECORD	ASSIGNMENT HISTORY
EPO	Method and apparatus for low power, regulated output in battery powered electrotherapy devices	99945333.5-2305	3/5/01	Woodside Biomedical, Inc.	N/A
Hong Kong	Method and apparatus for low power, regulated output in battery powered electrotherapy devices	01108567-5	12/6/01	Woodside Biomedical, Inc.	N/A
Japan	Method and apparatus for low power, regulated output in battery powered electrotherapy devices	200-568549	3/5/01	Woodside Biomedical, Inc.	N/A
United States (Continuation of 6,078,018)	Method and apparatus for low power, regulated output in battery powered electrotherapy devices	09/592,706	6/13/00	Woodside Biomedical, Inc.	N/A
PCT	Automatically modulating acupressure device	PCT/US01/0193 1	1/19/01	Woodside Biomedical, Inc.	N/A
United States (Continuation of 6,228,103)	Automatically modulating acupressure device	09/843,436	4/26/01	Woodside Biomedical, Inc.	N/A
United States (Continuation of 178,352)	Method of blood pressure moderation	09/767,062	1/22/01	Woodside Biomedical, Inc.	N/A
United States (Continuation of 6,192,889)	Method of suppression and prevention of the Gag reflex	09/780,759	2/8/01	Woodside Biomedical, Inc.	N/A
United States (Continuation of 6,272,383)	Electro-acupuncture method to relieve premenstrual syndrome	09/923,671	8/6/01	Woodside Biomedical, Inc.	N/A

TRADEMARK APPLICATION(S)

COUNTRY	TRADEMARK DESCRIPTION	APPLICATION NO.	FILING DATE	OWNER OF RECORD	ASSIGNMENT HISTORY
United States	RELIEFPATCH	75/594879	11/24/98	Woodside Biomedical, Inc.	N/A
United States	COMPANION	78/000,903	3/24/00	Woodside Biomedical, Inc.	N/A
Japan	RELIEFBAND	2001-52135	6/8/01	Woodside Biomedical, Inc.	N/A
New Zealand	RELIEFBAND	635109	3/30/01	Woodside Biomedical, Inc.	N/A
Australia	RELIEFBAND	870727	3/27/01	Woodside Biomedical, Inc.	N/A
South Africa	RELIEFBAND	2001/06395	4/17/01	Woodside Biomedical, Inc.	N/A
China	RELIEFBAND	2001 060285	4/16/01	Woodside Biomedical, Inc.	N/A
Hong Kong	RELIEFBAND	2001 05084	3/29/01	Woodside Biomedical, Inc.	N/A
Taiwan	RELIEFBAND	090600069	4/16/01	Woodside Biomedical, Inc.	N/A
Korea	RELIEFBAND	12895/2001	3/28/01	Woodside Biomedical, Inc.	N/A
United States	NAVIGATOR	78/083,379	9/10/01	Woodside Biomedical, Inc.	N/A

TRADEMARK(S)

COUNTRY	TRADEMARK DESCRIPTION	REG. NO.	OWNER OF RECORD	ASSIGNMENT HISTORY
United States	Back Mechanic®	1,944,442	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
United States	RELIEFBAND®	1,832,084	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
Canada	RELIEFBAND®	432,457	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
Mexico	RELIEFBAND®	501365	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
Brazil	RELIEFBAND®	819490156	Woodside Biomedical, Inc.	Maven Labs, Inc. Woodside Biomedical, Inc.
European Union	ReliefBand®	001574532	Woodside Biomedical, Inc.	Woodside Biomedical, Inc.
United States	Explorer®	2,495,129	Woodside Biomedical, Inc.	Woodside Biomedical, Inc.
United States	Discoverer®	2,507,222	Woodside Biomedical, Inc.	Woodside Biomedical, Inc.
United States	Adventurer®	2,512,780	Woodside Biomedical, Inc.	Woodside Biomedical, Inc.