

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NMT Medical, Inc.		06/26/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3110125	BIOSTAR	
Registration Number:	2133272	CARDIOSEAL	
Registration Number:	2443104	NMT MEDICAL	
Registration Number:	2613300	STARFLEX	
Serial Number:	78621348	BIOTREK	
Serial Number:	77411417	GATOR	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	9070804		

CH \$165.00 3110125

900139275

TRADEMARK
REEL: 004029 FRAME: 0561

NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	07/22/2009
Total Attachments: 9 source=NMT Medical#page1.tif source=NMT Medical#page2.tif source=NMT Medical#page3.tif source=NMT Medical#page4.tif source=NMT Medical#page5.tif source=NMT Medical#page6.tif source=NMT Medical#page7.tif source=NMT Medical#page8.tif source=NMT Medical#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("**Bank**") and NMT MEDICAL, 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 as of the date hereof (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 (as each term is described below) 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature page follows.]

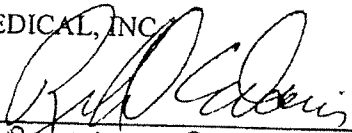
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as a sealed instrument under the laws of the Commonwealth of Massachusetts, as of the first date written above.

Address of Grantor:

NMT Medical, Inc.
27 Wormwood Street
Boston, Massachusetts, 02210
Attn: Richard Davis
Chief Financial Officer
Fax: (617) 737-0924
Email: red@nmtmedical.com

GRANTOR:

NMT MEDICAL, INC

By: 
Name: RICHARD E. DAVIS
Title: Chief Operating Officer

Address of Bank:

One Newton Executive Park, Suite 200
2221 Washington Street, Newton, MA 02462
Attn: Mr. Michael Foley
Fax: (617) 969-5962
Email: mfoley@svb.com

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

TRADEMARK

REEL: 004029 FRAME: 0565

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Address of Grantor:

NMT Medical, Inc.
27 Wormwood Street
Boston, Massachusetts, 02210
Attn: Richard Davis
Chief Financial Officer
Fax: (617) 737-0924
Email: red@nmtmedical.com

GRANTOR:

NMT MEDICAL, INC.

By: _____
Name: _____
Title: _____

Address of Bank:

One Newton Executive Park, Suite 200
2221 Washington Street, Newton, MA 02462
Attn: Mr. Michael Foley
Fax: (617) 969-5962
Email: mfoley@svb.com

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

There are no registered copyrights

EXHIBIT B

Patents
(See attached)

Notes:

Case Number:	Country	SubCase	CaseType	Status	Application #:	Filing Date:	Publication #:	Publication Date:	Patent #:	Issue Date:	Expiration Date:	Title:
106586-184 US2	US		ORD	Published	10690784	14-Jul-04	05-0203759	24-Feb-05				TUBULAR PATENT FORAMEN OVALE (PFO) CLOSURE DEVICE WITH CATCH SYSTEM
106586-204 US2	US		ORD	Published	11235863	26-Sep-05	06-0122647	8-Jun-06				OCCLUDE DEVICE OVALE CLOSURE SYSTEM FOR DELIVERY/RECOVERY OF SUCH OCCLUDE DEVICE
106586-215 US2	US		ORD	Published	11256305	24-Oct-06	07-0118178	24-Mar-07				RADIOLUQUE BIODEGRADABLE OCCLUDE
106586-222 US2	US		ORD	Published	11729837	29-Mar-07	07-024517	18-Oct-07				DEFORMABLE FLAP CATCH MECHANISM FOR OCCLUDE DEVICE
106586-229 US2	US		ORD	Published	11729837	26-Sep-07	08-0077180	27-Mar-08				SCAFFOLD FOR TUBULAR SEPTAL OCCLUDE DEVICE AND TECHNIQUES FOR ATTACHMENT
106586-233 US1	US		CIP	Published	11729837	27-Mar-07	07-024518	18-Oct-07				PATENT FORAMEN OVALE (PFO) CLOSURE DEVICE WITH LINEARLY ELONGATING PETALS
106586-235 US2	US		ORD	Pending	12062985	4-Apr-08	08-0249558	9-Oct-08				IMPLANT RECOVERY DEVICE
10983-0004	US		ORD	Published	10453709	3-Jun-03	040068042	20-May-04				DEVICE WITH BIOLOGICAL TISSUE SCAFFOLD FOR PERCUTANEOUS CLOSURE OF AN INTRACARDIAC DEFECT AND METHODS THEREOF
106586-243	US		ORD	Published	11705380	12-Feb-07	US070186000	23-Aug-07				COUPLING SYSTEM USEFUL IN PLACEMENT OF IMPLANTS
10983-0005	US		CON	Pending	12074272	3-Mar-08	08-0154302	26-Jun-08				FRONT-END LOADER FOR PROSTHETIC OCCLUDE AND METHODS THEREOF
10983-0011	US		CON	Pending	10687747	22-Sep-07	US070179474	8-Jul-04				SYRINGE ACTIVATED-VALVE FOR FLUSHING A CATHETER AND METHODS THEREOF
10983-0012	US		ORD	Published	11094482	28-Dec-06	040133320	2-Aug-07				METHOD FOR MODIFYING A MEDICAL IMPLANT SURFACE FOR PROMOTING TISSUE GROWTH
106586-162 US2	US		ORD	ISSUED	103241602	31-Jul-03	US060091234	17-Apr-08	72026265	22-May-07		3-Jun-25 PATENT FORAMEN OVALE (PFO) CLOSURE METHOD AND DEVICE
106586-185 US1	US		CIP	ISSUED	10389071	14-Mar-03	0301919345	31-Jul-03	72026265	15-Mar-08		15-Nov-24 COUPLING SYSTEM USEFUL IN PLACEMENT OF IMPLANTS
106586-185 US2	US		CIP	ISSUED	10455572	15-Sep-03	040133328	25-Sep-03	7344553	15-Jan-08		28-Nov-22 PFO CLOSURE DEVICE WITH FLEXIBLE THROMBOGENIC JOINT AND IMPROVED DISLODGE MENT RESISTANCE
106586-157 US1	US		ORD	ISSUED	08697832	5-Jul-03	040073242	13-Apr-04	5711293	7-Oct-08		25-Aug-23 PATENT FORAMEN OVALE (PFO) CLOSURE DEVICE WITH RADIAL AND CIRCUMFERENTIAL SUPPORT
106586-158 US2	US		ORD	ISSUED	08733139	18-Oct-06		2-Aug-07	5755778	21-Sep-08		16-Oct-18 ANASTOMOSIS DEVICE
106586-159 US1	US		DIV	ISSUED	08984103	3-Dec-07		26-Mar-08	5921905	13-Jul-08		13-Jul-18 ANASTOMOSIS DEVICE
106586-160 US1	US		ORD	ISSUED	08205106	3-Mar-04		26-Mar-08	5482607	13-Jul-08		3-Mar-14 METHOD FOR ATTACHING A MARKER TO A MEDICAL INSTRUMENT
NMT-002	US		ORD	ISSUED	08778634	3-Jan-07		26-Mar-08	578162	7-Jul-08		3-Jan-17 VESSEL IMPLANTABLE SHAPE MEMORY APPLIANCE WITH SUPERELASTIC HINGED JOINT
NMT-003	US		ORD	ISSUED	09797971	17-Oct-01	0655707-A1	9-May-02	6936058	30-Aug-05		17-Oct-21 OVER-THE-WIRE INTERLOCK ATTACHMENT/DETACHMENT MECHANISM
NMT-006	US		ORD	ISSUED	10236392	8-Sep-02	US 03-0045901-A1	6-Mar-03	7226468	5-Jun-07		17-Oct-24 FLEXIBLE DELIVERY SYSTEM
NMT-01BCP	US		CIP	ISSUED	09401608	22-Sep-06		6-Mar-03	6245012	12-Jun-01		22-Sep-18 FREE STANDING FILTER
NMT-012	US	2	ORD	ISSUED	09666452	21-Sep-00		6-Mar-03	6938381	6-Sep-05		GUIDEWIRE FOR A FREE STANDING INTERVASCULAR DEVICE HAVING AN INTEGRAL STOP MECHANISM, REMOVABLE EMBOLUS BLOOD CLOT FILTER AND FILTER DELIVERY UNIT
NMT-020	US		ORD	ISSUED	10388478	14-Mar-03	040181256	16-Sep-04	7473266	6-Jan-09		15-Jun-24 COLLET-BASED DELIVERY SYSTEM
NMT-023	US		ORD	ISSUED	10944512	17-Sep-04	050085843	21-Apr-05	7419468	2-Sep-08		17-Nov-25 QUICK RELEASE KNOT ATTACHMENT SYSTEM
	US		ORD	ISSUED	10862539	9-Jun-04	050059893	17-Mar-05	7473260	6-Jan-09		21-Mar-26 SUTURE SEVER TUBE

* Note: No record of patent assignment on file. Inventor was NMT employee with valid Assignment of Inventions Agreement.

EXHIBIT C

Trademarks

Description

Trademark Applications Serial No. Filing Date

BIOTREK	78/621348	05/02/05
GATOR	77/411417	03/03/08

Trademark Registrations Reg. No. Reg. Date

BIOSTAR	3110125	01/27/06
CARDIOSEAL	2133272	01/27/98
NMT MEDICAL	2443104	04/10/01
STAR-FLEX	2613300	08/27/02

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

There are no maskworks