

**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
PEAK SURGICAL, INC.		10/02/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	MEDTRONIC, INC.
Street Address:	710 Medtronic Parkway
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55432
Entity Type:	CORPORATION: MINNESOTA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3538956	PEAK
Registration Number:	2679873	PEAK
Serial Number:	77002815	PEAKSURGICAL
Serial Number:	77167862	PEAK SURGICAL
Registration Number:	3531973	PULSAR
Registration Number:	3535127	PULSAR
Registration Number:	3686730	PEAK PLASMA BLADE

**CORRESPONDENCE DATA**

Fax Number: (612)492-7077  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6124927000  
 Email: ip@fredlaw.com  
 Correspondent Name: John C. Pickerill  
 Address Line 1: Fredrikson & Byron, P.A.  
 Address Line 2: 200 South Sixth Street, Suite 4000

OP \$190.00 3538956

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:

John Pickerill

Signature:

/John Pickerill/

Date:

10/12/2009

**Total Attachments: 30**

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**SECURED PARTY IS SUBJECT TO A SUBORDINATION AGREEMENT DATED AS OF THE DATE HEREOF WITH VENTURE LENDING & LEASING V, INC. (AS AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED, THE "SUBORDINATION AGREEMENT") AND ENFORCEMENT OF THIS AGREEMENT IS SUBJECT TO THE SUBORDINATION AGREEMENT.**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is dated as of October 2, 2009, by and between PEAK SURGICAL, INC., a Delaware corporation ("Debtor"), and MEDTRONIC, INC., a Minnesota corporation (the "Secured Party").

**AGREEMENTS:**

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

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Debtor's present or future Obligations (as defined in the Security Agreement, dated the date hereof, by and between the Debtor and the Secured Party, as it may be amended, modified, supplemented, restated or replaced from time to time), Debtor hereby grants a security interest and mortgage to Secured Party, as security, in and to Debtor's entire right, title and interest in, to and under the following intellectual property, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would affect Borrower's rights to such trademarks under to applicable law or (b) any contract, instrument or chattel paper in which Debtor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Debtor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Debtor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Debtor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor is now the sole owner of the Collateral, except for Permitted Liens that are otherwise permitted under Section 9.11 of the Convertible Loan Agreement (the "Credit Agreement") dated the date hereof, by and between the Debtor and the Secured Party, as it may be amended, modified, supplemented, restated or replaced from time to time;

(b) During the term of this Agreement, Debtor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens that are otherwise permitted under Section 9.11 of the Credit Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Debtor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Debtor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Debtor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Debtor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Debtor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Debtor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of any material Trademarks, Patents and Copyrights (ii) promptly advise Secured Party in

writing of known material infringements of any material Trademarks, Patents and/or Copyrights and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public (except for natural expiration or termination at the end of the term if such expiration or termination is in Debtor's best business interest) without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Debtor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within sixty (60) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Debtor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Debtor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Debtor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Debtor shall give Secured Party notice of all such applications or registrations; and

(g) Debtor shall use its reasonable best efforts to avoid the inclusion in any material license agreement to which it becomes a party of any provisions that are enforceable under applicable law that could reasonably be expected to prevent the creation of a security interest in Debtor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Debtor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Debtor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Debtor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Credit Agreement; or

(b) Debtor breaches any warranty or agreement made by Debtor in this Agreement and, if capable of being cured, such breach is not cured within 30 days after the sooner to occur of Debtor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to any officer of Debtor; provided, however that if such breach is not capable of being cured within such 30-day period and Debtor timely notifies Secured Party of such fact and Debtor diligently pursues such cure, then the cure period shall be extended to the date requested in Debtor's notice but in no event more than 90 days from the initial breach;

provided, further, that such additional 60-day opportunity to cure shall not apply in the case of any failure to perform or observe any covenant which has been the subject of a prior failure within the preceding 180 days or which is a willful and knowing breach by Debtor.

5. Amendments. This Agreement can be waived, modified, amended, terminated or discharged, and the security interest granted herein can be released, only explicitly in a writing signed by both parties; provided, however, that Section 7 of this Agreement shall not be waived, modified, amended, terminated or discharged without the prior written consent of Venture Lending & Leasing V, Inc. ("VLL5"). A waiver signed by both parties shall be effective only in the specific instance and for the specific purpose given.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Subordination. This Agreement and each of the covenants, obligations and other requirements of the Debtor hereunder, and the rights of the Secured Party hereunder shall in all respects be subject to the terms and conditions of the Subordination Agreement. In the event of any inconsistency or conflict between the provisions of this Agreement or any document or instrument executed and delivered in connection with this Agreement, including, without limitation, the Credit Agreement, the Note, the Security Agreement and the other Loan Documents (as such terms are defined in the Credit Agreement), and the provisions of the Subordination Agreement, the provisions of the Subordination Agreement shall prevail. VLL5 is an intended third party beneficiary of the terms of this Section 7.

*[Signature Page Follows]*


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR

Address of Debtor:

PEAK SURGICAL, INC.

2464 Embarcadero Way  
Palo Alto, CA 94303  
Attn: Chief Executive Officer

By:   
Name:           JON TIGHE            
Its:           PRES & CEO          

SECURED PARTY

Address of Secured Party:

MEDTRONIC, INC.

World Headquarters  
710 Medtronic Parkway  
Minneapolis, MN 55432-5604

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

With separate copies thereof addressed to:

Attention: General Counsel  
FAX No.: (763) 572-5459

and

Attention: Vice President Corporate  
Development  
FAX No.: (763) 505-2808

and

Attention: Jaime Frias, Esq.  
Vice President and Senior Legal Counsel  
FAX No.: (904) 332-8914

[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR

Address of Debtor:

2464 Embarcadero Way  
Palo Alto, CA 94303  
Attn: Chief Executive Officer

PEAK SURGICAL, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

SECURED PARTY

Address of Secured Party:

World Headquarters  
710 Medtronic Parkway  
Minneapolis, MN 55432-5604

MEDTRONIC, INC.

By: CM VA

Name: Chad Cornell

Its: V.P. Corp. Dev.

With separate copies thereof addressed to:

Attention: General Counsel  
FAX No.: (763) 572-5459

and

Attention: Vice President Corporate  
Development  
FAX No.: (763) 505-2808

and

Attention: Jaime Frias, Esq.  
Vice President and Senior Legal Counsel  
FAX No.: (904) 332-8914

[Signature Page to IP Security Agreement]



EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

See attached.

**EXHIBIT B****Patents****List of Patent and Patent Applications:**

ATTY REF # CLI REF #	COUNTRY	TITLE	APP # FILE DATE	PATENT # GRANT DATE	PARENT # FILE DATE	FILE TYPE	INVENTOR(S)	OWNER	STATUS	PENDING ACTIONS
59599-20001.00	US United States	DEVICES AND METHODS FOR TISSUE WELDING	11/731,644 3/29/2007		60/787,783 3/31/2006 United States	National	PALANKER, DANIEL V. VANKOV, ALEXANDER B.	PEAK Surgical, Inc.	Filed	
59599-20001.40	WO Patent Cooperation Treaty	DEVICES AND METHODS FOR TISSUE WELDING	PCT/US2007/007704 3/29/2007		60/787,783 3/31/2006 United States	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER B.	PEAK Surgical, Inc.	Inactive	
59599-20001.41	AU Australia	DEVICES AND METHODS FOR TISSUE WELDING	2007245098 3/29/2007		PCT/US2007/007704 3/29/2007 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER B.	PEAK Surgical, Inc.	Filed	Req Exam Due 3/29/2012
59599-20001.42	CA Canada	DEVICES AND METHODS FOR TISSUE WELDING	PENDING 3/29/2007		PCT/US2007/007704 3/29/2007 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER B.	PEAK Surgical, Inc.	Filed	Req Exam Due 3/29/2012
59599-20001.43	EP European Patent Convention	DEVICES AND METHODS FOR TISSUE WELDING	077542538 3/29/2007		PCT/US2007/007704 3/29/2007 Patent Cooperation Treaty	PCT/EPC Application	PALANKER, DANIEL V. VANKOV, ALEXANDER B.	PEAK Surgical, Inc.	Filed	
59599-20001.44	JP Japan	DEVICES AND METHODS FOR TISSUE WELDING	2009502982 3/29/2007		PCT/US2007/007704 3/29/2007 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER B.	PEAK Surgical, Inc.	Filed	Req Exam Due 3/29/2010
59599-	US	METHOD AND	09/270,401	6,135,998		National	PALANKER, DANIEL V.	Board of	Granted	

ATTY REF # CLI REF #	COUNTRY	TITLE	APP # FILE DATE	PATENT # GRANT DATE	PARENT # FILE DATE	FILE TYPE	INVENTOR(S)	OWNER	STATUS	PENDING ACTIONS
20002.00	United States	APPARATUS FOR PULSED PLASMA-MEDIATED ELECTROSURGERY IN LIQUID MEDIA	3/16/1999	1079754 Expiry: 03/16/2019				Trustees of the Leland Stanford Junior University		
59599-20002.40	WO Patent Cooperation Treaty	METHOD AND APPARATUS FOR PULSED PLASMA-MEDIATED ELECTROSURGERY IN LIQUID MEDIA	PCT/US00/04688 2/23/2000		09/27/01 3/16/1999 United States	Patent Cooperation Treaty	PALANKER, DANIEL V.	Board of Trustees of the Leland Stanford Junior University	Inactive	
59599-20002.41	EP European Patent Convention	METHOD AND APPARATUS FOR PULSED PLASMA-MEDIATED ELECTROSURGERY IN LIQUID MEDIA	009158569 2/23/2000	1079754 06/21/2006 Expiry: 02/23/2020	PCT/US00/04688 8 2/23/2000 Patent Cooperation Treaty	European Patent Case	PALANKER, DANIEL V.	Board of Trustees of the Leland Stanford Junior University	Granted	
59599-20002.42	JP Japan	METHOD AND APPARATUS FOR PULSED PLASMA-MEDIATED ELECTROSURGERY IN LIQUID MEDIA	2000604767 2/23/2000		PCT/US00/04688 8 2/23/2000 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V.	Board of Trustees of the Leland Stanford Junior University	Abandoned	
59599-20002.43	FR France	METHOD AND APPARATUS FOR PULSED PLASMA-MEDIATED ELECTROSURGERY IN LIQUID MEDIA	009158569 2/23/2000	1079754 06/21/2006 Expiry: 02/23/2020	009158569 2/23/2000 European Patent Convention	European Patent Case	PALANKER, DANIEL V.	Board of Trustees of the Leland Stanford Junior University	Granted	
59599-20002.44	GB United Kingdom	METHOD AND APPARATUS FOR PULSED PLASMA-MEDIATED ELECTROSURGERY IN LIQUID MEDIA	009158569 2/23/2000	1079754 06/21/2006 Expiry: 02/23/2020	009158569 2/23/2000 European Patent Convention	European Patent Case	PALANKER, DANIEL V.	Board of Trustees of the Leland Stanford Junior University	Granted	
59599-20002.45	IE Ireland	METHOD AND APPARATUS FOR PULSED PLASMA-MEDIATED ELECTROSURGERY IN LIQUID MEDIA	009158569 2/23/2000	1079754 06/21/2006 Expiry: 02/23/2020	009158569 2/23/2000 European Patent Convention	European Patent Case	PALANKER, DANIEL V.	Board of Trustees of the Leland Stanford Junior University	Granted	

ATTY REF # CLIENT #	COUNTRY	TITLE	APP # FILE DATE	PATENT # GRANT DATE	PARENT # FILE DATE	FILE TYPE	INVENTOR(S)	OWNER	STATUS	PENDING ACTIONS
		LIQUID MEDIA						Junior University		
59599-20002.46	IT Italy	METHOD AND APPARATUS FOR PULSED PLASMA-MEDIATED ELECTROSURGERY IN LIQUID MEDIA	009158569 2/23/2000	1079754 06/21/2006 Expiry: 02/23/2020	009158569 2/23/2000 European Patent Convention	European Patent Case	PALANKER, DANIEL V.	Board of Trustees of the Leland Stanford Junior University	Granted	
59599-20002.47	DE Germany	METHOD AND APPARATUS FOR PULSED PLASMA-MEDIATED ELECTROSURGERY IN LIQUID MEDIA	600288870 2/23/2000	1079754 06/21/2006 Expiry: 02/23/2020	PCT/US00/0468 8 2/23/2000 Patent Cooperation Treaty	European Patent Case	PALANKER, DANIEL V.	Board of Trustees of the Leland Stanford Junior University	Granted	
59599-20003.00	US United States	MICROFLUIDIC DEVICES AND METHODS FOR PRODUCING PULSED MICROFLUIDIC JETS IN A LIQUID ENVIRONMENT	09/683,117 11/20/2001	6,913,605 07/05/2005 Expiry: 11/20/2021	60/135,827 5/21/1999 United States	National	FLETCHER, DANIEL A. PALANKER, DANIEL	Board of Trustees of the Leland Stanford Junior University	Granted	
59599-20003.01	US United States	MICROFLUIDIC DEVICES AND METHODS FOR PRODUCING PULSED MICROFLUIDIC JETS IN A LIQUID ENVIRONMENT	11/149,675 6/9/2005		09/683,117 11/20/2001 United States	National	FLETCHER, DANIEL A. PALANKER, DANIEL V.	Board of Trustees of the Leland Stanford Junior University	Abandoned	
59599-20003.40	WO Patent Cooperation Treaty	MICROFLUIDIC DEVICES AND METHODS FOR PRODUCING PULSED MICROFLUIDIC JETS IN A LIQUID ENVIRONMENT	PCT/US00/13762 5/19/2000		60/135,827 5/21/1999 United States	Patent Cooperation Treaty	FLETCHER, DANIEL A. PALANKER, DANIEL V.	Board of Trustees of the Leland Stanford Junior University	Inactive	
59599-20003.41	DE Germany	MICROFLUIDIC DEVICES AND METHODS FOR PRODUCING PULSED MICROFLUIDIC JETS IN A LIQUID ENVIRONMENT	100846130 5/19/2000		PCT/US00/13762 5/19/2000 Patent Cooperation Treaty	National	FLETCHER, DANIEL A. PALANKER, DANIEL V.	Board of Trustees of the Leland Stanford Junior University	Filed	
59599-	JP	MICROFLUIDIC DEVICES	2000619354		PCT/US00/1376	Patent	FLETCHER, DANIEL A.	Board of Trustees of the Leland Stanford Junior University	Abandoned	

ATTY REF # CLI REF #	COUNTRY	TITLE	APP # FILE DATE	PATENT # GRANT DATE	PARENT # FILE DATE	FILE TYPE	INVENTOR(S)	OWNER	STATUS	PENDING ACTIONS
20003.42	Japan	AND METHODS FOR PRODUCING PULSED MICROFLUIDIC JETS IN A LIQUID ENVIRONMENT	5/19/2000		2 5/19/2000 Patent Cooperation Treaty	Cooperation Treaty	PALANKER, DANIEL V.	Trustees of the Leland Stanford Junior University		
59599-20004.00	US United States	SURGICAL PROBE FOR USE IN LIQUID MEDIA	09/976,849 10/12/2001	6,730,075 05/04/2004 Expiry: 10/12/2021		National	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Granted	
59599-20004.40	WO Patent Cooperation Treaty	SURGICAL PROBE FOR USE IN LIQUID MEDIA	PCT/US02/29 063 9/12/2002		09/976,849 10/12/2001 United States	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Inactive	
59599-20005.00	US United States	METHOD AND APPARATUS FOR PLASMA-MEDIATED THERMO-ELECTRICAL ABLATION	10/137,814 5/3/2000	6,780,178 08/24/2004 Expiry: 05/03/2020		National	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Granted	
59599-20005.01	US United States	METHOD AND APPARATUS FOR PLASMA-MEDIATED THERMO-ELECTRICAL ABLATION	10/825,716 4/16/2004	7,238,185 07/03/2007 Expiry: 05/03/2022	10/137,814 5/3/2002 United States	National	PALANKER, DANIEL V. VANKOV, ALEXANDER B.	The Board of Trustees of the Leland Stanford Junior University	Granted	
59599-20005.02	US United States	METHOD AND APPARATUS FOR PLASMA-MEDIATED THERMO-ELECTRICAL ABLATION	11/726,782 3/22/2007		10/825,716 4/16/2004 United States	National	PALANKER, DANIEL V. VANKOV, ALEXANDER B.	Board of Trustees of the Leland Stanford Junior University	Filed	
59599-20005.20	US United States	METHOD AND APPARATUS FOR PLASMA-MEDIATED THERMO-ELECTRICAL ABLATION	11/784,382 4/6/2007		10/825,716 4/16/2004 United States	National	PALANKER, DANIEL V. VANKOV, ALEXANDER B.	The Board of Trustees of the Leland Stanford Junior University	Filed	

ATTY REF # CLI REF #	COUNTRY	TITLE	APP # FILE DATE	PATENT # GRANT DATE	PARENT # FILE DATE	FILE TYPE	INVENTOR(S)	OWNER	STATUS	PENDING ACTIONS
		ABLATION						Stanford University		
59599-20005.40	WO Patent Cooperation Treaty	METHOD AND APPARATUS FOR PLASMA-MEDIATED THERMO-ELECTRICAL ABLATION	PCT/US03/13874 5/2/2003		10/137,814 5/3/2002 United States	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER B.	Board of Trustees of the Leland Stanford Junior University	Inactive	
59599-20005.41	EP European Patent Convention	METHOD AND APPARATUS FOR PLASMA-MEDIATED THERMO-ELECTRICAL ABLATION	037339306 5/2/2003		PCT/US03/13874 5/2/2003 Patent Cooperation Treaty	European Patent Case	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Filed	
59599-20005.42	JP Japan	METHOD AND APPARATUS FOR PLASMA-MEDIATED THERMO-ELECTRICAL ABLATION	2004500711 5/3/2003		PCT/US03/13874 5/2/2003 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Abandoned	
59599-20005.43	WO Patent Cooperation Treaty	METHOD AND APPARATUS FOR PLASMA-MEDIATED THERMO-ELECTRICAL ABLATION	PCT/US2008/004460 4/4/2008		11/784,382 4/6/2007 United States	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER B.	The Board of Trustees of the Leland Stanford University	Filed	30 M Convt Ntnl 10/6/2009
59599-20006.00	US United States	ELECTROSURGICAL SYSTEM WITH UNIFORMLY ENHANCED ELECTRIC FIELD AND MINIMAL COLLATERAL DAMAGE	10/779,529 2/13/2004	7,357,802 04/15/2008 Expiry: 02/13/2024	60/447,715 2/14/2003 United States	National	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Granted	
59599-20006.10	US United States	METHOD FOR ELECTROSURGERY WITH ENHANCED ELECTRIC FIELD AND MINIMAL TISSUE DAMAGE	11/983,648 11/9/2007		10/779,529 2/13/2004 United States	National	PALANKER, DANIEL V. VANKOV, ALEXANDER	The Board of Trustees of the Leland Stanford University	Filed	
59599-	US	ELECTROSURGICAL	11/787,500		10/779,529	National	PALANKER, DANIEL V.	The Board	Filed	Final OA

TRADEMARK  
REEL: 004076 FRAME: 0581

ATTY REF # CLI REF #	COUNTRY	TITLE	APP # FILE DATE	PATENT # GRANT DATE	PARENT # FILE DATE	FILE TYPE	INVENTOR(S)	OWNER	STATUS	PENDING ACTIONS
20006.20	United States	SYSTEM WITH UNIFORMLY ENHANCED ELECTRIC FIELD AND MINIMAL COLLATERAL DAMAGE	4/16/2007		2/13/2004 United States		VANKOV, ALEXANDER B.	Trustees of the Leland Stanford University		RESP DUE - 8/11/2009 (final deadline 11/11/2009)
59599-20006.40	WO Patent Cooperation Treaty	ELECTROSURGICAL SYSTEM WITH UNIFORMLY ENHANCED ELECTRIC FIELD AND MINIMAL COLLATERAL DAMAGE	PCT/US2004/004290 2/13/2004		60/447,715 2/14/2003 United States	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Inactive	
59599-20006.41	EP European Patent Convention	ELECTROSURGICAL SYSTEM WITH UNIFORMLY ENHANCED ELECTRIC FIELD AND MINIMAL COLLATERAL DAMAGE	047111349 2/13/2004		PCT/US2004/004290 2/13/2004 Patent Cooperation Treaty	PCT/EPC Application	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Filed	2/25/2009
59599-20006.42	JP Japan	ELECTROSURGICAL SYSTEM WITH UNIFORMLY ENHANCED ELECTRIC FIELD AND MINIMAL COLLATERAL DAMAGE	2006503559 2/13/2004		PCT/US2004/004290 2/13/2004 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Filed	
59599-20006.43	WO Patent Cooperation Treaty	ELECTROSURGICAL SYSTEM WITH UNIFORMLY ENHANCED ELECTRIC FIELD AND MINIMAL COLLATERAL DAMAGE	PCT/US2008/004806 4/11/2008		11/787,500 4/16/2007 United States	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER B.	The Board of Trustees of the Leland Stanford University	Filed	30 M Convt Ntml 10/16/2009
59599-20007.00	US United States	ELECTRO-ADHESIVE TISSUE MANIPULATOR	10/871,697 6/18/2004		60/479,825 6/18/2003 United States	National	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Abandoned	
59599-20007.10	US United States	ELECTRO-ADHESIVE TISSUE MANIPULATION METHOD	11/974,611 10/12/2007		10/871,697 6/18/2004 United States	National	PALANKER, DANIEL VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford	Filed	Final OA RESP DUE - 7/24/2009 (final)



ATTY REF # CLI REF #	COUNTRY	TITLE	APP # FILE DATE	PATENT # GRANT DATE	PARENT # FILE DATE	FILE TYPE	INVENTOR(S)	OWNER	STATUS	PENDING ACTIONS
59599-20007.40	WO Patent Cooperation Treaty	ELECTRO-ADHESIVE TISSUE MANIPULATOR	PCT/US2004/ 019785 6/18/2004		60/479,825 6/18/2003 United States	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	Junior University  Board of Trustees of the Leland Stanford Junior University	Inactive	deadline 10/24/2009)
59599-20007.41	AU Australia	ELECTRO-ADHESIVE TISSUE MANIPULATOR	2004249284 6/18/2004		PCT/US2004/01 9785 6/18/2004 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Abandoned	
59599-20007.42	CA Canada	ELECTRO-ADHESIVE TISSUE MANIPULATOR	2529512 6/18/2004		PCT/US2004/01 9785 6/18/2004 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Filed	Req Exam Due 6/18/2009
59599-20007.43	EP European Patent Convention	ELECTRO-ADHESIVE TISSUE MANIPULATOR	047557400 6/18/2004		PCT/US2004/01 9785 6/18/2004 Patent Cooperation Treaty	European Patent Case	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Abandoned	
59599-20007.44	JP Japan	ELECTRO-ADHESIVE TISSUE MANIPULATOR	2006517483 6/18/2004		PCT/US2004/01 9785 6/18/2004 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Filed	
59599-20007.45	MX Mexico	ELECTRO-ADHESIVE TISSUE MANIPULATOR	PAA20050137 61 6/18/2004		PCT/US2004/01 9785 6/18/2004 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Filed	

ATTY REF # CLI REF #	COUNTRY	TITLE	APP # FILE DATE	PATENT # GRANT DATE	PARENT # FILE DATE	FILE TYPE	INVENTOR(S)	OWNER	STATUS	PENDING ACTIONS
59599-20007.46	NZ New Zealand	ELECTRO-ADHESIVE TISSUE MANIPULATOR	544092 6/18/2004	544092 12/11/2008 Expiry: 06/18/2024	PCT/US2004/01 9785 6/18/2004 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Abandoned	
59599-20007.47	HK Hong Kong	ELECTRO-ADHESIVE TISSUE MANIPULATOR	061116566 10/23/2006		047557400 6/18/2004 European Patent Convention	European Patent Case	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Abandoned	
59599-20008.00	US United States	METHOD AND DEVICES FOR THE NON-THERMAL, ELECTRICALLY-INDUCED CLOSURE OF BLOOD VESSELS	11/663,672 9/20/2005		PCT/US2005/03 3856 9/20/2005 Patent Cooperation Treaty	National	PALANKER, DANIEL V. VANKOV, ALEXANDER B.	The Board of Trustees of the Leland Stanford University	Filed	
59599-20008.40	WO Patent Cooperation Treaty	METHOD AND DEVICES FOR THE NON-THERMAL, ELECTRICALLY-INDUCED CLOSURE OF BLOOD VESSELS	PCT/US2005/ 033856 9/20/2005		60/612,835 9/24/2004 United States	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Inactive	
59599-20008.41	AU Australia	METHOD AND DEVICES FOR THE NON-THERMAL, ELECTRICALLY-INDUCED CLOSURE OF BLOOD VESSELS	2005289828 9/20/2005		PCT/US2005/03 3856 9/20/2005 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	The Board of Trustees of the Leland Stanford University	Filed	Req Exam Due 9/20/2010
59599-20008.42	CA Canada	METHOD AND DEVICES FOR THE NON-THERMAL, ELECTRICALLY-INDUCED CLOSURE OF BLOOD VESSELS	2581432 9/20/2005		PCT/US2005/03 3856 9/20/2005 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	The Board of Trustees of the Leland Stanford University	Abandoned	
59599-20008.43	EP European Patent	METHOD AND DEVICES FOR THE NON-THERMAL, ELECTRICALLY-INDUCED	057988677 9/20/2005		PCT/US2005/03 3856 9/20/2005	PCT/EPC Application	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford University	Filed	

ATTY REF # CLI REF #	COUNTRY	TITLE	APP # FILE DATE	PATENT # GRANT DATE	PARENT # FILE DATE	FILE TYPE	INVENTOR(S)	OWNER	STATUS	PENDING ACTIONS
	Convention	CLOSURE OF BLOOD VESSELS			Patent Cooperation Treaty			Standford Junior University		
59599-20008.44	JP Japan	METHOD AND DEVICES FOR THE NON-THERMAL, ELECTRICALLY-INDUCED CLOSURE OF BLOOD VESSELS	2007533612 9/20/2005		PCT/US2005/033856 9/20/2005 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Abandoned	
59599-20008.45	MX Mexico	METHOD AND DEVICES FOR THE NON-THERMAL, ELECTRICALLY-INDUCED CLOSURE OF BLOOD VESSELS	MXA2007003095 9/20/2005		PCT/US2005/033856 9/20/2005 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	Board of Trustees of the Leland Stanford Junior University	Filed	
59599-20008.46	NZ New Zealand	METHOD AND DEVICES FOR THE NON-THERMAL, ELECTRICALLY-INDUCED CLOSURE OF BLOOD VESSELS	553915 9/20/2005		PCT/US2005/033856 9/20/2005 Patent Cooperation Treaty	Patent Cooperation Treaty	PALANKER, DANIEL V. VANKOV, ALEXANDER	The Board of Trustees of the Leland Stanford Junior University	Filed	
59599-20010.00	US United States	ELECTRIC PLASMA-MEDIATED CUTTING AND COAGULATION OF TISSUE AND SURGICAL APPARATUS	11/982,734 11/1/2007		60/856,549 11/2/2006 United States	National	DAVISON, PAUL O. PALANKER, DANIEL V. VANKOV, ALEXANDER B.	PEAK Surgical, Inc.	Filed	
59599-20010.40	WO Patent Cooperation Treaty	PROBE FOR CUTTING COAGULATION AND FULGURATION	PCT/US2007/023130 11/1/2007		60/856,549 11/2/2006 United States	Patent Cooperation Treaty	PALANKER, DANIEL V. DAVISON, PAUL O. VANKOV, ALEXANDER B.	PEAK Surgical, Inc.	Filed	
59599-20012.00	US United States	METHOD FOR LOW TEMPERATURE ELECTROSURGERY AND RF GENERATOR	12/136,683 6/10/2008			National	VANKOV, ALEXANDER B.	PEAK Surgical, Inc.	Filed	Frngn File DEADLINE 6/10/2009
59599-20013.00	US United States	ELECTROSURGICAL DEVICES FOR TONSILLECTOMY AND	12/348,722 1/5/2009			National	MCNALL, RALPH I. III CHANG, KAY W. DAVISON, PAUL O.	PEAK Surgical, Inc.	Filed	

ATTY REF # CLI REF #	COUNTRY	TITLE	APP # FILE DATE	PATENT # GRANT DATE	PARENT # FILE DATE	FILE TYPE	INVENTOR(S)	OWNER	STATUS	PENDING ACTIONS
59599- 20013.40	WO Patent Cooperation Treaty	ADENOIDECTOMY ELECTROSURGICAL DEVICES FOR TONSILLECTOMY AND ADENOIDECTOMY	PCT/US2009/ 030180 1/6/2009		12/348,722 1/5/2009 United States	Patent Cooperation Treaty	MCNALL, III, RALHP I. CHANG, KAY W. DAVISON, PAUL O.	PEAK Surgical, Inc.	Filed	30 M Convrt Ntml 7/5/2011

EXHIBIT C

Trademarks

See attached.

Status Report for PEAK Surgical, Inc.  
 Client Number: 59599  
 October 2, 2009

<u>MoFo Matter Number</u>	<u>Mark Serial Number Registration Number Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
59599-6001.000	PEAK Serial No: 78/949,359 Reg. No: 3,538,956  PEAK Surgical, Inc.	United States	<b>Class: 10</b> Medical, dental and veterinary apparatus, namely, plasma blades for the performances of electro-surgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels	Registered App Date: 8/10/2006 Reg Date: 11/25/2008  <b>8&amp;15 Due Date: 11/25/2014</b>  Cancellation action filed by DePuy, Inc. pending at TTAB
59599-6001.001	PEAK Serial No: 76/229,068 Reg. No: 2,679,873  PEAK Surgical, Inc.	United States	<b>Class: 10</b> Medical instruments for cutting tissue, namely, surgical knives	Registered App Date: 3/21/2001 Reg Date: 1/28/2003  <b>Renewal Date: 1/28/2013</b>  Cancellation action filed by DePuy, Inc. pending at TTAB
59599-6001.100	PEAK Serial No: 1129388 Reg. No: 1129388  PEAK Surgical, Inc.	Australia	<b>Class: 10</b> Medical, dental and veterinary devices for the performance of electro-surgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels	Registered App Date: 8/11/2006 Reg Date: 3/19/2008  <b>Renewal Date: 8/11/2016</b>
59599-6001.101	PEAK Serial No: 1312686 Reg. No:  PEAK Surgical, Inc.	Canada	<b>Goods:</b> Medical, dental and veterinary devices for the performance of electro-surgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels	Filed App Date: 8/11/2006 Allowed 11/16/2007  <b>Use Declaration/Reg Fees Due: 2/10/2010</b>

59599-6001.102	<b>PEAK</b> Serial No: 005303706 Reg. No: 005303706  PEAK Surgical, Inc.	Europe *	<b>Class: 10</b> Medical, dental and veterinary devices: medical, dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels	Registered App Date: 8/15/2006 Reg Date: 2/11/2008  <b>Renewal Date: 8/15/2016</b>
59599-6001.104	<b>PEAK</b> Serial No: 828957037 Reg. No:  PEAK Surgical, Inc.	Brazil	<b>Class: 10</b> Medical, dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels	Filed App Date: 1/31/2007  No action – awaiting examination
59599-6001.105	<b>PEAK</b> Serial No: 5672379 Reg. No:  PEAK Surgical, Inc.	China P.R.	<b>Class: 10</b> Medical, dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels	Filed App Date: 10/20/2006  No action – awaiting publication
59599-6001.106	<b>PEAK</b> Serial No: 1886102 Reg. No: 1886102  PEAK Surgical, Inc.	Argentina	<b>Class: 10</b> Surgical apparatus and instruments; medical instruments to cut tissue	Registered App Date: 9/19/2002 Reg Date: 9/19/2002  <b>Renewal Date: 9/19/2012</b>
59599-6001.107	<b>PEAK</b> Serial No: 866873 Reg. No: 866873  PEAK Surgical, Inc.	Australia	<b>Class: 10</b> Surgical apparatus and instruments; medical instruments to cut tissue	Registered App Date: 2/20/2001 Reg Date: 8/2/2001  <b>Renewal Date: 2/20/2011</b>



\* European Community Trademark Countries: Austria, Benelux (Belgium, The Netherlands & Luxembourg), Bulgaria, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Portugal, Romania, Spain, Sweden, United Kingdom, Cyprus, The Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, and Slovenia.





59599-6001.108	<b>PEAK</b> Serial No: 823700895 Reg. No:  PEAK Surgical, Inc.	Brazil	<b>Class: 10</b> Equipment and surgical instruments; medical instruments for cutting of tissue	Filed App Date: 3/29/2001  No action – awaiting publication
59599-6001.109	<b>PEAK</b> Serial No: 606803 Reg. No: TMA606803  PEAK Surgical, Inc.	Canada	<b>Goods:</b> Surgical instruments (excluding introducer kits for catheters and guide wires); medical instruments to cut tissue, namely avalanche knives	Registered App Date: 2/21/2001 Reg Date: 4/1/2004  <b>Renewal Date: 4/1/2019</b>
59599-6001.110	<b>PEAK</b> Serial No: 5472001 Reg. No: 223368  PEAK Surgical, Inc.	Ireland	<b>Class: 10</b> Surgical apparatus and instruments; medical instruments to cut tissue not including needles and syringes	Registered App Date: 2/19/2001 Reg Date: 2/20/2001  <b>Renewal Date: 2/18/2011</b>
59599-6001.111	<b>PEAK</b> Serial No: 300870019 Reg. No: 30087001  PEAK Surgical, Inc.	Germany	<b>Class: 10</b> Surgical apparatus and instruments; medical instruments for cutting of fabrics	Registered App Date: 11/30/2000 Reg Date: 6/19/2001  <b>Renewal Date: 11/30/2010</b>
59599-6001.112	<b>PEAK</b> Serial No: 479074 Reg. No: 815515  PEAK Surgical, Inc.	Mexico	<b>Class: 10</b> Apparatus and surgical instruments, medical instruments for cutting fabrics	Registered App Date: 4/3/2001 Reg Date: 11/27/2003  <b>Renewal Date: 4/3/2011</b>







<p>59599-6001.113</p>	<p><b>PEAK</b> Serial No: IR762103 Reg. No: IR762103  PEAK Surgical, Inc.</p>	<p>International Register Countries designated: - Austria - Benelux - Denmark - Finland - Greece - Italy - Portugal - Spain - Sweden - Switzerland - United Kingdom</p>	<p><b>Class: 10</b> Surgical apparatus and instruments, medical instruments for cutting tissue</p>	<p>Registered App Date: 6/19/2001 Reg Date: 6/19/2001  <b>Renewal Date: 6/19/2011</b></p>
<p>59599-6001.114</p>	<p><b>PEAK</b> Serial No: IR762103 Reg. No: IR762103  PEAK Surgical, Inc.</p>	<p>Austria</p>	<p><b>Class: 10</b> Surgical apparatus and instruments, medical instruments for cutting tissue</p>	<p>Registered App Date: 6/19/2001 Reg Date: 6/19/2001  <b>Renewal Date: 6/19/2011</b></p>
<p>59599-6001.115</p>	<p><b>PEAK</b> Serial No: IR762103 Reg. No: IR762103  PEAK Surgical, Inc.</p>	<p>Benelux</p>	<p><b>Class: 10</b> Surgical apparatus and instruments, medical instruments for cutting tissue</p>	<p>Registered App Date: 6/19/2001 Reg Date: 6/19/2001  <b>Renewal Date: 6/19/2011</b></p>
<p>59599-6001.116</p>	<p><b>PEAK</b> Serial No: IR762103 Reg. No: IR762103  PEAK Surgical, Inc.</p>	<p>Denmark</p>	<p><b>Class: 10</b> Surgical apparatus and instruments, medical instruments for cutting tissue</p>	<p>Registered App Date: 6/19/2001 Reg Date: 6/19/2001  <b>Renewal Date: 6/19/2011</b></p>





59599-6001.117	<p><b>PEAK</b> Serial No: IR762103 Reg. No: IR762103</p> <p>PEAK Surgical, Inc.</p>	Finland	<p><b>Class: 10</b> Medical instruments for cutting tissue</p>	<p>Registered App Date: 6/19/2001 Reg Date: 6/19/2001</p> <p><b>Renewal Date: 6/19/2011</b></p>
59599-6001.118	<p><b>PEAK</b> Serial No: IR762103 Reg. No: IR762103</p> <p>PEAK Surgical, Inc.</p>	Greece	<p><b>Class: 10</b> Surgical apparatus and instruments, medical instruments for cutting tissue</p>	<p>Registered App Date: 6/19/2001 Reg Date: 6/19/2001</p> <p><b>Renewal Date: 6/19/2011</b></p>
59599-6001.119	<p><b>PEAK</b> Serial No: IR762103 Reg. No: IR762103</p> <p>PEAK Surgical, Inc.</p>	Italy	<p><b>Class: 10</b> Surgical apparatus and instruments, medical instruments for cutting tissue</p>	<p>Registered App Date: 6/19/2001 Reg Date: 6/19/2001</p> <p><b>Renewal Date: 6/19/2011</b></p>
59599-6001.120	<p><b>PEAK</b> Serial No: IR762103 Reg. No: IR762103</p> <p>PEAK Surgical, Inc.</p>	Portugal	<p><b>Class: 10</b> Surgical apparatus and instruments, medical instruments for cutting tissue</p>	<p>Registered App Date: 6/19/2001 Reg Date: 6/19/2001</p> <p><b>Renewal Date: 6/19/2011</b></p>
59599-6001.121	<p><b>PEAK</b> Serial No: IR762103 Reg. No: IR762103</p> <p>PEAK Surgical, Inc.</p>	Spain	<p><b>Class: 10</b> Surgical apparatus and instruments, medical instruments for cutting tissue</p>	<p>Registered App Date: 6/19/2001 Reg Date: 6/19/2001</p> <p><b>Renewal Date: 6/19/2011</b></p>
59599-6001.122	<p><b>PEAK</b> Serial No: IR762103 Reg. No: IR762103</p> <p>PEAK Surgical, Inc.</p>	Sweden	<p><b>Class: 10</b> Medical instruments for cutting tissue</p>	<p>Registered App Date: 6/19/2001 Reg Date: 6/19/2001</p> <p><b>Renewal Date: 6/19/2011</b></p>

59599-6001.123	<p><b>PEAK</b> Serial No: IR762103 Reg. No: IR762103</p> <p>PEAK Surgical, Inc.</p>	Switzerland	<p><b>Class: 10</b> Surgical apparatus and instruments, medical instruments for cutting tissue</p>	<p>Registered App Date: 6/19/2001 Reg Date: 6/19/2001</p> <p><b>Renewal Date: 6/19/2011</b></p>
59599-6001.124	<p><b>PEAK</b> Serial No: IR762103 Reg. No: IR762103</p> <p>PEAK Surgical, Inc.</p>	United Kingdom	<p><b>Class: 10</b> Surgical apparatus and instruments, medical instruments for cutting tissue</p>	<p>Registered App Date: 6/19/2001 Reg Date: 6/19/2001</p> <p><b>Renewal Date: 6/19/2011</b></p>
59599-6001.125	<p><b>PEAK</b> Serial No: 583952007 Reg. No: 564784</p> <p>PEAK Surgical, Inc.</p>	Switzerland	<p><b>Class: 10</b> Medical, dental and veterinary apparatus, namely plasma blades for the performance of electro-surgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Registered App Date: 8/3/2007 Reg Date: 11/20/2007</p> <p><b>Renewal Date: 8/3/2017</b></p>
59599-6002.000	<p><b>PEAK SURGICAL LOGO</b> Serial No: 77/002,815 Reg. No:</p>  <p>PEAK Surgical, Inc.</p>	United States	<p><b>Class: 10</b> Medical, dental and veterinary apparatus, namely plasma blades for the performance of electro-surgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Filed - Intent to Use App Date: 9/19/2006 Suspended 3/27/2008</p> <p>Suspended pending the disposition of Serial No. 77/160,280 for PEAK &amp; Design in the name of Peak International Limited</p>
59599-6002.100	<p><b>PEAK SURGICAL LOGO</b> Serial No: 1137072 Reg. No: 1137072</p>  <p>PEAK Surgical, Inc.</p>	Australia	<p><b>Class: 10</b> Medical dental and veterinary devices for the performance of electro-surgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Registered App Date: 9/21/2006 Reg Date: 3/19/2008</p> <p><b>Renewal Date: 9/21/2016</b></p>

<p>59599-6002.101</p> <p>PEAK SURGICAL LOGO Serial No: 828957010 Reg. No:  PEAK Surgical, Inc.</p>	<p>Brazil</p>	<p><b>Class: 10</b> Medical dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Filed App Date: 1/31/2007 Published 3/6/2007 No action – awaiting registration</p>
<p>59599-6002.103</p> <p>PEAK SURGICAL LOGO Serial No: 5669531 Reg. No:  PEAK Surgical, Inc.</p>	<p>China P.R.</p>	<p><b>Class: 10</b> Medical, dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Filed App Date: 10/19/2006 Reg Date: No action – awaiting publication</p>
<p>59599-6002.104</p> <p>PEAK SURGICAL LOGO Serial No: 005380191 Reg. No: 005380191  PEAK Surgical, Inc.</p>	<p>Europe *</p>	<p><b>Class: 10</b> Surgical, medical, dental and veterinary apparatus and instruments; medical, dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Registered App Date: 9/27/2006 Reg Date: 10/4/2007 <b>Renewal Date: 9/27/2016</b></p>
<p>59599-6002.105</p> <p>PEAK SURGICAL LOGO Serial No: 808173 Reg. No: 1045669  PEAK Surgical, Inc.</p>	<p>Mexico</p>	<p><b>Class: 10</b> Medical dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Registered App Date: 9/21/2006 Reg Date: 6/19/2008 <b>Renewal Date: 9/21/2016</b></p>


\* European Community Trademark Countries: Austria, Benelux (Belgium, The Netherlands & Luxembourg), Bulgaria, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Portugal, Romania, Spain, Sweden, United Kingdom, Cyprus, The Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, and Slovenia.

<p>59599-6003.000</p> <p><b>PEAK SURGICAL LOGO (NEW)</b>                  Serial No: 77167,862                  Reg. No:                   PEAK Surgical, Inc.</p>	<p>United States</p>	<p><b>Class: 10</b>                  Medical, dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Filed - Intent to Use                  App Date: 4/27/2007                  Suspended 2/13/2008</p> <p>Suspended pending the disposition of Serial No. 77/160,280 for PEAK &amp; Design in the name of Peak International Limited</p>
<p>59599-6003.100</p> <p><b>PEAK SURGICAL LOGO (NEW)</b>                  Serial No: 1200811                  Reg. No: 1200811                    PEAK Surgical, Inc.</p>	<p>Australia</p>	<p><b>Class: 10</b>                  Medical, dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Registered                  App Date: 9/24/2007                  Reg Date: 3/31/2008</p> <p><b>Renewal Date: 9/24/2017</b></p>
<p>59599-6003.101</p> <p><b>PEAK SURGICAL LOGO (NEW)</b>                  Serial No: 829434488                  Reg. No:                   PEAK Surgical, Inc.</p>	<p>Brazil</p>	<p><b>Class: 10</b>                  Medical, dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Filed                  App Date: 10/23/2007                  Published 9/16/2008</p> <p>No action – awaiting examination</p>
<p>59599-6003.102</p> <p><b>PEAK SURGICAL LOGO (NEW)</b>                  Serial No: 1364665                  Reg. No:                   PEAK Surgical, Inc.</p>	<p>Canada</p>	<p><b>Goods:</b>                  Medical, dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Filed                  App Date: 9/21/2007                  Allowed 9/5/2008</p> <p><b>Use Declaration/Reg Fees Due: 9/20/2010</b></p>



<p>59599-6003.103</p> <p><b>PEAK SURGICAL LOGO (NEW)</b>                  Serial No: 6297473                  Reg. No:                    PEAK Surgical, Inc.</p>	<p>China P.R.</p>	<p><b>Class: 10</b>                  Medical, dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Filed                  App Date: 9/26/2007                  No action – awaiting publication</p>
<p>59599-6003.104</p> <p><b>PEAK SURGICAL LOGO (NEW)</b>                  Serial No: 006362586                  Reg. No: 006362586                    PEAK Surgical, Inc.</p>	<p>Europe**</p>	<p><b>Class: 10</b>                  Surgical, medical, dental and veterinary apparatus and instruments; medical, dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Registered                  App Date: 10/2/2007                  Reg Date: 9/11/2008  <b>Renewal Date: 10/2/2017</b></p>
<p>59599-6003.105</p> <p><b>PEAK SURGICAL LOGO (NEW)</b>                  Serial No: 884469                  Reg. No: 1057916                    PEAK Surgical, Inc.</p>	<p>Mexico</p>	<p><b>Class: 10</b>                  Medical, dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Registered                  App Date: 9/24/2007                  Reg Date: 8/29/2008  <b>P</b>  <b>Renewal Date: 9/24/2017</b></p>
<p>59599-6003.106</p> <p><b>PEAK SURGICAL LOGO (NEW)</b>                  Serial No: 606512007                  Reg. No: 566264                    PEAK Surgical, Inc.</p>	<p>Switzerland</p>	<p><b>Class: 10</b>                  Medical, dental and veterinary devices for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Registered                  App Date: 9/26/2007                  Reg Date: 1/4/2008  <b>Renewal Date: 9/26/2017</b></p>

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59599-6004.000	<p><b>PULSAR</b> Serial No: 77/243,597 Reg. No: 3,531,973</p> <p>PEAK Surgical, Inc.</p>	United States	<p><b>Class: 7</b> Medical, dental and veterinary apparatus, namely electric generators for electrosurgical devices</p>	<p>Registered App Date: 7/31/2007 Reg Date: 11/11/2008</p> <p><b>8&amp;15 Due Date: 11/11/2014</b></p>
59599-6004.001	<p><b>PULSAR</b> Serial No: 77/325,118 Reg. No: 3,535,127</p> <p>PEAK Surgical, Inc.</p>	United States	<p><b>Class: 10</b> Surgical apparatus system comprised of a generator, electrode, footswitch, and cart for the performance of electro surgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Registered App Date: 11/8/2007 Reg Date: 11/18/2008</p> <p><b>8&amp;15 Due Date: 11/18/2014</b></p>
59599-6004.100	<p><b>PULSAR</b> Serial No: 006671853 Reg. No:</p> <p>PEAK Surgical, Inc.</p>	Europe *	<p><b>Class: 10</b> (amended 9/9/2008) Generators for electrosurgical devices; surgery system comprised of a generator, electrode, footswitch, and cart for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Filed App Date: 1/31/2008 Opposed 8/29/2008</p> <p><b>Cooling off period expires: 10/8/2010</b></p> <p>Opposed by Karl Storz GmbH &amp; Co. KG</p>
59599-6005.000	<p><b>PEAK PLASMABLADE &amp; LIGHTNING BOLT LOGO</b> Serial No: 77/325,102 Reg. No: 3,686,730</p>  <p>PEAK Surgical, Inc.</p>	United States	<p><b>Class: 10</b> Medical, dental and veterinary apparatus, namely electrodes for the performance of electrosurgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Registered App Date: 11/8/2007 Reg Date: 9/22/2009</p> <p><b>8&amp;15 Due Date: 9/22/2015</b></p>

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<p>59599-6005.100</p>	<p><b>PEAK PLASMABLADE &amp; LIGHTNING BOLT LOGO</b>                  Serial No: 1392435                  Reg. No:                    PEAK Surgical, Inc.</p>	<p>Canada</p>	<p><b>Goods:</b>                  Medical, dental and veterinary apparatus, namely electrodes for the performance of electro-surgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Filed                  App Date: 4/22/2008                  Allowed 9/5/2008                  Use Declaration/Reg Fees Due: 4/21/2011</p>
<p>59599-6005.101</p>	<p><b>PEAK PLASMABLADE &amp; LIGHTNING BOLT LOGO</b>                  Serial No: 006910582                  Reg. No: 006910582                    PEAK Surgical, Inc.</p>	<p>Europe *</p>	<p><b>Class: 10</b>                  Medical, dental and veterinary apparatus; electrodes for the performance of electro-surgical or electrocautery procedures for tissue cutting, tissue resectioning, hemostasis, and coagulation of blood vessels</p>	<p>Registered                  App Date: 4/24/2008                  Reg Date: 1/21/2009                  Renewal Date: 4/30/2018</p>

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