

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CALIBRA MEDICAL, INC.		12/22/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	JOHNSON & JOHNSON DEVELOPMENT CORPORATION		
Street Address:	81 GEORGE STREET		
City:	NEW BRUNSWICK		
State/Country:	NEW JERSEY		
Postal Code:	08901		
Entity Type:	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Serial Number:	77492331	CALIBRA	
Serial Number:	85308778	FINESSE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(650)493-6811		
Phone:	650-496-7543		
Email:	nbouch@wsgr.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	WSGR, c/o Nancy Bouch, Senior Paralegal		
Address Line 1:	650 Page Mill Road		
Address Line 2:	FH 2-1 P10		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	32063.000		
NAME OF SUBMITTER:	Nancy Bouch		
Signature:	/s/Nancy Bouch		

CH \$65.00 77492331

Date:

12/27/2011

**Total Attachments: 4**

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GRANT OF SECURITY INTEREST  
IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 22, 2011, is executed by CALIBRA MEDICAL, INC., a Delaware corporation ("Grantor"), in favor of JOHNSON & JOHNSON DEVELOPMENT CORPORATION, for itself and as the Representative ("Representative") for the benefit of the entities set forth on Exhibit A to the Security Agreement (as defined below). All capitalized terms not otherwise defined herein shall have the respective meanings given in the Security Agreement (defined below).

Recitals

A. In connection with that certain Secured Convertible Note Purchase Agreement and that certain Security Agreement, each dated as of December 22, 2011 (as amended from time to time, the "Agreement" and the "Security Agreement", respectively) by and among Grantor, the entities set forth on Exhibit A to the Security Agreement and the Representative;

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedule A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Grantor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Grantor shall provide written notice to Representative, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A in order to maintain such schedules completeness or accuracy.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby further grant to Representative a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

1. Grantor hereby grants to Representative (on behalf of each Secured Party) a security interest to secure the prompt payment, performance and observance of the Obligations in all right, title and interest of Grantor in and to the following property (collectively, the "Collateral");

a. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof (now or hereafter due or payable), including, without limitation, any and all causes of action which may exist or arise from time to time by reason of infringement thereof,

2. Grantor does hereby authorize the Commissioner for Trademarks and any other government officials to record and register this Grant of Security Interest upon request by the Representative.

3. This Grant of Security Interest shall be governed by and construed under the internal laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within Delaware, without reference to principles of conflict of laws or choice of laws and, to the extent applicable, by federal law.


4. Grantor does hereby further acknowledge and affirm that the rights and remedies of Representative with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Representative's address is: 410 George Street  
New Brunswick, NJ 08901

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

**CALIBRA MEDICAL, INC.**

By:   
Name: William A. Abought  
Title: CEO

[Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 004687 FRAME: 0123**

SCHEDULE A

**TRADEMARKS**

<b>MARK</b>	<b>APPLICATIONDATE</b>	<b>REGISTRATION NO.</b>
CALIBRA	6/5/08	77492331

**TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>APPLICATIONDATE</b>	<b>APPLICATION NO.</b>
FINESSE	4/29/11	85308778

**MASKS**

There are no Masks