

06-21-1999

FORM PTO-1395

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

REC



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TRADEMARKS ONLY

COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

UroSurge, Inc.

Individual(s) Association

General Partnership Limited Partnership

Corporation - State **Delaware**

Other

MRD 6-17-99

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: **American Medical Systems, Inc.**

Internal Address:

Street Address: **10700 Bren Road West**

City: **Minnetonka** State: **MINNESOTA** ZIP: **55343**

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation - State **Delaware**

Other

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other

Execution Date(s): **June 2, 1999**

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

A. Trademark Application No(s):

75/399,624

Additional numbers attached? Yes No

B. Trademark No(s)

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

Name: **Craig J. Lervick**

Internal Address: **3400 Plaza VII Building**

Street Address: **45 South Seventh Street**

City: **Minneapolis** State: **MN** ZIP: **55402**

Our File No.: **687/45**

6. Total number of applications and registrations involved: **1**

7. Total Fee (37 CFR 3.41) **\$40.00.**

Enclosed

Authorized to be charged to deposit account

Authorized to charge any underpayment or credit any overpayment to deposit account.

8. Deposit account number:

15-0627

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

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Craig J. Lervick 6-14-99

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335
Washington, D.C. 20231

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TRADEMARK
REEL: 001916 FRAME: 0164

SECURITY AGREEMENT

This Security Agreement is made and entered into effective as of June 2, 1999, by UroSurge, Inc., ("Debtor"), a Delaware corporation, whose address is 2660 Crosspark Road, Coralville, Iowa 52241, for the benefit of American Medical Systems, Inc. ("Secured Party"), a Delaware corporation, whose address is 10700 Bren Road West, Minnetonka, Minnesota 55343.

WHEREAS, pursuant to the Security Agreement, dated June 2, 1999, by the Debtor in favor of the Secured Party (the "Agreement"), the Debtor granted to the Secured Party a security interest in all of Debtor's assets including, but not limited to, Debtor's trademarks, trade names or services marks or applications therefor.

WHEREAS, Secured Party wishes to perfect its security interest in the trademark UROVTIVE (the "Mark"), and the pending U. S. application to register the Mark, application Serial Number 75/399,624, filed in the United States Patent and Trademark Office on December 3, 1997 (the "Application") and any registration therefor;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor agrees as follows:

1. **Collateral.** For purposes of this Security Agreement, "Collateral" shall mean all of Debtor's present and future right, title and interest in and to the Mark and the Application, including, but not limited to, all registrations and renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, and the entire goodwill of the business associated with and symbolized by the Mark.
2. **Security Interest.** For valuable consideration, Debtor hereby acknowledges that it has granted to Secured party a security interest in the Collateral pursuant to the Agreement.
3. **Obligations Secured.** This Security Agreement and the security interest created by the Agreement are given for the purpose of securing the Secured Obligations, as defined in the Agreement.
4. **Rights to Collateral.** So long as there is no event of default as described in Section 6 of the Agreement, Debtor shall retain possession and have full legal and beneficial ownership of the Collateral. Upon any default as described in Section 6 of the Agreement, the Secured Party shall have all rights and remedies set forth in the Agreement.

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be executed by its authorized representative.

DEBTOR

By


David H. Maupin, President and CEO