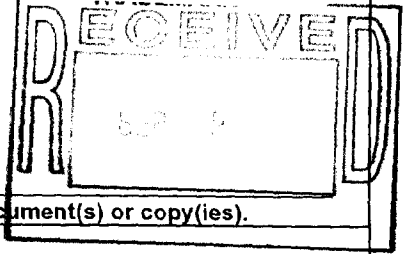


09-13-1999



101143576



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

9-9-99
MKD
9-9-99

John Pappas
Hale and Dorr, LLP
60 State Street
Boston, MA 02109

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Image Technologies Corporation

08 27 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name NMT Medical, Inc.

DBA/KA/TA _____

Composed of _____

Address (line 1) 27 Wormwood Street

Address (line 2) _____

Address (line 3) Boston

Massachusetts

02210

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

\$125.00

09/10/1999 DNGUYEN 00000249 75237888

FOR OFFICE USE ONLY

01 FC:881 40.00 OP
02 FC:882 75.00 OP

000008440
DNGUYEN
09/10/1999
Refund Total: \$125.00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503.

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

TRADEMARK
REEL: 001956 FRAME: 0888

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="75-237,888"/>	<input type="text" value="75-519,728"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="75-238,114"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="75-238,108"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

John Pappas

September 3, 1999

Name of Person Signing

Signature

Date Signed

GRANT OF SECURITY INTEREST (TRADEMARKS)

Image Technologies Corporation, a Delaware corporation (the "Borrower"), is obligated to NMT Medical, Inc., a Delaware corporation, as Lender (the "Secured Party"), and has entered into an Amended and Restated Loan and Security Agreement dated the date hereof (the "Security Agreement") in favor of the Secured Party.

Pursuant to the Security Agreement, the Borrower granted to the Secured Party a security interest in all of the right, title and interest of the Borrower in and to the trademarks listed on Schedule I attached hereto (and all rights related thereto), along with all goodwill of Borrower connected with the use thereof, which trademarks are registered or filed in the United States Patent and Trademark Office (the "Trademarks"), and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and all agreements that relate to such Trademarks (collectively, the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Borrower does hereby further assign to the Secured Party, and grant to the Secured Party, subject to the provisions of the Security Agreement, a security interest in the Collateral, whether now owned or existing or hereafter arising or acquired, to secure the prompt payment, performance and observance of the Obligations.

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

Until an Event of Default has occurred and is continuing, the Secured Party hereby grants to the Borrower a license to use the Collateral in connection with the operations and management of the Borrower's business. Borrower agrees that all goods and services provided under any of the Trademarks shall be of the same quality as the goods and services provided presently by the Borrower.

Upon the indefeasible cash payment in full of all Obligations, the Secured Party will take whatever actions are necessary at the Borrower's expense to release or reconvey to Borrower all right, title and interest of the Borrower in and to the Collateral.

Borrower's address is: 27 Wormwood Street, Boston, Massachusetts 02210-1625.

IN WITNESS WHEREOF, the Borrower has signed this Grant of Security Interest
(Trademarks) as of the 27th day of August, 1999.

WITNESS:

IMAGE TECHNOLOGIES
CORPORATION

By: *[Signature]*
Name: JAMES C TORRELO
Title: PRESIDENT

STATE OF MASSACHUSETTS)
))
COUNTY OF SUFFOLK)

On this 27 day of August, 1999, before me personally came James Torrelo, to me
known, who, being by me duly sworn, did depose and say that he is President of
Image Technologies Corporation, the Delaware corporation described in and which executed
the above instrument, and that he signed his name thereto on behalf of Image Technologies
Corporation.

[Signature]
Notary Public
My Commission Expires: April 14, 2000

/LegalA-F/Bell_Jane/Legal/106586.131/99finan/nmt_grantrd.wpf

Trademark Information

PRODUCT	FILING NO.	INTERNATIONAL FILING NO.	PATENT/TRADEMARK HOLDER
TRADEMARK INFORMATION			
TroCam	75-237,888 Published (Filed 2/7/97)	—	Image Technologies Corporation Assigned to Nitinol Medical Technologies, Inc.
GynaCam	75-238,114 Published (Filed 2/7/97)	—	Image Technologies Corporation Assigned to Nitinol Medical Technologies, Inc.
TroView	75-238,108 Registered (Filed 2/7/97)	—	Image Technologies Corporation Assigned to Nitinol Medical Technologies, Inc.
SteriCam	75-519,728 Published (Filed 7/16/98)	—	Image Technologies Corporation