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To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

UROSURGE, INC.

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: MMC/GATX PARTNERSHIP NO. 1

Internal Address: Four Orinda Way, Suite 200-B

Street Address: Four Orinda Way, Suite 200-B

City: Orinda State: CA ZIP: 94563

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional numbers attached? Yes No

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

Name: Teresa R. Gutierrez

Internal Address: c/o GATX Capital Corp - Legal

Four Embarcadero Center, Suite 2200

San Francisco, CA 94111

Street Address: Four Embarcadero Center, #2200

City: San Francisco State: CA ZIP: 94111

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 310.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

12/14/1999 DECATES 00000027 2050421

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 150.00 DP
03 FC:484 120.00 DP

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.

Teresa R. Gutierrez
Name of Person Signing

Signature

December 13, 1999
Date

Total number of pages including cover sheet, attachments, and document: 5

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

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Registration Number	Registration Date
AcuTrainer (URO001)	2,058,421	4-29-99
UroSurge (14796-TM1001)	2,106,560	10-21-97
SANS (Stoller Afferent Nerve Stimulator) (14796-TM1002)	2,271,128	8-17-99

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark Application	Application Number	Application Date
Fluid Warming System (URE-045)	74-708492	7-28-95
UroVive (14796-TM1003)	75/399,624	12-3-97
FILASTENT (14796-TM1005)	75-432313	
SPIRASTENT (14796-TM1004)	75-432322	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 29, 1999, is executed by UROSURGE, INC., a Delaware corporation ("Debtor"), in favor of MMC/GATX PARTNERSHIP NO. I ("Secured Party").

A. Pursuant to a Loan and Security Agreement, dated as of October 29, 1999 (the "Agreement") among Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

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

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

Secured Party's address is: MMC/GATX Partnership No. I
c/o Meier Mitchell & Company
Four Orinda Way, Suite 200-B
Orinda, California 94563

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

UROSURGE, INC.

By:



Name: MICHAEL J. MAGLIOCCHETTI

Title: PRESIDENT & CEO