

10-20-1999

Docket No.:

014951/0166



101175019

Attached original documents or copy thereof.

1. Name of conveying party(ies):

**MCGHAN MEDICAL CORPORATION**

- Individual(s)
- General Partnership
- Corporation-State **CALIFORNIA**
- Other

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: **09011999**

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

Name: **ABLECO FINANCE LLC, as Agent**

Internal Address:

Street Address: **450 PARK AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **DELAWARE LIMITED LIABILITY COMPANY**

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

4. Application number(s) or registra



A. Trademark Application No.(s)

SEE  
ATTACHED  
SCHEDULE

10-15-1999

U.S. Patent & TMO/TM Mail Rpt Dt: #26

B. Trademark Registration No.(s)

EE  
TTACHED  
CHEDULE

Additional numbers  Yes  No

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

Name: **JOSHUA R. BRESSLER**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **900 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6. Total number of applications and registrations involved: **11**

7. Total fee (37 CFR 3.41): \$ **\$290.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**SCHULTE ROTH & ZABEL LLP - 500675**

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.

**JOSHUA R. BRESSLER**

Name of Person Signing

Signature

**OCTOBER 14, 1999**

Date

Total number of pages including cover sheet, attachments, and

**6**

**TRADEMARK**

**REEL: 001976 FRAME: 0732**

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARK REGISTRATIONS AND APPLICATIONS)

**MCGHAN MEDICAL CORPORATION**

<b>TRADEMARK</b>	<b>REG. NO. (SERIAL NO.)</b>
BIOSPAN	92260 (California)
PERFECTLY NATURAL	(75/633,678)
COHESIL	(75/289,283)
DERMASOF	2,161,328
DERMASOF	(74/537,225)
IMAGE DESIGN	(75/289,318)
BIOCELL	(75/312,224)
SILESSENCE	(75/316,074)
MCGHAN	2,216,081
INTRASHIEL	2,216,417
BIODIMENSIONAL	1,908,304
BIODIMENSIONAL	(74/213,337)
BIOSPAN	1,626,933
BIOCELL	1,578,831
UHP	1,579,946
INTRASHIEL	1,165,395
LENS GLIDE	1,141,242
PRO-MOLD	1,166,354
NATRASHIEL	1,134,528
BIOCELL	(75/080,880)
MCGHAN	(75/123,757)
UHP	(75/142,966)

# MCGHAN MEDICAL CORPORATION

<b>TRADEMARK</b>	<b>REG. NO. (SERIAL NO.)</b>
PERFECTLY NATURAL	(75/633,678)
COHESIL	(75/289,283)
DERMASOF	2,161,328
IMAGE DESIGN	(75/289,318)
BIOCELL	(75/312,224)
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MCGHAN	2,216,081
INTRASHIEL	2,216,417
BIODIMENSIONAL	1,908,304
BIOSPAN	1,626,933
LENS GLIDE	1,141,242

ASSIGNMENT FOR SECURITY(TRADEMARKS)

WHEREAS, MCGHAN MEDICAL CORPORATION (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of September 1, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of ABLECO FINANCE LLC, as Administrative Agent on behalf of the Lenders (as defined in the Security Agreement) (the "Assignee");

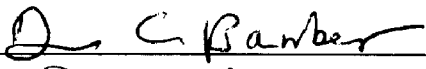
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of past, present or future infringements and other violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of SEPTEMBER 1, 1999.

MCGHAN MEDICAL CORPORATION

By:   
 Name: DAVID E. BAMBERG  
 Title: SECRETARY

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 1 day of SEPTEMBER, 1999, before me personally came DAVIDE HAMBURGER, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the SECRETARY of MEGHAN MEDICAL CORPORATION CALIFORNIA corporation, and that he executed the foregoing instrument in the firm name of such corporation, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Elaine Gerace

**ELAINE GERACE**  
Notary Public, State of New York  
No. 01GE4996717  
Qualified in Queens County  
Commission Expires May 18, 192000