

01-31-2001



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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
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other Assignment of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name NMT Medical, Inc.

Execution Date
Month Day Year
11302000

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Argo Capital Partners I L.P.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 909 E. Las Colinas

Address (line 2) Suite 160

Address (line 3) Irving

City

TX/USA

State/Country

75039

Zip Code

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

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.)

FOR OFFICE USE ONLY

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

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)

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.

Michelle McMullen

Michelle McMullen

01/17/01

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF NMT SECURITY AGREEMENT (TRADEMARKS)

This ASSIGNMENT AGREEMENT ("Agreement") dated as of November 30, 2000, is made by NMT Medical, Inc. (f/k/a Nitinol Medical Technologies, Inc.), a Delaware corporation with its principal offices in Boston, Massachusetts ("NMT") in favor of Argo Capital Partners I L.P., a Delaware limited partnership with its principal offices in Irving, Texas ("Argo").

RECITALS

WHEREAS, NMT as Lender and Image Technologies Corporation, a Delaware corporation, as Borrower ("ITC") entered into an Amended and Restated Loan and Security Agreement dated as of August 27, 1999, as amended by Amendment No. 1 to Amended and Restated Loan and Security Agreement dated as of December 17, 1999 (the "NMT Security Agreement");

WHEREAS, pursuant to the NMT Security Agreement, ITC granted to NMT a security interest in all of its right, title and interest in the Collateral (as defined in Article IV of the NMT Security Agreement), whether then owned or thereafter acquired including, without limitation, all trademarks listed on Schedule I attached thereto (and all rights related thereto), along with all goodwill of the Borrower connected with the use thereof, which trademarks are registered or filed in or with 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 relating to such Trademarks, to secure the prompt payment, performance and observance of the Obligations (as defined in the NMT Security Agreement);

WHEREAS, pursuant to the NMT Security Agreement, ITC executed an Intellectual Property Assignment (as defined in the NMT Security Agreement) evidencing the grant of a security interest in the Trademarks (the "Grant of Security Interest (Trademarks)"), dated as of August 27, 1999, and such Grant of Security Interest (Trademarks) was previously filed in and recorded by the United States Patent and Trademark Office;

WHEREAS, pursuant to a Purchase Agreement entered into by and between NMT and Argo dated as of November 30, 2000 (the "Purchase Agreement"), Argo purchased and accepted from NMT, and NMT sold, assigned, transferred and delivered to Argo, all of NMT's right, title and interest in and to certain ITC Investments (as defined in the Purchase Agreement) and ITC Investment Documents (as defined in the Purchase Agreement), including, without limitation, the NMT Security Agreement and all Collateral described therein, including, without limitation, the Trademarks;

WHEREAS, Argo and NMT desire to evidence the assignment and transfer by NMT of all of its right, title and interest in and to the NMT Security Agreement and the Trademarks to Argo and to specifically record such assignment and transfer with the United States Patent and Trademark Office;

EXHIBIT 1

SCHEDULE I TO NMT SECURITY AGREEMENT

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

Notes: (1) As of January 3, 2001, TroView Trademark Filing No. 75-238,108 is now registered as Trademark No. 2,267,557

(2) As of January 3, 2001, SteriCam Trademark Filing No. 75-519,728 is now registered as Trademark No. 2,365,186