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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks, send original documents or copy thereof.

1. Name of conveying party(ies):

Silicon Valley Bank

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

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

2. Name and address of receiving party(ies)

Name: InnerDyne, Inc.

Internal

Address:

Street Address: 150 Glover Street

City: Norwalk State: CT Zip: 06856

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) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 19, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

U.S. No. 2,044,103; U.S. No. 2,044,104;

U.S. No. 1,946,405 and U.S. No. 1,895,517

Additional number(s) attached Yes No

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

Name: Stephen A. Slusher

Internal Address: PEACOCK, MYERS & ADAMS, P.C.

Street Address: P.O. Box 26927

Albuquerque NM 87125 City: State: Zip: -6927

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

Enclosed

Authorized to be charged to deposit account additional charges and fees

8. Deposit account number:

13 - 4213

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

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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.

Stephen A. Slusher

Name of Person Signing

Signature

October 25, 2001

Date

Total number of pages including cover sheet, attachments, and document: 3

01/04/2002 LNUELLER 00000144 2044103

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

01 FC:401 02 FC:402

40.00 BP 75.00 BP

**ASSIGNMENT AND ACKNOWLEDGEMENT OF  
TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT,  
PATENT MORTGAGE AND SECURITY AGREEMENT**

Silicon Valley Bank, a California banking corporation ("Silicon Valley"), hereby acknowledges the termination, as of December 5, 2000, of that certain Collateral Assignment, Patent Mortgage and Security Agreement made as of February 23, 1995, as subsequently amended and restated as of June 19, 1997, and as subsequently modified on June 19, 1998, April 23, 1999, June 28, 1999 and April 22, 2000 (the "Security Agreement"), by and between InnerDyne, Inc., a Delaware corporation ("InnerDyne") and Silicon Valley.

Silicon Valley further acknowledges that it has, as of December 5, 2000, released its security interest in all Collateral (as such term is defined in the Security Agreement) under the Security Agreement, including without limitation the Patents and the Trademarks (as such terms are defined in the Security Agreement):

Silicon Valley further assigns, as of December 5, 2000, to InnerDyne all of its interest for the United States of America and all foreign countries, including all rights of priority under international conventions and treaties, in and to the patents and applications listed on Exhibit A hereto, including without limitation all Letters Patent of the United States and all foreign countries which may or shall be granted, or on any provisional, utility, divisional, continuing, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. Such assignment includes any and all claims for damages by way of past, present and future infringement of any of the rights of such patents and applications listed on Exhibit A, including the right to sue for and collect damages for use or infringement.

Silicon Valley further assigns, as of December 5, 2000, to InnerDyne all of its interest for the United States of America and all foreign countries, including all rights of priority under international conventions and treaties, in and to the trademarks and applications listed on Exhibit B hereto, including without limitation the entire goodwill of the business connected with and symbolized by such trademarks. Such assignment includes any and all claims for damages by way of past, present and future infringement of any of the rights of such trademarks and applications listed on Exhibit B, including the right to sue for and collect damages for use or infringement.

SILICON VALLEY BANK

By: \_\_\_\_\_

*David S. Lee*

Dated: September 19, 2001

Title: Associate

**EXHIBIT B**  
**Trademark Exhibit**

| <u>Title</u>                         | <u>Registration Number</u>     |
|--------------------------------------|--------------------------------|
| CARDIOPULMONICS                      | (Abandoned)<br>U.S. #1,660,339 |
| CARDIOPULMONCS AND DESIGN            | (Abandoned)<br>U.S. #1,660,338 |
| EN-ABL                               | U.S. #2,097,932                |
| GRAFAMINE                            | U.S. #2,044,104                |
| HYDROSILOX                           | U.S. #2,044,103                |
| INNERDYNE                            | U.S. #1,837,804                |
| INTHERM                              | (Abandoned)<br>U.S. #1,766,630 |
| IVOX AND DESIGN                      | (Abandoned)<br>U.S. #1,695,277 |
| WAY-FINDER                           | (Abandoned)<br>#74/443,543     |
| MICRO-JET                            | (Abandoned)<br>#74/167,654     |
| R.E.D.                               | (Abandoned)<br>U.S. #1,779,593 |
| S.E.A.L.                             | (Abandoned)<br>#74/445,404     |
| SET Surface Engineering Technologies | U.S. #1,946,405                |
| S.T.E.P.                             | U.S. #1,990,335                |
| TRC                                  | (Abandoned)<br>U.S. #1,895,517 |