

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	Notice of Grant of Security Interest
------------------------------	--------------------------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INAMED MEDICAL PRODUCTS CORPORATION	McGhan Medical Corporation	07/25/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	UNION BANK OF CALIFORNIA, N.A., as Administrative Agent
Street Address:	445 S. Figueroa Street
Internal Address:	San Frenando Corporate Office
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2216417	INTRASHIEL
Registration Number:	2216081	MCGHAN
Registration Number:	2264041	BIOCELL
Registration Number:	1141242	LENS GLIDE

CORRESPONDENCE DATA	
Fax Number:	(919)286-8199
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(919) 286-8122
Email:	PTO_TMconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	2200 W. Main Street
Address Line 2:	Suite 800
Address Line 4:	Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	017625.2329
--------------------------------	-------------

OP \$115.00 2216417

NAME OF SUBMITTER:

Steven D. Thomas

Total Attachments: 4

source=NGSI-T Inamed Medical Products Corporation#page1.tif

source=NGSI-T Inamed Medical Products Corporation#page2.tif

source=NGSI-T Inamed Medical Products Corporation#page3.tif

source=NGSI-T Inamed Medical Products Corporation#page4.tif

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of July 25, 2003 (the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Union Bank of California, N.A., as Administrative Agent (the "Administrative Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the Lenders:

TRADEMARKS

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	Date of <u>Trademark</u>
----------------------	---	-----------------------------

[see attached schedule 1]

TRADEMARK APPLICATIONS

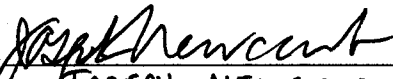
<u>Trademark Applications No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Applications</u>
---------------------------------------	--	--

[none]

The Obligors and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

**INAMED MEDICAL PRODUCTS
CORPORATION (f/k/a McGhan
Medical Corporation)**

By: 
Name: JOSEPH NEWCOMB
Title: SECRETARY

Acknowledged and Accepted:

UNION BANK OF CALIFORNIA, N.A., as Administrative Agent

By: _____
Name: _____
Title: _____

The Obligors and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.


Very truly yours,

**INAMED MEDICAL PRODUCTS
CORPORATION (f/k/a McGhan
Medical Corporation)**

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

UNION BANK OF CALIFORNIA, N.A., as Administrative Agent

By: 
Name: Karim Teymouratche
Title: Regional Vice President