

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

NATURE OF CONVEYANCE:	SECURITY INTEREST
-----------------------	-------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Converge Medical, Inc.		09/17/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Edwards Lifesciences LLC
Street Address:	One Edwards Way
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	COMPANY: DELAWARE

Name:	Forward Ventures IV, L.P.
Street Address:	9393 Towne Centre Drive
Internal Address:	Suite 200
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Forward Ventures IV B, L.P.
Street Address:	9393 Towne Centre Drive
Internal Address:	Suite 200
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	JAFCO G-8(A) Investment Enterprise Partnership
Street Address:	Tekko Bldg., 1-8-2 Marunouchi
City:	Chiyoda-ku, Tokyo
State/Country:	JAPAN

OP \$90.00 76053840

Postal Code:	100-0005
Entity Type:	PARTNERSHIP: JAPAN

Name:	JAFCO G-8(B) Investment Enterprise Partnership
Street Address:	Tekko Bldg., 1-8-2 Marunouchi
City:	Chiyoda-ku, Tokyo
State/Country:	JAPAN
Postal Code:	100-0005
Entity Type:	PARTNERSHIP: JAPAN

Name:	Hamilton Technology Ventures L.P.
Street Address:	12526 High Bluff Drive
Internal Address:	Suite 260
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	St. Paul Venture Capital IV, LLC
Street Address:	10400 Viking Drive
Internal Address:	Suite 550
City:	Eden Prairie
State/Country:	MINNESOTA
Postal Code:	55344
Entity Type:	COMPANY: DELAWARE

Name:	JAFCO GC-1 Investment Enterprise Partnership
Street Address:	Tekko Bldg., 1-8-2 Marunouchi
City:	Chiyoda-ku, Tokyo
State/Country:	JAPAN
Postal Code:	100-0005
Entity Type:	PARTNERSHIP: JAPAN

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	76053840	CONVERGE
Serial Number:	76158986	CONVERGE
Serial Number:	76053014	CONVERGE MEDICAL

CORRESPONDENCE DATA

TRADEMARK
REEL: 002728 FRAME: 0002

Fax Number: (650)324-0638
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (650) 324-7000
Email: SV-Trademark@hewm.com
Correspondent Name: Heller Ehrman White & McAuliffe LLP
Address Line 1: 275 Middlefield Road
Address Line 2: Lisa Greenwald-Swire
Address Line 4: Menlo Park, CALIFORNIA 94025-3506

ATTORNEY DOCKET NUMBER:	37160
-------------------------	-------

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Lisa Greenwald-Swire
--------------------	----------------------

Total Attachments: 12
source=Converge Medical Security Agreement pg 1 of 15#page1.tif
source=Converge Medical Security Agreement pg 2 of 15#page1.tif
source=Converge Medical Security Agreement pg 3 of 15#page1.tif
source=Converge Medical Security Agreement pg 4 of 15#page1.tif
source=Converge Medical Security Agreement pg 5 of 15#page1.tif
source=Converge Medical Security Agreement pg 6 of 15#page1.tif
source=Converge Medical Security Agreement pg 7 of 15#page1.tif
source=Converge Medical Security Agreement pg 8 of 15#page1.tif
source=Converge Medical Security Agreement pg 9 of 15#page1.tif
source=Converge Medical Security Agreement pg 10 of 15#page1.tif
source=Converge Medical Security Agreement pg 11 of 15#page1.tif
source=Converge Medical Security Agreement pg 12 of 15#page1.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 17, 2003, is made among Converge Medical, Inc., a Delaware corporation, having an address at 540 Oakmead Parkway, Sunnyvale, CA 94085 ("Grantor"), and each of the Secured Parties (as defined in the Security Agreement).

Grantor and the Secured Parties hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means the Security Agreement dated as of even date herewith between Grantor and the Secured Parties.

(c) Terms Defined in the Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the Code.

(d) Interpretation. The rules of interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby grants a security interest in and mortgage to the Secured Parties to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or

TRADEMARK

unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Secured Parties are the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3 Supplement to Security Agreement. This Agreement has been granted in conjunction with the security interests granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Representations and Warranties. Grantor represents and warrants to the Secured Parties that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Parties to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Secured Parties to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Secured

Parties may record this Agreement, an abstract thereof, or any other document describing the Secured Parties' interest in the Collateral with the PTO, at the expense of Grantor.

SECTION 6 Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Secured Parties with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 6, Grantor authorizes the Secured Parties to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A or B shall in any way affect, invalidate or detract from the Secured Parties' continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 7 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, the Secured Parties and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement

SECTION 8 Governing Law. This Agreement shall be construed under and governed by the laws of California, without regard to its conflict of laws provisions, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California.

SECTION 9 Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided herein. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving the Secured Parties greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Parties under the Security Agreement.


SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 11 Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Parties shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to the Secured Parties hereunder, including cancellation of this Agreement by written notice from the Secured Parties to the PTO.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

CONVERGE MEDICAL, INC.

By: 
Name: Richard A. Lotti, President

Address for notices:

Converge Medical, Inc.
540 Oakmead Parkway
Sunnyvale, CA 94085

Facsimile: (408) 774-1780

SECURED PARTIES:

EDWARDS LIFESCIENCES LLC

By: _____
Name: John Kehl, Jr.
Title: Corporate VP - Business Development & Strategy

Address for notices:

One Edwards Way
Irvine, CA 92614

[Signature Page to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

CONVERGE MEDICAL, INC.

By: _____
Name: Richard A. Lotti, President

Address for notices:

Converge Medical, Inc.
540 Oakmead Parkway
Sunnyvale, CA 94085

Facsimile: (408) 774-1780

SECURED PARTIES:

EDWARDS LIFESCIENCES LLC

By: _____
Name: John Kehl, Jr.
Title: Corporate VP - Business Development & Strategy

Address for notices:

One Edwards Way
Irvine, CA 92614

[Signature Page to Patent and Trademark Security Agreement]

SD 626371 v2 (37160.0007)
ps-823493

TRADEMARK
REEL: 002728 FRAME: 0008

FORWARD VENTURES IV, L.P.

By: Forward IV Associates, LLC
Its: General Partner

By: 
Name: Standish M. Fleming
Title: Managing Member

Address for notices:
9393 Towne Centre Drive, Suite 200
San Diego, CA 92121

Facsimile: (858) 452-8799

FORWARD VENTURES IV B, L.P.

By: Forward IV Associates, LLC
Its: General Partner

By: 
Name: Standish M. Fleming
Title: Managing Member

Address for notices:
9393 Towne Centre Drive, Suite 200
San Diego, CA 92121

Facsimile: (858) 452-8799

[Signature Page to Patent and Trademark Security Agreement]

SD 626371 v2 (37160.0007)
pa-823493

**JAFCO G-8 (A) Investment Enterprise
Partnership**

By: JAFCO Co., Ltd.
Its: Executive Partner

By: *Tomio Kazuka*
Name: Tomio Kazuka
Title: Executive Vice President

Address for notices:

JAFCO G-8 (A) Investment Enterprise Partnership
Tekko Bldg., 1-8-2 Marunouchi
Chiyoda-ku, Tokyo, 100-0005, Japan
Facsimile: 81-3-5223-7095

**JAFCO G-8 (B) Investment Enterprise
Partnership**

By: JAFCO Co., Ltd.
Its: Executive Partner

By: *Tomio Kazuka*
Name: Tomio Kazuka
Title: Executive Vice President

Address for notices:

JAFCO G-8 (B) Investment Enterprise Partnership
Tekko Bldg., 1-8-2 Marunouchi
Chiyoda-ku, Tokyo, 100-0005, Japan
Facsimile: 81-3-5223-7095

[Signature Page to Patent and Trademark Security Agreement]

3D 626371 v2 (3/160,0007)
pa-823493

TRADEMARK
REEL: 002728 FRAME: 0010

**JAFCO GC-1 Investment Enterprise
Partnership**

**By: JAFCO Co., Ltd.
Its: Executive Partner**

By: *Tomio Kazuka*
Name: Tomio Kazuka
Title: Executive Vice President

Address for notices:

**JAFCO GC-1 Investment Enterprise Partnership
Tekko Bldg., 1-8-2 Marunouchi
Chiyoda-ku, Tokyo, 100-0005, Japan
Facsimile: 81-3-5223-7095**

[Signature Page to Patent and Trademark Security Agreement]

SD 626371 v2 (7160.0007)
pa-823493

**TRADEMARK
REEL: 002728 FRAME: 0011**

ST. PAUL VENTURE CAPITAL VI, LLC

By: SPVC Management VI LLC
Its: Managing Member

By:

Name: ~~James R. Simons~~
Title: Managing Director

James Spaxson

Address for notices:

10400 Viking Drive, Suite 550
Eden Prairie, MN 55344


Facsimile: (952) 995-7475

[Signature Page to Patent and Trademark Security Agreement]

SD 626371 v2 (17160.0007)
pa-823493

TRADEMARK
REEL: 002728 FRAME: 0012

**HAMILTON TECHNOLOGY VENTURES
L.P.**

By: 
Name: DAVID E. CARR
Title: Member

Address for notices:
12526 High Bluff Drive, Suite 260
San Diego, CA 92130

Facsimile: (858) 314-2355

[Signature Page to Patent and Trademark Security Agreement]

SD 626971 v2 (37160.0007)
pa-823493

SCHEDULE B
to the Patent and Trademark Security Agreement

Converge Medical, Inc.

U.S. Trademarks of Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
-----------------------------	------------------------------	--------------------	-----------------------------	-------------

CONVERGE MEDICAL, INC.

<u>COUNTRY</u>	<u>REFERENCE#</u>	<u>FILED</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>	<u>STATUS</u>	<u>CLASSES</u>
CONVERGE							
CANADA	CNVG-T002CA	11/16/2000	1082957			ALLOWED	10
EUROPEAN UNION	CNVG-T002EU	11/16/2000	001969179	8/26/2002	001969179	REGISTERE	10
UNITED STATES	CNVG-T002	5/22/2000	76/053,840			ALLOWED	010
CONVERGE (Stylized)							
UNITED STATES	CNVG-T003	11/2/2000	76/158,986			ALLOWED	010
CONVERGE MEDICAL							
UNITED STATES	CNVG-T001	5/22/2000	76/053,014			ALLOWED	010