

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Agreements

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
St. Paul Venture Capital VI, LLC		10/22/2003	Limited Liability Company: DELAWARE
Forward Ventures IV, L.P.		10/22/2003	LIMITED PARTNERSHIP: DELAWARE
Hamilton Apex Technology Ventures L.P.	Hamilton Technology Ventures L.P.	10/22/2003	LIMITED PARTNERSHIP: DELAWARE
Forward Ventures IV B, L.P.		10/22/2003	LIMITED PARTNERSHIP: DELAWARE
Edwards Lifesciences LLC		10/22/2003	Limited Liability Company: DELAWARE
JAFCO G-8(A) Investment Enterprise Partnership		10/22/2003	PARTNERSHIP: JAPAN
JAFCO G-8(B) Investment Enterprise Partnership		10/22/2003	PARTNERSHIP: JAPAN
JAFCO GC-1 Investment Enterprise Partnership		10/22/2003	PARTNERSHIP: JAPAN
JAFCO GC-1 Investment Enterprise Partnership		10/22/2003	PARTNERSHIP: JAPAN

RECEIVING PARTY DATA

Name:	Converge Medical, Inc.
Street Address:	540 Oakmead Parkway
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94085
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

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

CH \$90.00 76053840

Serial Number:

76053014

CONVERGE MEDICAL

CORRESPONDENCE DATA

Fax Number: (415)268-7522

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415 268 6433

Email: ERicci@mofo.com

Correspondent Name: Jennifer Lee Taylor/Elayne G. Ricci

Address Line 1: Morrison & Foerster LLP

Address Line 2: 425 Market Street

Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:

44174000006

NAME OF SUBMITTER:

Elayne G. Ricci

Total Attachments: 8

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TERMINATION AGREEMENT

This TERMINATION AGREEMENT dated October 22, 2003, is made by St. Paul Venture Capital VI, LLC (the "Lender") in favor of Converge Medical, Inc., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor and the Lender are parties to that certain Note Purchase Agreement dated September 10, 2003 (the "Note Agreement");

WHEREAS, pursuant to the terms of the Note Agreement, the Grantor issued to the Lender that certain Secured Convertible Promissory Note dated September 10, 2003 (the "Note"), in the principal amount of \$200,000;

WHEREAS, pursuant to the terms of the Note Agreement and in connection with the issuance of the Note, the Grantor and the Lender entered into that certain Security Agreement dated September 17, 2003 and that certain Patent and Trademark Security Agreement dated September 17, 2003 (collectively, the "Security Agreements"), pursuant to which the Grantor granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor;

WHEREAS, the Lender has converted all outstanding indebtedness under the Note into shares of capital stock of the Grantor pursuant to the terms of the Note; and

WHEREAS, the Grantor and the Lender desire to terminate the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:


SECTION 1. Termination of Security Agreements. The Security Agreements are hereby terminated and shall be of no further force and effect.

SECTION 2. Governing Law. This instrument shall be governed by, and construed in accordance with, the laws of the State of California.

SECTION 3. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Lender has caused this instrument to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ST. PAUL VENTURE CAPITAL VI, LLC
By: SPVC Management VI, LLC, its Managing Member

By: 
Name: David W. Stassen
Title: Managing Director

TERMINATION AGREEMENT

This TERMINATION AGREEMENT dated October 22, 2003, is made by Forward Ventures IV, L.P. (the "Lender") in favor of Converge Medical, Inc., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor and the Lender are parties to that certain Note Purchase Agreement dated September 10, 2003 (the "Note Agreement");

WHEREAS, pursuant to the terms of the Note Agreement, the Grantor issued to the Lender that certain Secured Convertible Promissory Note dated September 10, 2003 (the "Note"), in the principal amount of \$319,155.88;

WHEREAS, pursuant to the terms of the Note Agreement and in connection with the issuance of the Note, the Grantor and the Lender entered into that certain Security Agreement dated September 17, 2003 and that certain Patent and Trademark Security Agreement dated September 17, 2003 (collectively, the "Security Agreements"), pursuant to which the Grantor granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor;

WHEREAS, the Lender has converted all outstanding indebtedness under the Note into shares of capital stock of the Grantor pursuant to the terms of the Note; and

WHEREAS, the Grantor and the Lender desire to terminate the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:

SECTION 1. Termination of Security Agreements. The Security Agreements are hereby terminated and shall be of no further force and effect.

SECTION 2. Governing Law. This instrument shall be governed by, and construed in accordance with, the laws of the State of California.

SECTION 3. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Lender has caused this instrument to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FORWARD VENTURES IV, L.P.

By 

Name: STANISH M. FLEMING

Title: MANAGING MEMBER

TERMINATION AGREEMENT

This TERMINATION AGREEMENT dated October ²², 2003, is made by Forward Ventures IV B, L.P. (the "Lender") in favor of Converge Medical, Inc., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor and the Lender are parties to that certain Note Purchase Agreement dated September 10, 2003 (the "Note Agreement");

WHEREAS, pursuant to the terms of the Note Agreement, the Grantor issued to the Lender that certain Secured Convertible Promissory Note dated September 10, 2003 (the "Note"), in the principal amount of \$27,056.47;

WHEREAS, pursuant to the terms of the Note Agreement and in connection with the issuance of the Note, the Grantor and the Lender entered into that certain Security Agreement dated September 17, 2003 and that certain Patent and Trademark Security Agreement dated September 17, 2003 (collectively, the "Security Agreements"), pursuant to which the Grantor granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor;

WHEREAS, the Lender has converted all outstanding indebtedness under the Note into shares of capital stock of the Grantor pursuant to the terms of the Note; and

WHEREAS, the Grantor and the Lender desire to terminate the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:

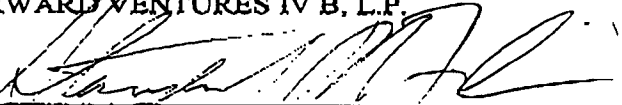
SECTION 1. Termination of Security Agreements. The Security Agreements are hereby terminated and shall be of no further force and effect.

SECTION 2. Governing Law. This instrument shall be governed by, and construed in accordance with, the laws of the State of California.

SECTION 3. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Lender has caused this instrument to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FORWARD VENTURES IV B, L.P.

By 

Name: STANISLAV M. FLEMING
Title: MANAGING MEMBER

TERMINATION AGREEMENT

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This TERMINATION AGREEMENT dated October __, 2003, is made by Hamilton Apex Technology Ventures L.P. (f/k/a Hamilton Technology Ventures L.P.) (the "Lender") in favor of Converge Medical, Inc., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor and the Lender are parties to that certain Note Purchase Agreement dated September 10, 2003 (the "Note Agreement");

WHEREAS, pursuant to the terms of the Note Agreement, the Grantor issued to the Lender that certain Secured Convertible Promissory Note dated September 10, 2003 (the "Note"), in the principal amount of \$207,727.41;

WHEREAS, pursuant to the terms of the Note Agreement and in connection with the issuance of the Note, the Grantor and the Lender entered into that certain Security Agreement dated September 17, 2003 and that certain Patent and Trademark Security Agreement dated September 17, 2003 (collectively, the "Security Agreements"), pursuant to which the Grantor granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor;

WHEREAS, the Lender has converted all outstanding indebtedness under the Note into shares of capital stock of the Grantor pursuant to the terms of the Note; and

WHEREAS, the Grantor and the Lender desire to terminate the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:

SECTION 1. Termination of Security Agreements. The Security Agreements are hereby terminated and shall be of no further force and effect.

SECTION 2. Governing Law. This instrument shall be governed by, and construed in accordance with, the laws of the State of California.

SECTION 3. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Lender has caused this instrument to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HAMILTON APEX TECHNOLOGY
VENTURES, L.P. (F/K/A HAMILTON
TECHNOLOGY VENTURES L.P.)

By: Kerry Danze
Name: Kerry Danze
Title: Managing Member

TERMINATION AGREEMENT

This TERMINATION AGREEMENT dated October 2nd, 2003, is made by Edwards Lifesciences LLC (the "Lender") in favor of Converge Medical, Inc., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor and the Lender are parties to that certain Note Purchase Agreement dated September 10, 2003 (the "Note Agreement");

WHEREAS, pursuant to the terms of the Note Agreement, the Grantor issued to the Lender that certain Secured Convertible Promissory Note dated September 10, 2003 (the "Note"), in the principal amount of \$107,575.31;

WHEREAS, pursuant to the terms of the Note Agreement and in connection with the issuance of the Note, the Grantor and the Lender entered into that certain Security Agreement dated September 17, 2003 and that certain Patent and Trademark Security Agreement dated September 17, 2003 (collectively, the "Security Agreements"), pursuant to which the Grantor granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor;

WHEREAS, the Lender has converted all outstanding indebtedness under the Note into shares of capital stock of the Grantor pursuant to the terms of the Note; and

WHEREAS, the Grantor and the Lender desire to terminate the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:

SECTION 1. Termination of Security Agreements. The Security Agreements are hereby terminated and shall be of no further force and effect.

SECTION 2. Governing Law. This instrument shall be governed by, and construed in accordance with, the laws of the State of California.

SECTION 3. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Lender has caused this instrument to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EDWARDS LIFESCIENCES LLC

By 

Name: John H. Kehl, Jr.

Title: Corporate Vice President,

Strategy & Business Development

TERMINATION AGREEMENT

This TERMINATION AGREEMENT dated October 22, 2003, is made by JAFCO G-8(A) Investment Enterprise Partnership (the "Lender") in favor of Converge Medical, Inc., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor and the Lender are parties to that certain Note Purchase Agreement dated September 10, 2003 (the "Note Agreement");

WHEREAS, pursuant to the terms of the Note Agreement, the Grantor issued to the Lender that certain Secured Convertible Promissory Note dated September 10, 2003 (the "Note"), in the principal amount of \$46,161.64;

WHEREAS, pursuant to the terms of the Note Agreement and in connection with the issuance of the Note, the Grantor and the Lender entered into that certain Security Agreement dated September 17, 2003 and that certain Patent and Trademark Security Agreement dated September 17, 2003 (collectively, the "Security Agreements"), pursuant to which the Grantor granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor;

WHEREAS, the Lender has converted all outstanding indebtedness under the Note into shares of capital stock of the Grantor pursuant to the terms of the Note; and

WHEREAS, the Grantor and the Lender desire to terminate the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:


SECTION 1. Termination of Security Agreements. The Security Agreements are hereby terminated and shall be of no further force and effect.

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SECTION 3. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Lender has caused this instrument to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JAFCO G-8(A) INVESTMENT
ENTERPRISE PARTNERSHIP

By 
Name: Tomio Kezuka
Title: Executive Vice President
JAFCO CO., Ltd.
Its Executive Partner

TERMINATION AGREEMENT

This TERMINATION AGREEMENT dated October ²²__, 2003, is made by JAFCO G-8(B) Investment Enterprise Partnership (the "Lender") in favor of Converge Medical, Inc., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor and the Lender are parties to that certain Note Purchase Agreement dated September 10, 2003 (the "Note Agreement");

WHEREAS, pursuant to the terms of the Note Agreement, the Grantor issued to the Lender that certain Secured Convertible Promissory Note dated September 10, 2003 (the "Note"), in the principal amount of \$46,161.64;

WHEREAS, pursuant to the terms of the Note Agreement and in connection with the issuance of the Note, the Grantor and the Lender entered into that certain Security Agreement dated September 17, 2003 and that certain Patent and Trademark Security Agreement dated September 17, 2003 (collectively, the "Security Agreements"), pursuant to which the Grantor granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor;

WHEREAS, the Lender has converted all outstanding indebtedness under the Note into shares of capital stock of the Grantor pursuant to the terms of the Note; and

WHEREAS, the Grantor and the Lender desire to terminate the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:

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IN WITNESS WHEREOF, the Lender has caused this instrument to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JAFCO G-8(B) INVESTMENT
ENTERPRISE PARTNERSHIP

By *Tomio Kezuka*
Name: Tomio Kezuka
Title: Executive Vice President
JAFCO CO., Ltd.
Its Executive Partner

TERMINATION AGREEMENT

This TERMINATION AGREEMENT dated October 22, 2003, is made by JAFCO GC-1 Investment Enterprise Partnership (the "Lender") in favor of Converge Medical, Inc., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor and the Lender are parties to that certain Note Purchase Agreement dated September 10, 2003 (the "Note Agreement");

WHEREAS, pursuant to the terms of the Note Agreement, the Grantor issued to the Lender that certain Secured Convertible Promissory Note dated September 10, 2003 (the "Note"), in the principal amount of \$46,161.64;

WHEREAS, pursuant to the terms of the Note Agreement and in connection with the issuance of the Note, the Grantor and the Lender entered into that certain Security Agreement dated September 17, 2003 and that certain Patent and Trademark Security Agreement dated September 17, 2003 (collectively, the "Security Agreements"), pursuant to which the Grantor granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor;

WHEREAS, the Lender has converted all outstanding indebtedness under the Note into shares of capital stock of the Grantor pursuant to the terms of the Note; and

WHEREAS, the Grantor and the Lender desire to terminate the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:

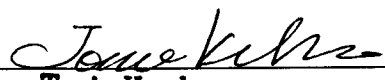
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SECTION 3. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Lender has caused this instrument to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JAFCO GC-1 INVESTMENT
ENTERPRISE PARTNERSHIP

By 
Name: Tomio Kezuka
Title: Executive Vice President
JAFCO CO., Ltd.
Its Executive Partner