

TRADEMARKS ONLY

TRADEMARKS ONLY

# To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

066250-0015

1. Name of Party(ies) conveying an interest:

Inner Vision Imaging, L.L.C.  
24164 Hagerty Road  
Farmington Hills, Michigan 48335

Entity:

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-Country -
- Other - Limited Liability Company - Delaware

Additional name(s) of conveying party(ies) attached:

yes  no

2. Name and Address of Party(ies) receiving an interest:

Name: Stalway Capital Management LP  
Street Address: 1044 Northern Blvd., Suite 106  
City: Roslyn  
State/Zip Code: New York 11576

Entity:

- Individual(s)  Association
- General Partnership  Limited Partnership - Delaware
- Corporation-Country -
- Other
- Citizenship

3. Description of the interest conveyed:

- Assignment  Change of Name  Other

- Security Agreement  Merger

Date of execution of attached document February 4, 2004

If not domiciled in the United States, a domestic representative designation is attached:

yes  no

(The attached document must not be an assignment)  
Additional name(s) and addresses attached:

yes  no

4. Application number(s) or registration number(s). Additional sheet attached?  yes  no

A. Trademark Application No.(s)

76/384,323  
76/384,322

B. Trademark Registration No.(s)

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

Name: Kelli N. Watson, Esq.  
FIRM: McDermott, Will & Emery  
Address: 600 13th Street, N.W.  
City/State/Zip: Washington, D.C. 20005-3096

6. Number of applications and registrations involved: 2

7.  The \$\_\_\_\_\_ filing fee is enclosed.

8.  Please charge the \$ 40.00 filing fee to  
Deposit Account No. 500417.  
(duplicate copy of this page attached)

9.  Please charge any deficiencies in fees or credit  
any overpayment to Deposit Account No. 500417.

DO NOT USE THIS SPACE

10. 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.

Kelli N. Watson  
Name of Person Signing

Signature

June 17, 2004  
Date

Total number of pages comprising coversheet: 2

CIH \$80.00 500417 76384323

**AGREEMENT  
(TRADEMARK)**

This AGREEMENT (TRADEMARK) (as amended, modified or otherwise supplemented from time to time, this "Agreement"), dated as of February 4, 2004, is made by INNER VISION IMAGING, L.L.C., a limited liability company (the "Grantor"), in favor of Stairway Capital Management LP, a Delaware limited partnership (the "Grantee").

**RECITALS**

Pursuant to the terms of that certain Security Agreement, dated as of February 4, 2004 (as may be amended, modified, extended and replaced from time to time, the "Security Agreement"), made by the Grantor in favor of the Grantee, the Grantor granted the Secured Party a security interest in certain of the Grantor's patents, trademarks, copyrights and other intellectual property and agreed to execute and deliver certain supplemental documents, including, without limitation, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Grantee, as follows:

**1. Definitions**

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

**2. Grant of Security Interest**

As collateral security for the prompt and complete payment and performance of the Obligations, the Grantor hereby assigns and pledges to the Grantee and hereby grants to the Grantee a security interest in, all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks and service marks of the Grantor related to the Products, including all registrations and recordings thereof, and all applications for registrations thereof, including without limitation those registrations and applications for registration of trademarks and service marks that are listed in Item A of Attachment 1 hereto (collectively, the "Trademarks");

(b) all licenses of Trademarks to or by the Grantor, including without limitation each Trademark license referred to in Item B of Attachment 1 hereto (collectively, the "Trademark Licenses");

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above;

(d) of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and

(e) all proceeds of, and rights associated with, any of the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark or Trademark Licenses or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any of the Trademark Licenses.

### 3. Security Agreement

This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Grantee in the Trademark Collateral with the U.S. Patent and Trademark Office (the "PTO"). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Grantee under the Security Agreement. The Security Agreement (and all rights and remedies of the Grantee thereunder) shall remain in full force and effect in accordance with its terms.

### 4. Additional Representation and Warranty and Covenant

In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, the Grantor hereby represents and warrants that Attachment 1 attached hereto sets forth an accurate and complete list of all Trademarks and Trademark Licenses owned by the Grantor which are registered with the PTO.

### 5. No Present Assignment; Release of Security Interest

(a) Neither the Security Agreement, this Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Grantor under the Security Agreement and this Agreement, it is the intention of the parties hereto that Grantor continue to own the Trademark Collateral.

(b) Upon the indefeasible payment and performance in full of the Obligations, the security interest granted herein shall automatically terminate, and all rights of the Grantee under the Security Agreement and this Agreement in and to the Trademark Collateral shall be released and terminated and the Trademark Collateral shall revert to the Grantor. Upon any such termination, the Grantee shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as Grantor shall reasonably request to release the Lien upon the Trademark Collateral which has been granted hereunder to evidence such termination.

### 6. Acknowledgment

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee (and the Secured Party) with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**7. Transfer of Title**

Notwithstanding anything to the contrary, to the extent title in or to the Trademark Collateral is transferred to a third party, the third party shall take its rights in the Trademark Collateral subject to the obligations and duties of Grantor under the applicable Assignor License Agreement.

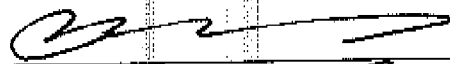
**8. Counterparts**

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

GRANTOR: INNER VISION IMAGING, L.L.C.

By:   
Name: RICHARD FANCAT  
Title: PRESIDENT AND CEO

ACCEPTED AND ACKNOWLEDGED BY:

STAIRWAY CAPITAL MANAGEMENT LP,  
By: Stairway Capital Advisors LLC,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Agreement (Trademark)]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

GRANTOR:

INNER VISION IMAGING, L.L.C.

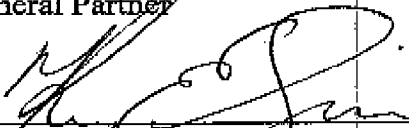
By:

Name \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

STAIRWAY CAPITAL MANAGEMENT LP,

By: Stairway Capital Advisors LLC,  
its General Partner

By:   
Name: Karen E. Simpson  
Title: Director

[Signature page to Agreement (Trademark)]

ACKNOWLEDGMENT OF INNER VISION IMAGING, L.L.C.

STATE OF Michigan )  
 ) ss.  
COUNTY OF Oakland )

Richard Forkas On this 4th day of February, 2004, before me personally appeared who executed the foregoing instrument on behalf of Inner Vision Imaging, LLC who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company authorized by its President and that he acknowledged said instrument to be the free act and deed of said limited liability company.

[SEAL]

Patti H. O'Callaghan  
Notary Public

PATTI H. O'CALLAGHAN  
Notary Public, Macomb County, MI  
(Acting in Oakland County, MI)  
My Commission Expires: January 23, 2008

ACKNOWLEDGMENT OF STAIRWAY CAPITAL MANAGEMENT LP

STATE OF New York,  
COUNTY OF New York ) ss.

KAREN SIMONE On this 4th day of February, 2004, before me personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[SEAL]

*Helen Rosado.*

Notary Public

HELEN ROSADO  
Notary Public, State of New York  
No. 31-4969593  
Qualified in New York County  
Commission Expires July 23, 2006



ATTACHMENT I  
TO AGREEMENT (TRADEMARK)

Item A -- Trademarks:

**U. S. TRADEMARKS**

<b>Trademark</b>	<b>Appln. Serial No.</b>	<b>Filing Date</b>	<b>Goods/Classes</b>
MICROLAPAROSCOPE	76384323	13 MAR 2002	IC 010 US 026 039 044
MLSCOPE	76384322	13 MAR 2002	IC 010 US 026 039 044

**FOREIGN TRADEMARKS**

None

Item B -- Trademark Licenses:

None