

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

TriVascular, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) November 24, 2004

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Boston Scientific Corporation

Internal _____

Address: _____

Street Address: One Boston Scientific Place

City: Natick

State: Massachusetts

Country: U.S.A. Zip: 01760

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Delaware

Other _____ Citizenship _____

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)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Eileen Sullivan

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-951-8144

Fax Number: 617-951-8736

Email Address: _____

6. Total number of applications and registrations involved:

Five

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140/00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 8880
Expiration Date 10/2007

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Eileen Sullivan
Signature

11/29/2004
Date

Eileen Sullivan
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

Trademarks and Trademark Registrations

U.S. TRADEMARKS

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
<i>TriVASCULAR</i>	2803021	1/6/04
TRIVASCULAR	2867015	7/27/04

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
ENOVUS	78/290,410	8/21/03
ENOVUS and Design	78/346/057	12/29/03
TRIVASCULAR and Design	78/346,029	12/29/03

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 24, 2004 between TriVascular, Inc., a California corporation having its principal place of business at 3360 North Laughlin Road, Santa Rosa, CA 95403 (the "Pledgor"), and Boston Scientific Corporation, a Delaware corporation having an office at One Boston Scientific Place, Natick, Massachusetts 01760 (the "Lender").

WHEREAS, the Pledgor and the Lender are parties to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Credit Agreement"), between the Company and the Lender.

WHEREAS, it is a condition precedent to the Lender's making any of the New Term Loans, the Pre-Closing Loans and the Post-Option Period Term Loan (each as defined in the Credit Agreement) to the Pledgor under the Credit Agreement that the Pledgor execute and deliver to the Lender a Trademark Security Agreement in substantially the form hereof;

WHEREAS, the Pledgor has executed and delivered to the Lender the Amended and Restated Security Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement"), pursuant to which the Pledgor has granted to the Lender a security interest in the Pledgor's personal property and fixture assets, including without limitation, the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, but excluding the Excluded Collateral (as defined in the Security Agreement), all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Security Agreement referred to below:

Associated Goodwill. All goodwill of the Pledgor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pending. With respect to any claim, action, suit, proceeding or investigation of a party or a party's interest in the Pledged Trademarks, that such party has been sued or initially notified with respect to such claim, action, suit, proceeding or investigation and such action, suit, proceeding or investigation has not been dismissed, completed or terminated.

Pledged Trademarks. All of the Pledgor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Trademark Security Agreement. This Trademark Security Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all present or future rights and interests of the Pledgor pursuant to any and all present and future franchising or licensing agreements in favor of the Pledgor, or to which the Pledgor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the present or future, including the right (but not the obligation) in the name of the Pledgor or the Lender to enforce, and sue and recover for, any breach or violation of any such agreement to which the Pledgor is a party.

Trademark Registrations. All present or future federal, state, local and foreign registrations of the Trademarks, all present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Pledgor or the Lender, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Pledgor or the Lender for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, Pledgor names, business names, fictitious business names, or trade dress used or associated with or appurtenant to the products, services and businesses of the Pledgor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Pledgor or are now owned, held or used by the Pledgor, in the Pledgor's business, or with the Pledgor's products and services, or in which the Pledgor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Pledgor in the Pledgor's business or with the Pledgor's products and services, or in which the Pledgor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Pledgor or its business or for the direct or indirect benefit of the Pledgor or its business, including all such uses by the Pledgor itself, by any of the affiliates of the Pledgor, or by any franchisee, licensee or contractor of the Pledgor.

Unless otherwise provided herein, the rules of interpretation set forth in §1 of the Credit Agreement shall be applicable to this Trademark Security Agreement. Notwithstanding anything to the contrary in the foregoing, the terms "Trademark Registrations", "Trademark Rights", "Trademark License Rights" and "Trademarks", as used herein, shall include rights and interests under licensing agreements pursuant to which Pledgor is the licensee, and the trademarks licensed thereunder, only to the extent that the grant of security interest in such rights and interests (as contemplated by this Trademark Security Agreement) would not result in a breach of the terms of or constitute a default under any such licensing agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations pursuant to the New Term Loans, the Pre-Closing Loans and the Post-Option Period Term Loan, the Pledgor hereby unconditionally grants to the Lender a continuing security interest in and first priority lien on the Pledged Trademarks and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Lender.

2.2. Supplemental to Security Agreement. Pursuant to the Security Agreement the Pledgor has granted to the Lender a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Lender in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Security Agreement, the grant of a security interest in the Pledged Trademarks hereunder, or the recordation of this Trademark Security Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Lender in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Security Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Lender in and to the Collateral under or in connection with the Security Agreement, this Trademark Security Agreement or the Uniform Commercial Code. Any and all rights and interests of the Lender in and to the Pledged Trademarks (and any and all obligations of the Pledgor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Lender (and the obligations of the Pledgor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Pledgor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Pledgor; (ii) the Trademarks and Trademark Registrations owned by Pledgor are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of such Trademarks or Trademark Registrations; (iii) to the best of the Pledgor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Pledgor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third parties with respect to Trademarks that the Pledgor is licensed to use), free and clear of any

liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Pledgor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Security Agreement; (vi) the Pledgor has the unqualified right to enter into this Trademark Security Agreement and to perform its terms; (vii) this Trademark Security Agreement, together with the Security Agreement, will create in favor of the Lender a valid and perfected first priority security interest in the Pledged Trademarks under the Uniform Commercial Code as in effect in the State of California upon making the filings referred to in clause (viii) of this §3; and (viii) except for the filing of financing statements with the Secretary of State of the State of California under the Uniform Commercial Code and the recording of this Trademark Security Agreement with the PTO and except for any filings which may be required in jurisdictions outside the United States, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (a) for the grant by the Pledgor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Security Agreement by the Pledgor, or (b) for the perfection of or the exercise by the Lender of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Lender's prior written consent, except to the extent expressly permitted hereunder, the Pledgor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, or alienate any of the Pledged Trademarks, or (ii) enter into any agreement that is inconsistent with the Pledgor's obligations under this Trademark Security Agreement or the Security Agreement; provided, however, that Pledgor shall use commercially reasonable efforts not to enter into license agreements (pursuant to which it is the licensee) which agreements prohibit Pledgor from pledging its rights thereunder to the Lender in accordance with this Trademark Security Agreement or the Security Agreement, but shall be permitted to enter into such agreements if and to the extent that Pledgor determines that entry into such agreements is necessary or appropriate, in Pledgor's commercially reasonable judgment.

5. AFTER-ACQUIRED TRADEMARKS, ETC.

5.1. After-acquired Trademarks. If, before all of the Obligations pursuant to the New Term Loans, the Pre-Closing Loans and the Post-Option Period Term Loan shall have been finally paid and satisfied in full, the Pledgor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Security Agreement shall automatically apply thereto and the Pledgor shall promptly (but in no event more frequently than once every sixty (60) days) provide to the Lender notice thereof in writing and execute and deliver to the Lender such documents or instruments as the Lender may reasonably request further to implement, preserve or evidence the Lender's interest therein.

5.2. Amendment to Schedule. The Pledgor authorizes the Lender to modify this Trademark Security Agreement, without the necessity of the Pledgor's further approval or signature, by amending Schedule A hereto to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

6. TRADEMARK PROSECUTION.

6.1. Pledgor Responsible. The Pledgor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks.

6.2. Pledgor's Duties, etc. The Pledgor shall have the right and the duty to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations, unless the Pledgor, in its commercially reasonable judgment, determines not to maintain and preserve any or all of such rights. Any expenses incurred in connection with such applications and actions shall be borne by the Pledgor.

6.3. Pledgor's Enforcement Rights. The Pledgor shall have the right (but not the obligation) to bring suit or other action in the Pledgor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights.

6.4. Protection of Trademarks, etc. In general, the Pledgor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Pledgor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks. Notwithstanding anything to the contrary in the foregoing, Pledgor shall not be obligated to take, or to omit to take, directly or through others under its control, any action with respect to any Pledged Trademarks which Pledgor, in its commercially reasonable judgment, has determined not to maintain, protect, preserve, care for or enforce.

6.5. Notification by Pledgor. Promptly upon a Responsible Officer obtaining knowledge thereof, the Pledgor will notify the Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Pledgor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the ability of the Pledgor or the Lender to dispose of any of the Pledged Trademarks or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

7. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, then upon notice to the Pledgor, the Lender shall have, in addition to all other rights and remedies given it by this Trademark Security Agreement (including, without limitation, those set forth in §2.2), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of California, and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Pledgor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part

of the Pledged Trademarks, or any interest that the Pledgor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Lender in attempting to enforce this Trademark Security Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations pursuant to the New Term Loans, the Pre-Closing Loans and the Post-Option Period Term Loan as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Pledgor at least five (5) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Pledgor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

8. COLLATERAL PROTECTION.

If the Pledgor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Pledgor shall be breached, and in either case an Event of Default has occurred and is continuing, the Lender, in its own name or that of the Pledgor (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Pledgor agrees promptly to reimburse the Lender for any cost or expense incurred by the Lender in so doing.

9. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Pledgor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as the Lender may select in its exclusive discretion) as the Pledgor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Lender to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Pledgor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Pledgor is obligated to execute and do hereunder. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Security Agreement.

10. FURTHER ASSURANCES.

The Pledgor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may reasonably request or as may be necessary in order to implement the provisions of this Trademark Security Agreement or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in the Pledged Trademarks.

11. TERMINATION.

At such time as all of the Obligations pursuant to the New Term Loans, the Pre-Closing Loans and the Post-Option Period Term Loan have been finally paid and satisfied in full, this Trademark Security Agreement shall terminate and the Lender shall, promptly and in any event within five (5) Business Days of request from the Pledgor, execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Pledgor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Lender by the Pledgor pursuant to this Trademark Security Agreement, as fully as if this Trademark Security Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Lender in accordance herewith or the Security Agreement.

12. COURSE OF DEALING.

No course of dealing between the Pledgor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Lender in connection with the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Pledgor.

14. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Pledgor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement; provided, however, that no such interest shall apply if such amounts are paid within applicable grace periods.

15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

EXCEPT AS TO LOSSES INDEMNIFIABLE BY THE PLEDGOR UNDER ARTICLE 8 OF THE DISTRIBUTION AGREEMENT (IN WHICH CASE SUCH ARTICLE 8 OF THE DISTRIBUTION AGREEMENT SHALL GOVERN), THE PLEDGOR SHALL INDEMNIFY THE LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES ("LOSSES"), INCURRED BY THE LENDER IN ITS CAPACITY AS SECURED PARTY, WITH RESPECT TO ANY CLAIM OR CLAIMS BROUGHT BY THIRD PARTIES REGARDING THE PLEDGOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF,

WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE.

16. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Security Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, teletype or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Pledgor, at 3360 North Laughlin Road, Santa Rosa, CA 95403, Attention: General Counsel and Attention: Director of Finance, or at such other address for notice as the Pledgor shall last have furnished in writing to the person giving the notice; and

(b) if to the Lender, at One Boston Scientific Place, Natick, Massachusetts 01760, Attention: Chief Financial Officer and Assistant General Counsel, or at such other address for notice as the Lender shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, teletype, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

17. AMENDMENT AND WAIVER.

This Trademark Security Agreement is subject to modification only by a writing signed by the Lender and the Pledgor, except as provided in §6.2. Neither party shall be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by it. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

18. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA. Each of the Pledgor and the Lender agrees that any suit for the enforcement of this Trademark Security Agreement may be brought in the courts of the State of California sitting in San Francisco, or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon it by mail at the address specified in §17. Each of the Pledgor and the Lender hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

19. WAIVER OF JURY TRIAL.

THE PLEDGOR AND THE LENDER WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF

ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS (WITH THE EXCEPTION OF ANY ACTION OR CLAIM BROUGHT BY THE PLEDGOR ARISING OUT OF THE LENDER'S FAILURE TO MAKE THE POST-OPTION PERIOD TERM LOAN IN ACCORDANCE WITH SECTIONS 2.3 OR 2.4 OF THE CREDIT AGREEMENT). Except as prohibited by law, each of the Pledgor and the Lender waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each of the Pledgor and the Lender (i) certifies to the other that neither it nor any of its representatives, agents or attorneys has represented, expressly or otherwise, that it would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which it is a party, it is relying upon, among other things, the waivers and certifications contained in this §19.


20. MISCELLANEOUS.

The headings of each section of this Trademark Security Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Security Agreement and all rights and obligations hereunder shall be binding upon the Pledgor and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Security Agreement and the Credit Agreement, or between this Trademark Security Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Security Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of
ay and year first above written.

TRIVASCULAR, INC.

By: 
Name: MICHAEL CHOBOTOV
Title: PRESIDENT & CEO

BOSTON SCIENTIFIC CORPORATION

By: _____
Lawrence C. Best
Senior Vice President-Finance &
Administration and Chief Financial
Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of
ay and year first above written.

TRIVASCULAR, INC.

By: _____
Name:
Title:

BOSTON SCIENTIFIC CORPORATION

By: _____
Lawrence C. Best
Senior Vice President-Finance &
Administration and Chief Financial
Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Sonoma)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 21st day of November, 2004, personally appeared Michael Chobotav to me ~~known personally~~, and who, being by me duly sworn, deposes and says that he is the President/CEO of TriVascular, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Michael Chobotav acknowledged said instrument to be the free act and deed of said corporation.

Ann E. Conger
Notary Public
My commission expires: June 12, 2007

