

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
AGA Medical Corporation		07/28/2005	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Lehman Commercial Paper, Inc.		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2144604	AMPLATZER	
Registration Number:	2760128	TORQVUE	
Registration Number:	2818165	TORQVUE	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	doug.plante@weil.com		
Correspondent Name:	Weil, Gotshal & Manges, c/o Doug Plante		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 11001		
NAME OF SUBMITTER:	Doug Plante		
Signature:	/Doug Plante/		
Date:	07/28/2005		

CH \$90.00 2144604

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*"), dated as of July 28, 2005, is executed by each of the entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Lehman Commercial Paper Inc. ("*Lehman*"), as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Collateral Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 28, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among AGA Medical Corporation (the "*Borrower*"), Bank of America, N.A., Citicorp USA, Inc., Deutsche Bank Trust Company Americas, Wachovia Bank, National Association and Lehman (collectively, the "*Lenders*"), as agent for the Lenders (in such capacity, the "*Administrative Agent*"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to that certain Guarantee and Collateral Agreement, dated as of even date herewith (the "*Collateral Agreement*"), by and among the Grantors and the Collateral Agent, pursuant to which they have guaranteed the Obligations and are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

As security for the payment and performance, as applicable, in full of the Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark

or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall remain liable and assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral.

Section 5. Counterparts

This Trademark Security Agreement may be executed by one or more of the parties hereto in any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6. Security Agreement

This Trademark Security Agreement may be executed by one or more of the parties hereto in any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AGA MEDICAL CORPORATION,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AGA MEDICAL CORPORATION,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent

By: 
Name: Craig Malloy
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Registered Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
AGA Medical Corporation	AMPLATZER	United States	2144604	3/17/1998
AGA Medical Corporation	TORQVUE	United States	2760128	9/2/2003
AGA Medical Corporation	TORQVUE & Design	United States	2818165	2/24/2004

TRADEMARK APPLICATIONS

<u>Registered Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Date Filed</u>
AGA Medical Corporation	AMPLATZER	United States	769603	9/22/1997

TRADEMARK LICENSES

None.