

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gerald Dorros M.D.		09/22/2005	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Power Medical Interventions, Inc.
Street Address:	2021 Cabot Boulevard West
City:	Langhorn
State/Country:	PENNSYLVANIA
Postal Code:	19047
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	75675375	POWERMED
Serial Number:	75715137	POWERMED, INC.
Registration Number:	2727454	SURGASSIST
Serial Number:	75785235	COMPUTER POWERED INTERVENTIONS
Serial Number:	75795331	E-SURGERY
Serial Number:	76096597	SURGASSIST
Serial Number:	76175669	
Serial Number:	76175670	INNOVATIVE BY NATURE
Registration Number:	2629207	POWER MEDICAL INTERVENTIONS
Serial Number:	76197993	
Registration Number:	2599791	DIGITAL LOADING UNIT

CORRESPONDENCE DATA

Fax Number: (617)832-7000

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

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Phone: 617-832-1000
Email: akwan@foleyhoag.com
Correspondent Name: Amy M. Kwan
Address Line 1: 155 Seaport Boulevard
Address Line 2: Seaport World Trade Center West
Address Line 4: Boston, MASSACHUSETTS 02210-2600

NAME OF SUBMITTER:	Amy M. Kwan
Signature:	/Amy M. Kwan/
Date:	09/23/2005

Total Attachments: 5
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EXECUTION COPY**RELEASE OF TRADEMARK SECURITY**

This Release of Trademark Security is made as of the 13th day of May, 2005 (the "Payoff Date"), by and between Power Medical Interventions, Inc., a Delaware corporation ("Grantor") and Gerald Dorros, M.D., ("Secured Party").

WHEREAS, Grantor and Secured Party entered into an Intellectual Property Security Agreement dated as of May 22, 2002 (the "Security Agreement").

WHEREAS, Grantor granted to Secured Party a Trademark Security Assignment dated as of May 22, 2002 (the "Trademark Security Agreement") which has been recorded by the Trademark Assignment Division of the U.S. Patent and Trademark Office, Reel/Frame 002523/0276.

WHEREAS, a Corrective Coversheet to change nature of conveyance from Assignment to Security Interest that was previously recorded on Reel 002523, Frame 0276 has been recorded by the Trademark Assignment Division of the U.S. Patent and Trademark Office, Reel/Frame 002736/0978.

WHEREAS, a Corrective Assignment to change the nature of conveyance from "Assignment" to "Security Interest" for the conveyance recorded at Reel/Frame 002523/0276 has been recorded by the Trademark Assignment Division of the U.S. Patent and Trademark Office, Reel/Frame 002927/0081.

WHEREAS, Grantor has repaid the obligations owed to Secured Party under the Security Agreement and Secured Party has agreed to terminate, release and discharge its security interest in all the trademarks listed on Schedule A.

WHEREAS, in August 2003, Power Medical Interventions, Inc., a Pennsylvania corporation, merged with and into a wholly-owned subsidiary organized under the laws of Delaware. The surviving corporation, named Power Medical Interventions, Inc., a Delaware corporation, maintains the same principal place of business and possesses all of the rights, privileges, powers and liabilities of the two constituent corporations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

As of the Payoff Date, all of Secured Party's security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created pursuant to the Security Agreement and the Trademark Security Agreement (collectively, the "Security Interests") shall be automatically terminated, released and discharged, and the Secured Party hereby authorizes Grantor to file any such documents, including filings with the U.S. Patent and Trademark Office against the trademarks listed in Schedule A hereto, as shall be necessary to effect the termination, release and discharge of all of the Security Interests. In addition, promptly upon the request of Grantor, Secured Party will do any and all other acts and things and execute and deliver any and all other documents or instruments that Grantor may reasonably require.


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This Release may be executed in any number of counterparts, but all of such counterparts shall together constitute one and the same instrument. This Release shall be governed and construed in accordance with the laws of the State of Pennsylvania, without regard to the principles thereof relating to conflict of laws.

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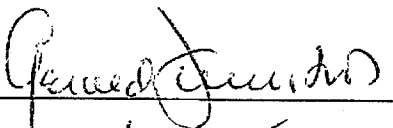
EXECUTION COPY

IN WITNESS WHEREOF, each of the parties hereto has caused this document to be signed on the date appearing below by a duly authorized representative.

<p>POWER MEDICAL INTERVENTIONS, INC.</p> <p>By  Its <u>PRESIDENT & CEO</u> Date <u>SEPT 14, 2005</u></p>	<p>GERALD DORROS, M.D.</p> <p>_____</p> <p>Date _____</p>
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EXECUTION COPY

IN WITNESS WHEREOF, each of the parties hereto has caused this document to be signed on the date appearing below by a duty authorized representative.

<p>POWER MEDICAL INTERVENTIONS, INC.</p> <p>By _____ Its _____ Date _____</p>	<p>GERALD DORROS, M.D.</p> <p> _____ Date <u>9/22/05</u></p>
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SCHEDULE A

<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
POWERMED	75/675375	4/27/99
POWERMED, INC.	75/715137	6/21/99
SURGASSIST	2727454	6/17/03
COMPUTER POWERED INTERVENTIONS	75/785235	9/20/99
E-SURGERY	75/795331	10/4/99
SURGASSIST	76/096597	7/24/00
MISCELLANEOUS DESIGN	76/175669	12/5/00
INNOVATIVE BY NATURE	76/175670	12/5/00
POWER MEDICAL INTERVENTIONS	2629207	10/1/02
MISCELLANEOUS DESIGN	76/197993	1/23/01
DIGITAL LOADING UNIT	2599791	7/23/02

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