

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
Synergetics IP, Inc.		10/12/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Estate of Leonard I. Malis		
Street Address:	219-44 Peck Avenue		
City:	Queens		
State/Country:	NEW YORK		
Postal Code:	11427		
Entity Type:	ESTATE: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	873123	MALIS	
Registration Number:	1644328	MALIS	
CORRESPONDENCE DATA			
Fax Number:	(314)621-5065		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-621-5070		
Email:	gashbrook@armstrongteasdale.com		
Correspondent Name:	Marta I. Burgin		
Address Line 1:	One Metropolitan Square, Suite 2600		
Address Line 4:	St. Louis, MISSOURI 63102-2740		
ATTORNEY DOCKET NUMBER:	17067-2		
NAME OF SUBMITTER:	Marta I. Burgin		
Signature:	/MIB-ATLLP/		
Date:	10/14/2005		

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Total Attachments: 13

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SECURITY AGREEMENT

This Security Agreement is made on October 12, 2005,

BETWEEN the Debtor, Synergetics IP, Inc., a Delaware corporation, with a business address of 3845 Corporate Centre Drive, O'Fallon, Missouri 63368, referred to as "Grantor";

AND the Secured Party, Estate of Leonard I. Malis, whose address is at 219-44 Peck Avenue, Queens, New York 11427, referred to as the "Lender".

Definitions. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code as in effect from time to time in the State of New York:

REDACTED

- c. **Collateral.** As defined on page 2 of this Agreement.

REDACTED

TRADEMARK

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Grant of Security Interest. To induce Lender to accept the Note and the terms thereof, as payment for Grantor's exercise of a certain option agreement dated October 22, 2004, by and between Grantor, as successor in interest to the Parent Company, and Lender ("Option Agreement") and for other valuable consideration, Grantor grants to Lender a first priority security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have at law or in equity.

Collateral Description. The word "Collateral" as used in this Agreement means the following described property of Grantor, wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

a. All Grantor's rights in the "Malis" trademark and all variations thereof (referred to as "Trademark" or the "Intellectual Property") and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registration and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and the right to obtain all renewals, extensions and continuations thereof.

b. All renewals, of any of the Intellectual Property.

d. All proceeds (including insurance proceeds) from the sale, destruction, loss, or other voluntary or involuntary disposition of any of the Intellectual Property described in this Collateral section and all royalties and licensing fees of, to or from any such Collateral.

REDACTED

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GRANTOR:

Synergetics IP, Inc.

By: 
Gregg D. Scheller, President and CEO

SIGNATURE PAGE TO SYNERGETICS IP, INC. SECURITY AGREEMENT

LENDER:

Estate of Leonard I. Malis

By: Ruth Malis
Ruth Malis, Preliminary Executor

SIGNATURE PAGE TO SYNERGETICS IP, INC. SECURITY AGREEMENT