

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
Power Medical Interventions, Inc.		11/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	83 Wooster Heights Road
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2629207	POWER MEDICAL INTERVENTIONS
Registration Number:	2727454	SURGASSIST
Serial Number:	76197993	
Registration Number:	2599791	DIGITAL LOADING UNIT
Serial Number:	78703698	POWER EXTENDER STRAIGHT
Serial Number:	78458167	THE ULTIMATE MEDICAL TECHNOLOGY
Serial Number:	76387695	ENABLING SURGERY THROUGH DIGITAL TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-981-3483
 Email: dclark@sidley.com
 Correspondent Name: Dusan Clark, Esq.
 Address Line 1: Sidley Austin Brown & Wood, LLP
 Address Line 2: 717 N. Harwood St., Suite 3400

CH \$190.00 2629207

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 22273-201

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/

Date: 12/07/2005

Total Attachments: 3
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of November 29, 2005 by and from Power Medical Interventions, Inc. (the "Grantor"), a Delaware corporation, whose principal address is 2021 Cabot Blvd., Langhorne, PA 19047, to and in favor of General Electric Capital Corporation (the "Grantee"), a Delaware corporation, whose principal address is 83 Wooster Heights Road, Danbury, CT 06810, for itself and as Agent for the Lenders (as defined in the Security Agreement referenced below).

WHEREAS, Grantor and Grantee have entered into a Master Security Agreement dated May 13, 2005 (as amended from time to time, the "Security Agreement").

WHEREAS, the Grantor has adopted, owns, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registrations with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.


2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Indebtedness of Grantor, pursuant to the Security Agreement. Upon the payment in full of all Indebtedness (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

Power Medical Interventions, Inc.

By: 

Name: Michael P. Whitman

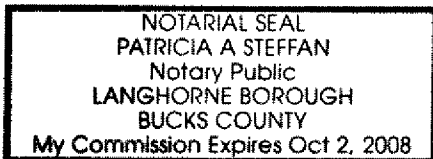
Title: PRESIDENT & CEO

STATE OF Pennsylvania)
Bucks COUNTY)

Michael P. Whitman, known to me to be the President & CEO of Power Medical Interventions, Inc. personally came before me this 5th day of December, 2005, and executed or acknowledged to me that he executed the foregoing Confirmatory Grant of Security Interest in United States Trademarks on behalf of Power Medical Interventions, Inc and pursuant authority duly received.

(SEAL)

Patricia A. Steffan
Notary Public, State of Pennsylvania
My Commission Expires: October 2, 2008



**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A – SCHEDULE OF TRADEMARKS**

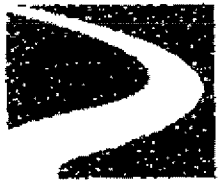
NO.	MARK	REGISTRATION NO.	SERIAL NO.	OWNER
1.	POWER MEDICAL INTERVENTIONS	2,629,207	76-189,537	POWER MEDICAL INTERVENTION, INC.
2.	SURGASSIST	2,727,454	75-715,138	POWER MEDICAL INTERVENTION, INC.
3.	DESIGN ONLY 		76-197,993	POWER MEDICAL INTERVENTION, INC.
4.	DIGITAL LOADING UNIT	2,599,791	76-250,650	POWER MEDICAL INTERVENTION, INC.
5.	POWER EXTENDER STRAIGHT		78-703,698	POWER MEDICAL INTERVENTION, INC.
6.	THE ULTIMATE MEDICAL TECHNOLOGY		78-458,167	POWER MEDICAL INTERVENTION, INC.
7.	ENABLING SURGERY THROUGH DIGITAL TECHNOLOGY		76-387,695	POWER MEDICAL INTERVENTION, INC.

Exhibit A