

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MCT II, LLC		03/31/2006	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SBN MCT II, Llc		
<b>Street Address:</b>	1700 Lincoln Street		
<b>Internal Address:</b>	Suite 2150		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80203		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2694939	PROTRACTOR	
Registration Number:	2246546	PNEUMO DOME	
Registration Number:	2057947	PNEUMO SLEEVE	
Registration Number:	2055934	DEXTERITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-609-7838		
<b>Email:</b>	tsettle@vedderprice.com		
<b>Correspondent Name:</b>	Tammy S. Settle		
<b>Address Line 1:</b>	222 North LaSalle Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	36347.00.0008/TSS		

**CH \$115.00 2694939**

NAME OF SUBMITTER:	Tammy S. Settle
Signature:	/tsettle/
Date:	04/12/2006
<b>Total Attachments: 9</b> source=MCTII#page1.tif source=MCTII#page2.tif source=MCTII#page3.tif source=MCTII#page4.tif source=MCTII#page5.tif source=MCTII#page6.tif source=MCTII#page7.tif source=MCTII#page8.tif source=MCTII#page9.tif	

**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2006, is made by MCT II, LLC, a Pennsylvania limited liability company (the "Grantor"), in favor of SBN MCTII LLC (the "Lender").

**RECITALS**

A. The Grantor has entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lender and certain other parties, pursuant to which the Lender has agreed to make loans to the Grantor.

B. The Grantor has entered into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein, in the Security Agreement, and in the Credit Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and is subject to the rights, obligations and limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

**[SIGNATURE PAGE FOLLOWS]**

*Patent and Trademark Security Agreement Signature Page*

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MCT II, LLC

By: 

Name: ROBERT DRAGL

Title: President

*Patent and Trademark Security Agreement Signature Page*

Acknowledged:

**SBN MCTII LLC**

By:   
Name: MARC K. FURSTEIN  
Title: AUTHORIZED SIGNATORY

STATE OF Pennsylvania  
COUNTY OF Montgomery ) SS

On this 31 day of March, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he/she is the above-indicated officer of the Grantor, and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors or similar governing of said entity.

Lori A. Canfield  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Lori A. Canfield, Notary Public  
Franconia Twp., Montgomery County  
My Commission Expires Sept. 11, 2007

Member, Pennsylvania Association of Notaries

# SCHEDULE 1

## TRADEMARKS

### U.S. TRADEMARK

MARK	REGISTRATION	DATE
PROTRACTOR	2,694,939	03/11/2003
PNEUMO DOME	2,246,546	05/18/1999
PNEUMO SLEEVE	2,057,947	04/29/1997
DEXTERITY	2,055,934	04/22/1997

### FOREIGN TRADEMARKS

MARK	COUNTRY	REGISTRATION NUMBER	DATE
DEXTERITY	JAPAN	4,456,883	03/02/2001
DEXTERITY	EUROPE	939496	01/19/2000



## SCHEDULE 2

### PATENTS AND PATENT APPLICATIONS

#### U.S. PATENTS

TITLE	PATENT NO.	DATE
Improvements in Surgical Apparatus	5,640,977	06/24/1997
Improvements in Surgical Apparatus	5,813,409	09/29/1998
Adjustable Surgical Wound Protector	5,524,644	06/11/1996
Surgical Retractor Liner and Integral Drape Assembly Protractor	5,649,550	07/22/1997
Surgical Retractor Liner and Integral Drape Assembly Protractor	6,382,211	05/07/2002
Surgical Retractor Liner and Integral Drape Assembly Protractor	6,814,078	11/09/2004
Extracorporeal Pneumoperitoneum Enclosure and Method of Use	5,853,395	12/29/1998
Extracorporeal Pneumoperitoneum Enclosure and Method of Use	6,485,467	11/26/2002
Improved O-Ring for Incrementally Adjustable Incision Liner and Retractor	6,450,983	09/17/2002
Improved O-Ring for Incrementally Adjustable Incision Liner and Retractor	6,613,952	09/02/2003

#### U.S. PATENT APPLICATIONS

TITLE	APPLICATION NO.	FILING DATE
Improved O-Ring for Incrementally Adjustable Incision Liner and Retractor	10/440,757	05/19/2003
Improved O-Ring for Incrementally Adjustable Incision Liner and Retractor	10/396,161	03/25/2003
Improved O-Ring for Incrementally Adjustable Incision Liner and Retractor	11/142,654	06/01/2005

FOREIGN PATENTS AND APPLICATIONS

TITLE	COUNTRY	PATENT NO./APPLICATION NO.	ISSUED/FILING DATE
Extracorporeal Pneumoperitoneum Enclosure and Method of Use	EUROPE	996367	09/28/2005
Improvements in Surgical Apparatus	TAIWAN	95106726	06/30/1995
Surgical Retractor Liner Appliance	PCT	PCT/US1997/12800	07/21/1997
Extracorporeal Pneumoperitoneum Enclosure and Method of Use	PCT	PCT/US1997/18168	10/08/1997
Extracorporeal Pneumoperitoneum Enclosure and Method of Use	MEXICO	217854	12/01/2003
Extracorporeal Pneumoperitoneum Enclosure and Method of Use	CANADA	2,281,223	
Improved O-Ring for Incrementally Adjustable Incision Liner and Retractor	EUROPE	EP 02 74 8174.6	07/16/2002
Improved O-Ring for Incrementally Adjustable Incision Liner and Retractor	CANADA	2,462,541	07/16/2002
Improved O-Ring for Incrementally Adjustable Incision Liner and Retractor	PCT	PCT/US2002/22541	07/16/2002
Improvements in Surgical Apparatus	PCT	W09527445	10/19/1995
Improved O-Ring for Incrementally Adjustable Incision Liner and Retractor	PCT	PCT/US2004/15604	05/19/2004
Improved O-Ring for Incrementally Adjustable Incision Liner and Retractor	EUROPE	EP 04 75 2598.5	05/19/2004
Extracorporeal Pneumoperitoneum Enclosure and Method of Use	JAPAN	2001514535	09/11/2001

Improvements in Surgical Apparatus	AUSTRALIA	2223195	10/30/1995
Improvements in Surgical Apparatus	AUSTRALIA	2240395	10/30/1995
Improvements in Surgical Apparatus	IRELAND	71634	02/26/1997
Improvements in Surgical Apparatus	PCT	W09527468	10/19/1995
Surgical Retractor Liner Appliance	EUROPE	999799	05/17/2000
Surgical Retractor Liner Appliance	AUSTRALIA	3888897	02/10/1999