### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

RELEASE BY SECURED PARTY NATURE OF CONVEYANCE:

### **CONVEYING PARTY DATA**

| Name          | Formerly | Execution Date | Entity Type               |
|---------------|----------|----------------|---------------------------|
| Credit Suisse |          | 12/11/2006     | a Swiss Bank: SWITZERLAND |

### **RECEIVING PARTY DATA**

| Name:           | Angiotech BioCoatings Corp. |  |  |
|-----------------|-----------------------------|--|--|
| Street Address: | 336 Summit Point Drive      |  |  |
| City:           | Henrietta                   |  |  |
| State/Country:  | NEW YORK                    |  |  |
| Postal Code:    | 14467                       |  |  |
| Entity Type:    | CORPORATION: NEW YORK       |  |  |

### PROPERTY NUMBERS Total: 6

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 2480990 | BOND-COAT  |
| Registration Number: | 2366764 | ECHO-COAT  |
| Registration Number: | 2802728 | GRAFT-COAT |
| Registration Number: | 2517666 | MEDI-COAT  |
| Registration Number: | 2518640 | MEDI-COAT  |
| Registration Number: | 2172305 | SLIP-COAT  |

### **CORRESPONDENCE DATA**

Fax Number: (310)712-8800

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

Phone: 310-712-6619

Email: fleishera@sullcrom.com Sullivan & Cromwell LLP Correspondent Name:

1888 Century Park East, 21st Floor Address Line 1:

Attn: Alison F. Fleisher Address Line 2:

Los Angeles, CALIFORNIA 90067 Address Line 4:

**REEL: 003442 FRAME: 0270** 

**TRADEMARK** 

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| NAME OF SUBMITTER:   | David W. Falk   |
|--|-----------------|
| Signature:   | /David W. Falk/ |
| Date:  | 12/12/2006      |
| Total Attachments: 4 source=AngiotechBiocoatings#page1.tif source=AngiotechBiocoatings#page2.tif source=AngiotechBiocoatings#page3.tif source=AngiotechBiocoatings#page4.tif |                 |

# TERMINATION AND RELEASE OF SECURITY INTEREST (Trademarks)

This RELEASE OF SECURITY INTEREST (Trademarks) (this "Release") is made and effective as the date indicated below and is granted by **CREDIT SUISSE**, a Swiss Bank, in its capacity as administrative agent and collateral agent (the "Collateral Agent"), in favor of ANGIOTECH BIOCOATINGS CORP., a New York corporation ("Releasee").

WHEREAS, the Releasee and the Collateral Agent are parties to that certain Credit Agreement dated as of March 23, 2006 (the "Credit Agreement");

WHEREAS, the Releasee and the Collateral Agent are parties to that certain U.S. Security Agreement dated as of March 23, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Releasee executed that certain Trademark Security Agreement dated as of March 23, 2006 and the Amended and Restated Trademark Security Agreement dated as of August 18, 2006 (together, the "<u>Trademark Security Agreements</u>") in favor of the Collateral Agent, pursuant to which the Releasee granted to the Collateral Agent a continuing security interest in, to and under all of the following: (a) Trademark registrations and applications for trademark registrations set forth on <u>Schedule A</u> attached hereto; (b) all Goodwill associated with such Trademarks; and (c) all Receivables and Proceeds thereof, ((a), (b) and (c) collectively, the "<u>Trademark Collateral</u>");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 003287/Frame 0009;

WHEREAS, the Collateral Agent acknowledges that Releasee has fully performed and satisfied all obligations, and has paid in full all of its outstanding indebtedness, secured by the Trademark Collateral conveyed pursuant to and in connection with the Credit Agreement, Security Agreement and the Trademark Security Agreements;

WHEREAS, the Releasee requests that the Collateral Agent terminate, release and discharge fully its security interest in and to the Trademark Collateral; and

WHEREAS, the Collateral Agent wishes to terminate, release and discharge fully such security interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself, its successors, legal representatives and assigns, hereby terminates, releases and discharges fully its security interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to the Collateral Agent (if any) pursuant to the Credit Agreement, Security Agreement and the Trademark Security Agreements.

The Collateral Agent further agrees to execute and deliver to the Releasee any and all further documents or instruments and do any and all further acts which the Releasee (or its

agents or designees) reasonably request in order to confirm this Release and the Releasee's right, title and interest in and to the Trademark Collateral.

[signature pages to follow]

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date first written above.

CREDIT SUISSE, as Collageral Agent

By:

Name: Phillip Ho Title: Director

Name: Denise Alva

Title: Associate

### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York

COUNTY OF Mew York

SS.:

On this day of December 2006, before me, the undersigned, personally appeared to the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York No. 31-4856852

Qualified in New York County

Commission Expires April 14, 2010

[US Termination and Release of Security Interest (Trademark)]

# Schedule A

# TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

### ANGIOTECH BIOCOATINGS CORP.

| ANGIOTECH BIOCOATINGS CORP.<br>Mark | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|-------------------------------------|--------------------------------|---------------------------------------|
| BOND-COAT                           | 75/574,564<br>10/22/98         | 2,480,990<br>08/21/01                 |
| ECHO-COAT                           | 75/403,969<br>12/11/97         | 2,366,764<br>07/11/00                 |
| GRAFT-COAT                          | 76/066,480<br>06/09/00         | 2,802,728<br>01/06/04                 |
| MEDI-COAT                           | 75/275,917<br>04/16/97         | 2,517,666<br>12/11/01                 |
| MEDI-COAT                           | 75/980,777<br>04/16/97         | 2,518,640<br>12/11/01                 |
| SLIP-COAT                           | 75/171,810<br>09/25/96         | 2,172,305<br>07/14/98                 |

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**RECORDED: 12/12/2006**