

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rivervest Venture Partners I, LLC		02/12/2007	limited liability company: DELAWARE

## RECEIVING PARTY DATA

Name:	TissueLink Medical, Inc.
Street Address:	One Washington Center
Internal Address:	Suite 400
City:	Dover
State/Country:	NEW HAMPSHIRE
Postal Code:	03820
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2772023	TISSUELINK
Registration Number:	2944941	TISSUELINK
Registration Number:	2772022	
Registration Number:	2782263	TISSUELINK
Registration Number:	2551314	SIMPLY BETTER SURGERY
Registration Number:	2772118	FLOATING BALL
Serial Number:	78612640	HEMOSEALING
Serial Number:	78718381	AQUAMANTYS

## CORRESPONDENCE DATA

Fax Number: (612)339-4181

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

Phone: 612-349-0873

Email: tlmcbroom@rkmc.com

TRADEMARK

REEL: 003558 FRAME: 0818

900079011

OP \$215.00 2772023

Correspondent Name: Taiesha McBroom  
Address Line 1: 800 LaSalle Avenue  
Address Line 2: 2800 LaSalle Plaza  
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	124322.0001
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NAME OF SUBMITTER:	Taiesha McBroom
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Signature:	/Taiesha McBroom/
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Date:	06/11/2007
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**Total Attachments: 8**

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## TERMINATION AND RELEASE OF SECURITY INTERESTS

February 12, 2007

Reference is hereby made to that certain Security Agreement, dated as of September 5, 2006 (the "Security Agreement"), executed by TissueLink Medical, Inc., a Delaware corporation (the "Grantor"), in favor of RiverVest Venture Partners I, LLC, a Delaware limited liability company (the "Collateral Agent"), as Collateral Agent for the benefit of the Secured Parties, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties and the holders from time to time of the Secured Obligations, a security interest in all of the Grantor's right, title and interest in and to the Collateral, including without limitation, those patents and patent applications set forth on Schedule I and those trademarks set forth on Schedule II. All terms used and not defined herein shall have the meaning ascribed to them in the Security Agreement.

**WHEREAS**, pursuant to Section 4 of the Security Agreement, the Collateral Agent's interest in the Collateral is of no further force or effect as of the conversion of the Notes pursuant to the Purchase Agreement (such conversion having occurred on February 12, 2007); and

**WHEREAS**, Collateral Agent wishes to acknowledge and document the release of its security interest in the Collateral and retransfer and reassign to the Grantor, without representation or warranty, and without recourse, all of the Collateral Agent's right, title and interest (and the right, title and interest of all Secured Parties and the holders from time to time of the Secured Obligations) in and to the Collateral;

**NOW THEREFORE**, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged:

1. Collateral Agent hereby releases any security interest it (or any Secured Party or holder from time to time of the Secured Obligations) may have in the Collateral and retransfers and reassigns to Grantor, without representation or warranty, and without recourse, all of the Collateral Agent's (and any Secured Party's or holder from time to time of the Secured Obligations') right, title and interest in and to the Collateral, including, without limitation:

A. Patents and Patent Applications:

- x. all of the Grantor's patents to which the Grantor is a party including those referred to on Schedule I attached hereto;
- y. all reissues, continuations or extensions of the foregoing; and
- z. 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.

B. Trademarks:

- x. all of the Grantor's trademarks to which the Grantor is a party including those referred to on Schedule II attached hereto;
- y. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and
- z. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or (ii) injury to the goodwill associated with any trademark.

2. The Collateral Agent hereby requests and directs the Grantor to promptly file and record a copy of this release, along with any additional information the Grantor deems reasonably necessary, with the United States Patent and Trademark Office and all other relevant offices to ensure the release of any security interest of the Collateral Agent to the Collateral, including, without limitation, the release of the following:

- x. any and all liens or encumbrances evidenced by the UCC-1 Financing Statement filed September 6, 2006 (File Number: 6308970 3);
- y. any and all liens or encumbrances evidenced by the recording at the United States Patent and Trademark Office on September 6, 2006 at Reel 003384 and Frame 0487; and
- z. any and all liens or encumbrances evidenced by the recording at the United States Patent and Trademark Office on September 6, 2006 at Reel 018207 and Frame 0252.

3. The Collateral Agent shall take all further actions which the Grantor deems reasonably necessary to ensure the full and complete release in all jurisdictions of the Collateral Agent's security interest in the Collateral.

4. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, and any invalid or unenforceable provision shall be modified so as to be enforceable to the maximum extent of its validity or enforceability. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and current understandings and agreements, whether written or oral. This Agreement and all actions in connection herewith shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of Delaware, except as may be required by the Uniform Commercial Code of other jurisdictions with respect to matters involving the release of the Collateral Agent's lien on the Collateral located in such other jurisdictions. This Agreement may be signed (including by facsimile) in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, Collateral Agent has executed this Termination and Release of Security Interests on behalf of itself, the Secured Parties, and any holder from time to time of the Secured Obligations.

RIVERVEST VENTURE FUND I, LP  
RIVERVEST VENTURE PARTNERS I, LLC,  
The General Partner

By: Jay W. Schmelter

Name: Jay W. Schmelter  
Title: Manager

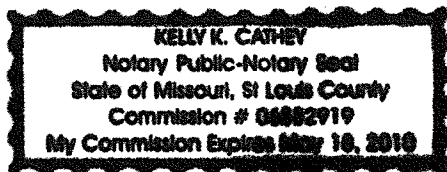
#### ACKNOWLEDGEMENT

State of Missouri

County of St. Louis

This instrument was executed before me on this 22<sup>nd</sup> day of May 2007, by Jay Schmelter (name), personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.



Kelly K. Cathey  
Notary Public

Kelly K. Cathey  
Printed or Typed Name of Notary

My Commission Expires May 18, 2010

## Schedule I

### Patents

#### Issued Patents

<u>Title</u>	<u>Patent Number</u>
Ball Point Fluid-Assisted Electrocautery Device	5897553
Ball Point Fluid-Assisted Electrocautery Device	6358248
Fluid-Assisted Electrosurgical Device	6585732
Fluid-Assisted Electrosurgical Device	6764487
Pen-Type Electrosurgical Instrument	6949098
Fluid-Assisted Electrocautery Device	6063081
Fluid-Assisted Electrocautery Device	6328736
Fluid-Assisted Electrocautery Device	6475216
Medical Device with Porous Melt Element	6716211
Tissue Sealing Electrosurgery Device and Methods of Sealing Tissue	6096037
Tissue Sealing Electrosurgery Device and Methods of Sealing Tissue	6440130
Tissue Sealing Electrosurgery Device and Methods of Sealing Tissue	6443952
Tissue Sealing Electrosurgery Device and Methods of Sealing Tissue	6613048
Tissue Sealing Electrosurgery Device and Methods of Sealing Tissue	6858028
Tissue Sealing Electrosurgery Device and Methods of Sealing Tissue	6610060
Tissue Sealing Electrosurgery Device and Methods of Sealing Tissue	6755827
Tissue Sealing Electrosurgery Device and Methods of Sealing Tissue	6776780
Method and Apparatus for RF Intraluminal Reduction and Occlusion	6327505
Apparatus for RF Intraluminal Reduction and Occlusion	6539265
Methods and Apparatus for Treatment of Pulmonary Conditions	6493589
Apparatus and Method for Creating, Maintaining, and Controlling a Virtual Electrode Used for the Ablation of Tissue	6409722

Apparatus and Method for Creating, Maintaining, and Controlling a Virtual Electrode Used for the Ablation of Tissue	6849073
Apparatus and Method for Creating, Maintaining, and Controlling a Virtual Electrode Used for the Ablation of Tissue	6736810
Apparatus and Method for Creating, Maintaining, and Controlling a Virtual Electrode Used for the Ablation of Tissue	6537272
Method and Apparatus for Creating a Bi-Polar Virtual Electrode Used for the Ablation of Tissue	6238393
Method and Apparatus for Creating a Bi-Polar Virtual Electrode Used for the Ablation of Tissue	6706039
Method and Apparatus for Creating a Bi-Polar Virtual Electrode Used for the Ablation of Tissue	6962589
Helical Needle Apparatus for Creating a Virtual Electrode Used for the Ablation of Tissue	6537248
Helical Needle Apparatus for Creating a Virtual Electrode Used for the Ablation of Tissue	6911019
Method and Apparatus for Creating a Virtual Electrode Used for the Ablation of Tissue	6315777
Method and Apparatus for Creating a Virtual Electrode Used for the Ablation of Tissue	6497705
Straight Needle Apparatus for Creating a Virtual Electrode Used for the Ablation of Tissue	6302903
Straight Needle Apparatus for Creating a Virtual Electrode Used for the Ablation of Tissue	6623515
Method for Creating a Virtual Electrode for the Ablation of Tissue and for Selected Protection of Tissue During an Ablation	6494902
Fluid Delivery System and Controller for Electrosurgical Devices	6702810
Fluid-Assisted Medical Device	6558385
Electrosurgical Device Having a Tissue Reduction Sensor	6689131
Fluid-Assisted Medical Devices, Systems and Methods	6953461

### **Pending Applications**

<b>Title</b>	<b><u>Application Number</u></b>
Pen-Type Electrosurgical Instrument	11230839
Device and Method for Ablating Tissue	10882944
Device and Method for Ablating Tissue	11289254
Apparatus and Method for Creating, Maintaining, and Controlling a Virtual Electrode Used for the Ablation of Tissue	10699548
Apparatus and Method for Creating, Maintaining, and Controlling a Virtual Electrode Used for the Ablation of Tissue	10847979
Method and Apparatus for Creating a Bi- Polar Virtual Electrode Used for the Ablation of Tissue	11229414
Electrosurgical Instrument	11268850
Helical Needle Apparatus for Creating a Virtual Electrode Used for the Ablation of Tissue	11146178
Helical Needle Apparatus for Creating a Virtual Electrode Used for the Ablation of Tissue	11169275
Fluid Delivery System and Controller for Electrosurgical Devices	10746222
Fluid-Assisted Medical Devices, Fluid Delivery Systems and Controllers for Such Devices, and Methods	09947658
Fluid-Assisted Electrosurgical Devices, Electrosurgical Unit with Pump and Methods of Use Thereof	11274908
Fluid-Assisted Medical Device	10354643
Fluid-Assisted Medical Device	11316798
Electrosurgical Device Having a Tissue Reduction Sensor	10773503
Fluid-Assisted Medical Devices, Systems and Methods	10494597
Fluid-Assisted Medical Devices, Systems and Methods	10365170
Fluid-Assisted Medical Devices, Systems and Methods	11318207
Fluid-Assisted Medical Devices, Systems and Methods	10914650
Fluid-Assisted Medical Devices, Systems and Methods	10517947
	10488801



Fluid-Assisted Medical Devices, Fluid Delivery Systems and Controllers for Such Devices, and Methods	10488416
Fluid-Assisted Electrosurgical Scissors and Methods	10532704
Fluid-Assisted Medical Devices, Systems and Methods	10547881
Fluid-Assisted Medical Devices, Systems and Methods	10486807
Fluid-Assisted Medical Devices, Systems and Methods	10813736
Temperature Indicating Devices and Methods of Use	10843049

**Schedule II**

**Trademarks**

**Registered Marks**

<u>Mark</u>	<u>Registration Number</u>
TISSUELINK	2772023
TISSUELINK	2944941
	2772022
TISSUELINK	2782263
SIMPLY BETTER SURGERY	2551314
FLOATING BALL	2772118

**Pending Applications**

<u>Mark</u>	<u>Application Number</u>
HEMOSEALING	78612640
AQUAMANTYS	78718381