# 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
Saints Capital VI, L.P.		109/26/2008	LIMITED PARTNERSHIP: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Endoscopic Technologies, Inc.
Street Address:	2603 Camino Ramon, Suite 100
City:	San Ramon
State/Country:	CALIFORNIA
Postal Code:	94583
Entity Type:	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78505651	COLVIN-GALLOWAY
Serial Number:	78505665	CG
Serial Number:	77471021	EZ-MAZE
Registration Number:	2475494	OPVAC
Registration Number:	2539354	ESTECH
Registration Number:	2976808	ENDOAFIB
Registration Number:	3058047	THORACAB

### **CORRESPONDENCE DATA**

Fax Number: (650)493-6811

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

Phone: 650-496-7543 Email: nbouch@wsgr.com

Correspondent Name: Nancy Bouch, Sr Paralegal c/o WSGR

Address Line 1: 650 PAGE MILL ROAD

**REEL: 003861 FRAME: 0680** 

**TRADEMARK** 

900117286

Address Line 4: PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	28006.020	
NAME OF SUBMITTER:	Nancy Bouch	
Signature:	/s/Nancy Bouch	
Date:	09/30/2008	
Total Attachments: 3 source=Saints Ventures VI - EndoTech Release Agreement TM#page1.tif source=Saints Ventures VI - EndoTech Release Agreement TM#page2.tif source=Saints Ventures VI - EndoTech Release Agreement TM#page3.tif		

TRADEMARK
REEL: 003861 FRAME: 0681

### TERMINATION OF SECURITY INTEREST IN

#### **TRADEMARKS**

This Termination of Security Interest in Trademarks (the "<u>Termination</u>"), dated as of September 26, 2008, is executed by Saints Capital VI, L.P., as Secured Party (the "<u>Secured Party</u>"), in favor of Endoscopic Technologies, Inc., a California corporation (together with its successors and assigns, the "<u>Debtor</u>").

#### RECITALS

- A. Reference is made to that certain Grant of Security Interest in Trademarks, dated as of June 7, 2008 (the "Intellectual Property Security Agreement") and to that certain Security Agreement, dated as of June 17, 2008 (the "Security Agreement"), by and between Debtor and Secured Party.
- B. Pursuant to the terms of the Security Agreement and the Intellectual Property Security Agreement, Debtor granted to Secured Party all right, title and interest of Debtor in and to the following property (collectively, the "Collateral"):

All Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof.

- C. The Intellectual Property Security Agreement was filed with the United States Patent and Trademark Office on June 19, 2008, at Reel/Frame 003799/0529 to evidence the security interest granted under the Agreement.
  - D. Debtor has repaid the Obligations due and secured by the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party expressly terminates and releases its security interest in each trademark/trademark application listed on <u>Schedule A</u> hereto.

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TRADEMARK REEL: 003861 FRAME: 0682 IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

SAINTS CAPITAL VI, L.P.

By: Saints Capital VI, LLC, its general partner

Name:

Title

U V

# SCHEDULE A

## **TRADEMARKS**

Mark	Registration No.	Filing Date
OPVAC	2,475,494	8/7/2001
ESTECH	2,539,354	2/19/2002
ENDOAFIB	2,976,808	7/26/2005
THORACAB	3,058047	2/7/2006

# TRADEMARK APPLICATIONS

Mark	Application No.	Application Date
COLVIN-GALLOWAY	78//505651	02/21/2006
CG	78/505665	02/14/2006
EZ-Maze	77/471,021	05/09/2008

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**RECORDED: 09/30/2008** 

TRADEMARK REEL: 003861 FRAME: 0684