

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
Salient Surgical Technologies, Inc.		05/08/2009	CORPORATION: DELAWARE
Salient, Inc.		05/08/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	83 Wooster Heights Road		
Internal Address:	Fifth Floor		
City:	Danbury		
State/Country:	CONNECTICUT		
Postal Code:	06810		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3450948	AQUAMANTYS	
Registration Number:	2772022		
Registration Number:	2772118	FLOATING BALL	
Registration Number:	2551314	SIMPLY BETTER SURGERY	
Registration Number:	2772023	TISSUELINK	
Registration Number:	2944941	TISSUELINK	
Serial Number:	77418702	SALIENT	
Serial Number:	77419240		
Serial Number:	77643427	ADVANCED ENERGY FOR ADVANCED OUTCOMES	
Serial Number:	77643442	ADVANCED ENERGY FOR ADVANCED PATIENT OUTCOMES	
Serial Number:	77668402	AQUATC	
Serial Number:	77563155	FIBROUS COLLAGEN TRANSFORMED	

OP \$340.00 3450948

900133843

TRADEMARK
REEL: 003985 FRAME: 0709

Serial Number:	77335093	TRANSCOLLATION
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CORRESPONDENCE DATA

Fax Number: (704)371-8277

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

Phone: 404-815-6500

Email: mcogburn@kilpatrickstockton.com

Correspondent Name: M. Arthur Gambill, Kilpatrick Stockton

Address Line 1: 1100 Peachtree Street

Address Line 2: Suite 2800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	G3560-354160
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NAME OF SUBMITTER:	Margaret A. Cogburn
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Signature:	/Margaret A. Cogburn/
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Date:	05/12/2009
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Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of May 8, 2009, is made by **SALIENT SURGICAL TECHNOLOGIES, INC.**, a Delaware corporation (“**Salient**”), and **SALIENT, INC.**, a Delaware corporation (“**Parent**”, and together with Salient, each a “**Grantor**” and together, the “**Grantors**”), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as agent (the “**Agent**”), for the benefit of itself and certain Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Loan and Security Agreement, dated as of April 30, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), between Grantors, Agent and the lenders signatory thereto from time to time (the “**Lenders**”), the Agent and Lenders have agreed to make extensions of credit to Salient upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement and that certain First Amendment to Amended and Restated Loan and Security Agreement and Waiver, dated as of even date herewith, by and between Grantors, Agent and Lenders (the “**First Amendment**”), and in consideration of the amendments provided to Grantors thereunder, Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and Lenders to enter into the First Amendment and to induce Lenders to continue to make extensions of credit to Salient under the Loan Agreement, Grantors hereby agree with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgage, pledge and hypothecate to Agent, for the benefit of Agent and Lenders, and grant to Agent, for the benefit of Agent and Lenders, a Lien on and security interest in, all of each Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “**Intellectual Property Collateral**”):

(a) all of its trade secrets, inventions, designs, design rights, software and databases, licenses, customer lists and know-how and rights under any written agreement granting any right to use trade secrets, inventions, designs, design rights, software and databases, licenses, customer lists and know-how;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks, tradenames, servicemarks and rights under any written agreement granting any right to use trademarks, tradenames or servicemarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark, tradename or servicemark covered by (c) above;

(e) all of its US Patents and rights under any written agreement granting any right to use US patents, copyrights, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications patents, including, without limitation, those referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by each Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of each Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of each Grantor; and

(i) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement and First Amendment. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limiting, the security interest granted to Agent, for the benefit of Agent and Lenders, pursuant to the Loan Agreement and the First Amendment, and Grantors hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and the First

Amendment, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remains Liable. Grantors hereby agree that, anything herein to the contrary notwithstanding, Grantors shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

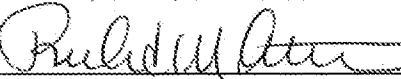
SALIENT SURGICAL TECHNOLOGIES, INC., as a Grantor

By: 

Name: Richard M. Altieri

Title: Vice President and Chief Financial Officer

SALIENT, INC., as a Grantor

By: 

Name: Richard M. Altieri

Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By: _____

Name:

Title:

INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
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In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**SALIENT SURGICAL TECHNOLOGIES,
INC., as a Grantor**

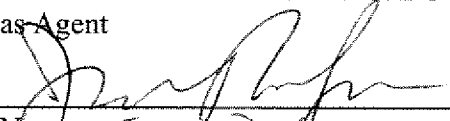
By: _____
Name:
Title:

SALIENT, INC., as a Grantor


By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Jason Dubois
Title: Duly Authorized Signatory

STATE OF New Hampshire) SS
COUNTY OF Rockingham


Notary Public

TRADEMARK
REEL: 003985 FRAME: 0716

Acknowledgment of Grantor

STATE OF New Hampshire) SS
COUNTY OF Rockingham

On this ___ day of May 2009 before me personally appeared Richard M. Altieri, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Salient, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Shirley L. Shogren
Notary Public

JENNIFER L. SHAFER, Notary Public
My Commission Expires December 31, 2012

INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 003985 FRAME: 0717



**Schedule 1
to
Intellectual Property Security Agreement**

None.

SCHEDULE 1
INTELLECTUAL PROPERTY SECURITY AGREEMENT

US2008 642375.5

TRADEMARK
REEL: 003985 FRAME: 0718

Mark	Country	Appl'n No.	Filing Date	Class(es)	Reg. No.	Reg. Date
SALIENT	US	77/418,702	03/11/08	10		
	US	77/419,240	03/11/08	10		
ADVANCED ENERGY FOR ADVANCED OUTCOMES	US	77/643,427	01/05/09	10		
ADVANCED ENERGY FOR ADVANCED PATIENT OUTCOMES	US	77/643,442	01/05/09	10		
AQUAMANTYS	US	78/718,381	09/22/05	10	3450948	06/17/08
AquaTC	US	77/668,402	02/11/09	10		
FIBROUS COLLAGEN TRANSFORMED	US	77/563,155	09/05/08	10		
TRANSCOLLATION	US	77/335,093	11/21/07	10		
	US	76/012,375	03/29/00	10	2772022	10/07/03
FLOATING BALL	US	76/150,642	10/20/00	10	2772118	10/07/03
SIMPLY BETTER SURGERY	US	76/111,429	08/17/00	42	2551314	03/19/02
TISSUELINK	US	76/012,385	03/29/00	10	2772023	10/07/03
	US	78/218,964	02/26/03	10	2944941	04/26/05

Item No.	Ctry	Appl'n No. & Date	Publication No. & Date	Patent No. & Date	Title
1	US	60/187,114 03/06/00	---	---	Fluid Delivery System and Controller for Electrosurgical Devices
2	US	09/668,403 09/22/00	---	6,558,385 05/06/03	Fluid Assisted Medical Device
3	US	09/797,049 03/01/01	2001/0032002 10/18/01	6,702,810 03/09/04	Fluid Delivery System and Controller for Electrosurgical Devices
4	US	09/802,288 03/08/01	2002/0128650 09/12/02	6,689,131 02/10/04	Electrosurgical Device Having A Tissue Reduction Sensor
5	US	09/947,658 09/05/01	2002/0062123 05/23/02	7,115,139 10/03/06	Fluid-Assisted Medical Devices, Fluid Delivery Systems And Controllers For Such Devices, And Methods
6	US	60/340,429 12/12/01	---	---	Fluid-Assisted Medical Devices, Systems And Methods
7	US	60/356,390 02/12/02	---	---	Fluid-Assisted Medical Devices, Systems And Methods
8	US	60/368,177 03/27/02	---	---	Fluid-Assisted Medical Devices, Systems And Methods
9	US	10/147,373 05/16/02	2003/0216733 11/20/03	6,953,461 10/11/05	Fluid-Assisted Medical Devices, Systems And Methods
10	US	60/422,190 10/29/02	---	---	Fluid-Assisted Electrosurgical Scissors And Method
11	US	10/354,643 01/29/03	2003/0114850 06/19/03		Fluid Assisted Medical Device
12	US	10/365,170 02/11/03	2004/0019350 01/29/04		Fluid-Assisted Medical Devices, Systems And Methods
13	US	60/453,093 03/06/03	---	---	Fluid-Assisted Medical Devices, Systems And Methods
14	US	60/496,065 08/18/03	---	---	Fluid-Assisted Medical Devices, Systems And Methods
15	US	10/746,222 12/22/03	2004/0138655 07/15/04		Fluid Delivery System and Controller for Electrosurgical Devices

Item No.	Ctry	Appl'n No. & Date	Publication No. & Date	Patent No. & Date	Title
16	US	60/541,997 02/04/04	---	---	Fluid-Assisted Medical Devices And Methods
17	US	10/773,503 02/06/04	2004/0162552 08/19/04		Electrosurgical Device Having A Tissue Reduction Sensor
18	US	10/486,807 02/13/04	2005/0059966 03/17/05		Fluid-Assisted Medical Devices, Systems And Methods
19	US	10/488,801 03/04/04	2005/0090816 04/28/05		Fluid-Assisted Medical Devices, Systems And Methods
20	US	10/813,736 03/30/04	2005/0015085 01/20/05		Fluid-Assisted Medical Devices, Systems And Methods
21	US	10/843,049 05/10/04	2005/0250477 11/10/2005	7,445,617 11/04/08	Temperature Indicating Devices And Methods Of Use
22	US	10/914,650 08/09/04	2005/0010212 01/13/05		Fluid-Assisted Medical Devices, Systems And Methods
23	US	10/494,597 09/23/04	2005/0070894 03/31/05	7,311,708 12/25/07	Fluid-Assisted Medical Devices, Systems And Methods
24	US	60/630,582 11/23/04	---	---	Fluid-Assisted Medical Devices, Systems And Methods
25	US	10/517,947 12/14/04	2006/0116675 06/01/2006		Fluid-Assisted Medical Devices, Systems And Methods
26	US	11/051,090 02/04/05	---		Fluid-Assisted Medical Devices And Methods
27	US	10/532,704 04/26/05	2006/0235379 10/19/06		Fluid-Assisted Electrosurgical Scissors And Method
28	US	11/274,908 11/14/05	2006/0149225 07/06/06		Fluid-Assisted Electrosurgical Devices, Electrosurgical Unit With Pump And Methods Of Use Thereof
29	US	11/316,798 12/22/05	2006/0100619 05/11/06		Fluid Assisted Medical Device
30	US	11/318,207 12/22/05	2006/0106379 05/18/06		Fluid-Assisted Medical Devices, Systems And Methods

Item No.	Ctry	Appl'n No. & Date	Publication No. & Date	Patent No. & Date	Title
31	US	10/547,881 08/04/06	2007/0016182 01/18/07		Fluid-Assisted Medical Devices, Systems And Methods
32	US	11/537,852 10/02/06	2007/0049920 03/01/07		Fluid-Assisted Medical Devices, Fluid Delivery Systems And Controllers For Such Devices, And Methods
33	US	60/896,768 03/23/07	---	---	Surgical Devices And Methods Of Use Thereof
34	US	11/929,203 10/30/07	2008/0058821 03/06/08		Fluid-Assisted Medical Devices And Methods
35	US	11/931,312 10/31/07	2008/0058796 03/06/08		Fluid-Assisted Medical Devices, Systems And Methods
36	US	11/963,209 12/21/07	2008/0097429 04/28/08		Fluid-Assisted Medical Devices, Systems And Methods
37	US	61/017,403 12/28/07	---	---	Fluid-Assisted Electrosurgical Devices
38	US	12/053,030 03/21/08	2008/0234674 09/25/08		Surgical Devices And Methods Of Use Thereof
39	US	12/343,744 12/24/08			Fluid-Assisted Electrosurgical Devices
40	US	61/154,623 02/23/09	---	---	Fluid-Assisted Bipolar/Monopolar Electrosurgical Device And Methods Of Use Thereof
41	US	12/429,920 04/24/09			Fluid-Assisted Medical Devices, Systems And Methods