

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Angiotech Pharmaceuticals, Inc.		05/12/2011	Corporation organized under the laws of the Province of British Columbia, Canada:
Afmedica, Inc.		05/12/2011	CORPORATION: DELAWARE
American Medical Instruments Holdings, Inc.		05/12/2011	CORPORATION: DELAWARE
Angiotech America, Inc.		05/12/2011	CORPORATION: ILLINOIS
Angiotech Biocoatings Corp.		05/12/2011	CORPORATION: NEW YORK
Angiotech Delaware, Inc.		05/12/2011	CORPORATION: DELAWARE
Angiotech Florida Holdings, Inc.		05/12/2011	CORPORATION: DELAWARE
Angiotech Pharmaceuticals (US), Inc.		05/12/2011	CORPORATION: WASHINGTON
B.G. Sulzle, Inc.		05/12/2011	CORPORATION: DELAWARE
Manan Medical Products, Inc.		05/12/2011	CORPORATION: DELAWARE
Medical Device Technologies, Inc.		05/12/2011	CORPORATION: DELAWARE
Neucoll Inc.		05/12/2011	CORPORATION: DELAWARE
Quill Medical, Inc.		05/12/2011	CORPORATION: DELAWARE
Surgical Specialties Corporation		05/12/2011	CORPORATION: DELAWARE
0741693 British Columbia Ltd.		05/12/2011	Corporation organized under the laws of the Province of British Columbia, Canada:
Angiotech International Holdings, Corp.		05/12/2011	Corporation organized under the laws of the Province of Nova Scotia, Canada:
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC, as agent		
Street Address:	One Boston Place		
Internal Address:	18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		

CH \$315.00 75206456

900191887

TRADEMARK
 REEL: 004541 FRAME: 0889

Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	75206456	ANGIOTECH
Serial Number:	78072519	ANGIOTECH
Serial Number:	78738464	ANGIOTECH
Serial Number:	77190968	ANGIOTECH
Serial Number:	77190962	ANGIOTECH
Serial Number:	77045837	ANGIOTECH
Serial Number:	77045639	ANGIOTECH
Serial Number:	76260492	QUILL
Serial Number:	77199131	QUILL
Serial Number:	76260690	QUILL MEDICAL
Serial Number:	77045835	
Serial Number:	77045637	

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2552
Email: marisa.davidson@srz.com
Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025983-0159
NAME OF SUBMITTER:	Marisa Davidson (025983-0159)
Signature:	/kc for md/
Date:	05/13/2011

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of May, 2011, among Grantors listed on the signature pages hereof (collectively, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Angiotech Pharmaceuticals, Inc., a corporation organized under the laws of the Province of British Columbia, Canada, as parent ("Parent"), each Subsidiary of Parent listed on the signature pages thereto as a "Borrower" (each a "Borrower" and collectively, the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party, including those trademark registrations and applications and material Trademark Intellectual Property Licenses under which Grantor is an exclusive licensee referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

Notwithstanding anything to the contrary in this Trademark Security Agreement, this Trademark Security Agreement shall not constitute a grant of a security interest in any trademark or service mark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark or service mark, unless and until acceptable evidence of use of such trademark or service mark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a security interest in such trademark or service mark application prior to such filing would adversely affect the enforceability or validity of such trademark or service mark application.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors.

Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ANGIOTECH PHARMACEUTICALS, INC.,
a corporation organized under the laws of the Province
of British Columbia, Canada

By: 
Name: **K. Thomas Bailey**
Title: **CFO**

AFMEDICA, INC.,
a Delaware corporation

By: 
Name: **K. Thomas Bailey**
Title: **President & Treasurer**

**AMERICAN MEDICAL INSTRUMENTS
HOLDINGS, INC.,**
a Delaware corporation

By: 
Name: **K. Thomas Bailey**
Title: **President & Treasurer**

ANGIOTECH AMERICA, INC.,
an Illinois corporation

By: 
Name: **K. Thomas Bailey**
Title: **President & Treasurer**

ANGIOTECH BIOCOATINGS CORP.,
a New York corporation

By: 
Name: **K. Thomas Bailey**
Title: **President & Treasurer**

[Signature Page to Trademark Security Agreement]

ANGIOTECH DELAWARE, INC.,
a Delaware corporation

By: 
Name: **K. Thomas Bailey**
Title: **President & Treasurer**

ANGIOTECH FLORIDA HOLDINGS, INC., a
Delaware corporation

By: 
Name: **K. Thomas Bailey**
Title: **President & Treasurer**

ANGIOTECH PHARMACEUTICALS (US), INC.,
a Washington corporation

By: 
Name: **K. Thomas Bailey**
Title: **President & Treasurer**

B.G. SULZLE, INC.,
a Delaware corporation

By: 
Name: **K. Thomas Bailey**
Title: **President & Treasurer**

MANAN MEDICAL PRODUCTS, INC.,
a Delaware corporation

By: 
Name: **K. Thomas Bailey**
Title: **President & Treasurer**

MEDICAL DEVICE TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Name: **K. Thomas Bailey**
Title: **President & Treasurer**

[Signature Page to Trademark Security Agreement]

NEUCOLL INC.,
a Delaware corporation

By: 
Name: **K. Thomas Bailey**
Title: **President & Treasurer**

QUILL MEDICAL, INC.,
a Delaware corporation

By: 
Name: **K. Thomas Bailey**
Title: **President & Treasurer**


SURGICAL SPECIALTIES CORPORATION,
a Delaware corporation

By: 
Name: **K. Thomas Bailey**
Title: **President & Treasurer**

0741693 BRITISH COLUMBIA LTD.,
a corporation organized under the laws of the Province
of British Columbia, Canada

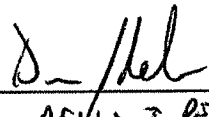
By: 
Name: **K. Thomas Bailey**
Title: **AUTHORIZED SIGNATORY**

**ANGIOTECH INTERNATIONAL HOLDINGS,
CORP.,**
a corporation organized under the laws of the Province
of Nova Scotia, Canada

By: 
Name: **K. Thomas Bailey**
Title: **AUTHORIZED SIGNATORY**

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO CAPITAL FINANCE, LLC, as
Agent**

By: 
Name: DENNIS J. REIMAN
Title: V.P.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TrademarkName	Country	Owner	Status	App No.	Dt.	Filing	Reg No.
ANGIOTECH	Canada	Angiotech Pharmaceuticals, Inc.	Registered	846433	28-May-97		741006 09
ANGIOTECH	Canada	Angiotech Pharmaceuticals, Inc.	Allowed	1288662	03-Feb-06		
ANGIOTECH	Costa Rica	Angiotech Pharmaceuticals, Inc.	Registered	2006-0001381	14-Feb-06		161376 06
ANGIOTECH	Costa Rica	Angiotech Pharmaceuticals, Inc.	Registered	2006-0001377	14-Feb-06		161375 06
ANGIOTECH	European Community	Angiotech Pharmaceuticals, Inc.	Registered	546960	27-May-97		546960 00
ANGIOTECH	Japan	Angiotech Pharmaceuticals, Inc.	Registered	H09-123001	02-Jun-97		4217935 98
ANGIOTECH	Japan	Angiotech Pharmaceuticals, Inc.	Registered	2001-76169	22-Aug-01		4634869 03
ANGIOTECH	Japan	Angiotech Pharmaceuticals, Inc.	Registered	2001-76170	22-Aug-01		4664184

DOC ID-15921069.3

TRADEMARK SECURITY AGREEMENT

ANGIOTECH	Korea, Republic of	Inc.	Registered	45-2001- 0003311	13- Sep-01	45 0007857 0000	
ANGIOTECH	Korea, Republic of	Angiotech Pharmaceuticals, Inc.	Registered	45-2003- 0004263	27- Nov-03	45 0011642 0000	05
ANGIOTECH	United States of America	Angiotech Pharmaceuticals, Inc.	Registered	75/206456	02- Dec-96	2219455	99
ANGIOTECH	United States of America	Angiotech Pharmaceuticals, Inc.	Registered	78/072519	05- Jul-01	3046703	06
ANGIOTECH	United States of America	Angiotech Pharmaceuticals, Inc.	Registered	78/738464	21- Oct-05	3909362	
ANGIOTECH	United States of America	Angiotech Pharmaceuticals, Inc.	Registered	77/190968	25- May-07	3757990	10
ANGIOTECH	United States of America	Angiotech Pharmaceuticals, Inc.	Allowed	77/190962	25- May-07		
ANGIOTECH and Design	Canada	Angiotech Pharmaceuticals, Inc.	Registered	1324666	17- Nov-06	758602	10
ANGIOTECH and Design	Switzerland	Angiotech Pharmaceuticals, Inc.	Registered	61535/2006	03- Oct-08	578452	

ANGIOTECH and Design (B&W)	United States of America	Angiotech Pharmaceuticals, Inc.	Registered	77/045837	16- Nov-06	3763580	10
ANGIOTECH and Design (Color)	United States of America	Angiotech Pharmaceuticals, Inc.	Registered	77/045639	16- Nov-06	3763578	10
ANGIOTECH REDEFINING SUCCESS and Design	Canada	Angiotech Pharmaceuticals, Inc.	Registered	1324660	17- Nov-06	758426	10
QUILL	Australia	Angiotech International AG	Registered	961412	04- Dec-07	961412	08
QUILL	China (People's Republic)	Quill Medical, Inc.	Registered	961412	04- Dec-07	961412	08
QUILL	Hong Kong	Quill Medical, Inc.	Registered	301005623	03- Dec-07	301005623	07
QUILL	India	Quill Medical, Inc.	Pending	1626955	03- Dec-07		
QUILL	Int'l Registration - Madrid Protocol	Quill Medical, Inc.	Registered	961412	04- Dec-07	961412	08
QUILL	Mexico	Quill Medical, Inc.	Registered	899777	03- Dec-07	1041580	08
QUILL	Monaco	Quill Medical, Inc.	Registered	961412	04- Dec-07	961412	08
QUILL	New Zealand	Quill Medical, Inc.	Registered	780582	03- Dec-07	780582	08
QUILL	Russian	Quill	Registered	961412	04-	961412	

	Federation	Medical, Inc.			Dec-07		08
QUILL	United States of America	Quill Medical, Inc.	Registered	76/260492	21-May-01	2967463	
QUILL	United States of America	Quill Medical, Inc.	Registered	77/199131	06-Jun-07	3820056	
QUILL MEDICAL (Stylized)	United States of America	Quill Medical, Inc.	Registered	76/260690	22-May-01	2967464	
QUILL SRS	Canada	Quill Medical, Inc.	Registered	1330739	09-Jan-07	755952	09
QUILL SRS	China (People's Republic)	Angiotech Pharmaceuticals, Inc.	Registered	6148273	05-Jul-07	6148273	10
QUILL SRS	China (People's Republic)	Angiotech Pharmaceuticals, Inc.	Registered	6148272	05-Jul-07	6148272	09
QUILL SRS	European Community	Angiotech Pharmaceuticals, Inc.	Registered	6048516	28-Jun-07	6048516	08
QUILL SRS	Iceland	Angiotech Pharmaceuticals, Inc.	Registered	2090/2007	02-Jul-07	1039/2007	07
QUILL SRS	Japan	Angiotech Pharmaceuticals, Inc.	Registered	2007-076385	06-Jul-07	5158512	08
QUILL SRS	Mexico	Angiotech Pharmaceuticals, Inc.	Registered	867001	09-Jul-07	1014336	07

QUILL SRS	Mexico	Angiotech Pharmaceuticals, Inc.	Registered	867000	09- Jul-07	1014335	07
QUILL SRS	Norway	Angiotech Pharmaceuticals, Inc.	Registered	200707608	29- Jun-07	242723	07
QUILL SRS	Switzerland	Angiotech Pharmaceuticals, Inc.	Registered	57037/2007	02- Jul-07	563678	
THREE CRESCENT GRAPHIC (B&W)	Canada	Angiotech Pharmaceuticals, Inc.	Registered	1324659	17- Nov-06	758590	10
THREE CRESCENT GRAPHIC (B&W)	European Community	Angiotech Pharmaceuticals, Inc.	Registered	5911607	16- May-07	5911607	08
THREE CRESCENT GRAPHIC (B&W)	United States of America	Angiotech Pharmaceuticals, Inc.	Registered	77/045835	16- Nov-06	3763579	10
THREE CRESCENT GRAPHIC (Color)	United States of America	Angiotech Pharmaceuticals, Inc.	Registered	77/045637	16- Nov-06	3763577	10