

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Wallace Enterprises, Inc.		02/14/2006	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

Name:	Fifth Third Bank, National Association
Street Address:	424 Church Street
Internal Address:	Suite 600
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	National Banking Association:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	78172339	MED-ASPIRE
Registration Number:	1952810	MOLLRING CUTTER
Registration Number:	2409341	VASCULAR ARCHITECTS
Registration Number:	2530746	VASCULAR ARCHITECTS ASPIRE
Registration Number:	2748116	PERISCOPE
Registration Number:	2667412	CONTROLLED EXPANSION

**CORRESPONDENCE DATA**

Fax Number: (615)742-0410  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 615-742-7760  
 Email: trademarks@bassberry.com  
 Correspondent Name: Robert L. Brewer  
 Address Line 1: 315 Deaderick Street  
 Address Line 2: Suite 2700

CH \$165.00 78172339

Address Line 4: Nashville, TENNESSEE 37238

ATTORNEY DOCKET NUMBER: 102106-270

NAME OF SUBMITTER: Robert L. Brewer

Signature: /Robert L. Brewer/

Date: 03/02/2006

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

14<sup>th</sup> THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of the day of February, 2006 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by THE WALLACE ENTERPRISES, INC., a Tennessee corporation (the "Grantor"), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, a national banking association ("Lender").

### RECITALS:

Pursuant to a Loan Agreement of even date herewith by and between the Grantor and the Lender (as the same may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"; except as otherwise defined herein, terms used herein and defined in the Loan Agreement shall be used herein as so defined), the Lender will make the Credit Facilities available to the Grantor, all as more specifically described in the Loan Agreement.

It is a condition precedent to the obligations of the Lender to make the Credit Facilities available to the Grantor that the Grantor execute and deliver this Intellectual Property Security Agreement to the Lender for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable government authorities.

The Grantor desires to execute this Agreement to satisfy the condition described in the preceding paragraph.

### AGREEMENTS:

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender a security interest in and to all of Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the indebtedness, liabilities and obligations of the Grantor in respect of the Credit Facilities:

(a) (1) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the

Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (1) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (2) all inventions and improvements described and claimed therein, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (1) all copyrights, regardless of whether the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (2) the rights to print, publish and distribute any of the foregoing, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (1) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (1) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a

Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by facsimile), 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.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Tennessee.

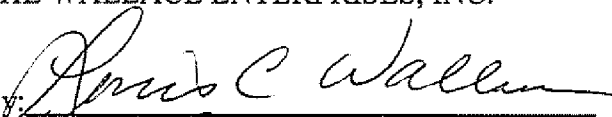
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and that certain Security Agreement of even date herewith, by and between the Grantor and the Lender (as amended, supplemented, replaced or otherwise modified from time to time, the "Security Agreement"). The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Loan Agreement, the provisions of the Security Agreement or the Loan Agreement shall govern.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

THE WALLACE ENTERPRISES, INC.

By:   
Name: Charles C. Wallace  
Title: President

Schedule 1

**TRADEMARKS**

<u>MARK</u>	<u>REGISTRATION NO.</u>
MOLLRING CUTTER	1,952,810
VASCULAR ARCHITECTS	2,409,341
VASCULAR ARCHITECTS ASPIRE	2,530,746
PERISCOPE	2,748,116
CONTROLLED EXPANSION	2,667,412

Trademark Application:

<u>MARK</u>	<u>APPLICATION SER. NO.</u>
MED-ASPIRE	78/172339

## PATENTS AND PATENT APPLICATIONS

### U.S. Patents

5,879,380	“Assembly for treating blood vessels and a method therefor”
5,843,102	“Instrument for loosening and cutting through the intima of blood vessel, and a method therefor”
6,328,749	“Remote endarterectomy ring stripper”
6,506,178	“Apparatus and method for crossing a position along a tubular body structure”
6,248,122	“Catheter with controlled release endoluminal prosthesis”
6,238,430	“Catheter assembly with controlled release endoluminal prosthesis and method for placing”
6,488,700	“Endoluminal prosthesis placing method”
6,645,237	“Expandable coiled endoluminal prosthesis”
6,660,032	“Expandable coil endoluminal prosthesis”
6,572,648	“Endoluminal prosthesis and tissue separation condition treatment method”
6,921,414	“Endoluminal prosthesis and tissue separation condition treatment method”
6,585,760	“AV fistula and function enhancing method”
6,572,643	“Endoprosthesis delivery catheter assembly and method”
6,562,064	“Placement catheter assembly”
6,974,473	“Function-enhanced thrombolytic AV fistula and method”
6,368,266	“Medical irradiation assembly and method”



U.S. Patent Applications

Reissue Patent Application No.

09/691,817	“Assembly for treating blood vessels and a method therefor”
10/426,983	“Tissue Separation Apparatus and Method”
10/831,852	“Vise method and use”
11/050,406	“Ring stripper with tissue dissecting element”
11/109,450	“Vascular intimal lining removal assembly”
09/910,703	“Biologically active agent delivery apparatus and method”
10/941,064	“Covered stent with controlled therapeutic agent diffusion”
10/941,057	“Covered stent with controlled therapeutic agent diffusion”
11/018,563	“Coiled stent delivery system and method”
60/657,504	“Apparatus and methods for durability testing of peripheral artery medical devices”
11/119,367	“Method for making a covered drug-eluting stent”
11/175,111	“Delivery catheter and method”
11/175,112	“Coiled endoluminal prosthesis system and delivery catheter”

Foreign Patents and Applications

European

95934888.9	“Assembly for treating blood vessels and a method therefor”
95901633.8	“Instrument for loosening and cutting through the intima of blood vessel, and a method therefor”
04751158.9	“Tissue Separation Apparatus and Method”
00913682.1	“Catheter with controlled release endoluminal prosthesis”
01991324.3	“Placement catheter assembly”

Japan

511645/1996 "Assembly for treating blood vessels and a method therefor"  
3565558 "Instrument for loosening and cutting through the intima of blood vessel, and a method therefor"  
2002-550890 "Placement catheter assembly"  
2000-600587 "Catheter with controlled release endoluminal prosthesis"

Canada

2,491,233 "Catheter with controlled release endoluminal prosthesis"  
2,359,507 "Catheter with controlled release endoluminal prosthesis"

Australia

758027 "Catheter with controlled release endoluminal prosthesis"  
753962 "Endoluminal prosthesis and tissue separation condition treatment method"  
755374 "AV fistula and function enhancing method"

PCT

PCT/US05/44575 "Coiled endoluminal prosthesis system, delivery catheter and method"  
PCT/US05/24183 "Covered stent with controlled therapeutic agent diffusion"  
PCT/US05/24539 "Coiled ladder stent ring"