

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
Laserscope		07/20/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CIT Healthcare LLC
Street Address:	505 Fifth Avenue
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1329417	DERMASTAT
Registration Number:	1340456	LASERSCOPE
Registration Number:	2955963	GREENLIGHT PV
Registration Number:	2973568	STONELIGHT
Registration Number:	3023256	VENUS
Registration Number:	3044850	GEMINI
Registration Number:	3044965	COOLSPOT
Serial Number:	78431228	ADDSTAT
Serial Number:	78431302	AURA
Serial Number:	78856082	GREENLIGHT
Serial Number:	78431278	LYRA
Serial Number:	78446386	SOLIS

CORRESPONDENCE DATA

900054906

**TRADEMARK
 REEL: 003362 FRAME: 0459**

CH \$315.00 1329417

Fax Number: (312)984-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-372-2000
Email: Chicago_IP_Docket@mwe.com
Correspondent Name: Jennifer M. Mikulina, Esq.
Address Line 1: 227 West Monroe Street
Address Line 2: Suite 4400
Address Line 4: Chicago, ILLINOIS 60606-5096

NAME OF SUBMITTER:	Jennifer M. Mikulina
Signature:	/Jennifer M. Mikulina/
Date:	08/04/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 20, 2006 (as amended, restated, amended and restated or otherwise modified, the "Trademark Security Agreement"), is between each of **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (as defined in the Pledge and Security Agreement, defined below) (each, a "**Grantor**"), and **CIT HEALTHCARE LLC** ("**CIT Healthcare**"), as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement, defined below) (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of July 20, 2006 (as amended, restated, amended and restated, or otherwise modified, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest 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 United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right, to the extent available, to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in


accordance with, the laws of the State of New York without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]


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.

LASERSCOPE,
as Grantor

By: 
Name: Carmen L. Diersen
Title: Executive Vice President, Chief
Financial Officer and Secretary

Accepted and Agreed:

CIT HEALTHCARE LLC,
as Collateral Agent

By: 
Name: ROBERT M. O'MARA
Title: DIRECTOR

(TRADEMARK SECURITY AGREEMENT)

TRADEMARK
REEL: 003362 FRAME: 0463

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:			
<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Laserscope	1329417	US	DERMASTAT
Laserscope	1340456	US	LASERSCOPE
Laserscope	2955963	US	GREENLIGHT PV
Laserscope	2973568	US	STONELIGHT
Laserscope	3023256	US	VENUS
Laserscope	3044850	US	GEMINI
Laserscope	3044965	US	COOLSPOT
Applications:			
Laserscope	78/431228	US	ADDSTAT
Laserscope	78431302	US	AURA
Laserscope	78/856082	US	GREENLIGHT
Laserscope	78431278	US	LYRA
Laserscope	78/446386	US	SOLIS



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ETAS v.1.4

PTO-1594 (Rev. 10/02)

OMB No. 0651-0027 (Exp. 6/30/2008)

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Fax Number: (312)984-7700
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-372-2000
 Email: Chicago_IP_Docket@mwe.com
 Correspondent Name: Jennifer M. Mikulina, Esq.
 Address Line 1: 227 West Monroe Street
 Address Line 2: Suite 4400
 Address Line 4: Chicago, ILLINOIS 60606-5096

NAME OF SUBMITTER:	Jennifer M. Mikulina
Signature:	/Jennifer M. Mikulina/ 
Date:	08/04/2006

Total Attachments: 4

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Fee calculated, according to the USPTO fee table

Description	Fee code	Fee code amount	Quantity	Fee
Recording trademark assignment, agreement or other paper, first mark per document	8521	40.0	1	40.0
For second and subsequent marks in the same document	8522	25.0	11	275.0
Total				\$315.00

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