

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
AMS Research Corporation		07/20/2006	CORPORATION: DELAWARE

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: 60

Property Type	Number	Word Mark
Registration Number:	1273416	A
Registration Number:	1393924	AMERICAN MEDICAL SYSTEMS
Registration Number:	1912387	AMS AMBICOR
Registration Number:	2034153	UROLUME
Registration Number:	2052789	ULTREX
Registration Number:	2432215	ACTICON
Registration Number:	2502319	UROVIVE
Registration Number:	2578148	BURN FIRST
Registration Number:	2585721	FIRST OPTION
Registration Number:	2635459	SPARC
Registration Number:	2691661	INHIBIZONE
Registration Number:	2696653	INVANCE
Registration Number:	2711926	HER OPTION

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Registration Number:	2714653	BIOFLOW
Registration Number:	2721024	THERMATRX
Registration Number:	2730788	INTEMESH
Registration Number:	2732663	PROSTAJECT
Registration Number:	2739081	INTEXEN
Registration Number:	2740112	GEN II
Registration Number:	2740785	SPARC
Registration Number:	2769161	SOLUTIONS FOR LIFE
Registration Number:	2792909	INTEDERM
Registration Number:	2949814	BIOARC
Registration Number:	2968152	MONARC
Registration Number:	2978169	INTEGRAFT
Registration Number:	3002840	INTEPRO
Registration Number:	3051659	PERIGEE
Registration Number:	3051660	APOGEE
Serial Number:	78878005	ADVANCE
Serial Number:	78719390	ADVANTOS
Serial Number:	78858224	AMERICAN MEDICAL SYSTEMS
Serial Number:	78763908	AMS 700
Serial Number:	78861060	AMS 700 MS
Serial Number:	78731866	AMS 7003
Serial Number:	78877244	AMS 800
Serial Number:	78765511	AMS MALLEABLE
Serial Number:	78601840	AMS SOLUTIONS FOR LIFE
Serial Number:	78806911	AMS TO MALE
Serial Number:	78858148	ATOM
Serial Number:	78714830	CONTINUUM
Serial Number:	78763904	DURA-II
Serial Number:	78705049	ECLIPSE
Serial Number:	78768570	EDI
Serial Number:	78739400	INTEZONE
Serial Number:	78607193	LGX
Serial Number:	78606966	MAXIS
Serial Number:	78820270	MINIATURO
Serial Number:	78710236	MOMENTARY SQUEEZE

Serial Number:	78736343	MS PUMP
Serial Number:	78733191	OPTIMIZED
Serial Number:	78590714	OVION
Serial Number:	78806861	PREVENT
Serial Number:	78806873	PROPEL
Serial Number:	78714811	RIVFIX
Serial Number:	78710232	SNAPFIT
Serial Number:	78765508	TACTILE PUMP
Serial Number:	78649483	TMX-2000
Serial Number:	78649503	TMX-3000
Serial Number:	78651994	WOMENSHARE
Serial Number:	78655731	WOMENSHARE LEARN. CONNECT. THRIVE.

CORRESPONDENCE DATA

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 Stret
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: 6
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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.

AMS RESEARCH CORPORATION,
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

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.

AMS RESEARCH CORPORATION,
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:

Title:

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:			
OWNER	REGISTRATION NUMBER	COUNTRY	TRADEMARK
AMS Research Corp	1273416	US	A (STYLIZED)
AMS Research Corp	1393924	US	AMERICAN MEDICAL SYSTEMS & DESIGN
AMS Research Corp	1912387	US	AMS AMBICOR
AMS Research Corp	2034153	US	UROLUME
AMS Research Corp	2052789	US	ULTREX
AMS Research Corp	2432215	US	ACTICON
AMS Research Corp	2502319	US	UROVIVE
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AMS Research Corp	3002840	US	INTEPRO
AMS Research Corp	3051659	US	PERIGEE
AMS Research Corp	3051660	US	APOGEE

Applications:			
OWNER	APPLICATION NUMBER	COUNTRY	TRADEMARK
AMS Research Corp	78/878005	US	ADVANCE
AMS Research Corp	78/719390	US	ADVANTOS
AMS Research Corp	78/858224	US	AMERICAN MEDICAL SYSTEMS
AMS Research Corp	78/763908	US	AMS 700
AMS Research Corp	78/861060	US	AMS 700 MS
AMS Research Corp	78/731866	US	AMS 700(3)
AMS Research Corp	78/877244	US	AMS 800

AMS Research Corp	78/765511	US	AMS MALLEABLE
AMS Research Corp	78/601840	US	AMS SOLUTIONS FOR LIFE
AMS Research Corp	78/806911	US	AMS TO MALE
AMS Research Corp	78/858148	US	ATOM
AMS Research Corp	78/714830	US	CONTINUUM
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AMS Research Corp	78/768570	US	EDI
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AMS Research Corp	78/649483	US	TMX-2000
AMS Research Corp	78/649503	US	TMX-3000
AMS Research Corp	78/651994	US	WOMENSHARE
AMS Research Corp	78/655731	US	WOMENSHARE LOGO