

1-31-92

04-16-1999



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HEET

U.S. DEPARTMENT OF COMMERCE

APR 9 1999 Patent and Trademark

Attached original documents or copy thereof:
Address of receiving party(ies):

To the Honorable Commissioner

1. Name of conveying party(ies):

Portlyn, LLC

Name: Deutsche Bank AG, New York Branch

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Type of Conveyance - Security Agreement

Execution Date: 3/29/99

Street Address: 31 West 52nd Street

City: New York State: NY ZIP: 10019

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of this application is:

A. Patent Application No.(s)

1

B. Patent No.(s)

5,766,197 Issue Date - 6/16/98

5,571,129 Issue Date 11/5/96

Additional numbers attached? Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Meredith Schorr.

Internal Address: White & Case
Room 1910

Street Address: 1155 Avenue of the Americas

Client Matter No. 1111779-0906 (Gregg Josephson)

City: New York State: NY ZIP: 10036 - 2787

6. Total number of applications and patents involved 2

7. Total fee (37 CFR 3.41):\$80.00

☒ Enclosed (enclosed with earlier submission)☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Meredith Schorr

Name of Person Signing

Signature

4/8/99

Date

04/16/1999 DNGUYEN 00000000 5766197

Total number of pages comprising cover sheet: 1

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PATENT
REEL: 9875 FRAME: 0934

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PORTLYN, LLC, a Delaware limited liability company ("the Assignor") having its chief executive office at Two Carlson Center, Plymouth, MN 55447, hereby assigns and grants to DEUTSCHE BANK AG, NEW YORK BRANCH, as Collateral Agent, with principal offices at 31 West 52nd Street, New York, New York 10019 (the "Assignee"), a security interest in all of the Assignor's rights, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Patents, (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

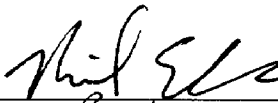
THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 29, 1999 (as amended from time to time, the "Security Agreement"). Upon termination of the Security Agreement pursuant to Section 10.9(a) thereof, the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this
Agreement as of the 29 day of March, 1999.

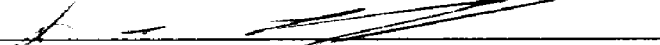
PORTLYN, LLC,

as Assignor

By 
Name: RICHARD J. EFFRESS
Title: CHAIRMAN

DEUTSCHE BANK AG, NEW YORK BRANCH,

as Collateral Agent and Assignee

By 

Name: IRA LUBINSKY
Title: VICE PRESIDENT

By 

Name: Robert Wood
Title: Director

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 29 day of March, 1999, before me personally came Richard

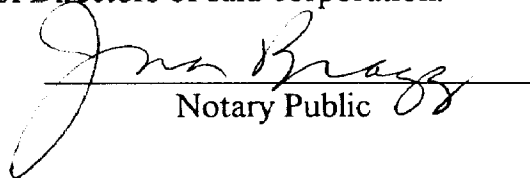
Eggers who, being by me duly sworn, did state as follows: that [s]he is
Chairman of Portlyn, LLC, that [s]he is authorized to execute the foregoing Assignment
on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation.


Notary Public

JENNIFER J. WHINNEN
Notary Public, State of New York
No. 01WH6011946
Qualified in New York County
Commission Expires Aug. 17, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29 day of March, 1999, before me personally came Ira Lubinsky who, being by me duly sworn, did state as follows: that he is Vice President of Deutsche Bank AG, New York Branch that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

JAMES E. JONES
Notary Public, State of New York
No. 0187560000
Qualified in New York City by
Commissioner of State A. J. [illegible]

SCHEDULE A

U.S. PATENTS

<u>NAME OF PATENT</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>
Surgical Cutting Instrument with Anti-Torque Outer Jacket	5,766,197	June 16, 1998
Surgical Cutting Instrument with Improved Cleaning Capability and Ease of Use	5,571,129	November 5, 1996