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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BT Commercial Corporation

(Delaware Corporation)

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Release of Security Interest

Execution Date: July 5, 2001

2. Name and address of receiving party(ies):

Name: Microsurge, Inc.

Internal Address: _____

Street Address: 1 Park Plaza, Suite 1100

City: Irvine State: CA ZIP: 92614

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

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

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

A. Patent Application No.(s)

B. Patent No.(s)

5,478,351 ; 5,499,992 ; 5,499,998 ; 5,746,759 ; 5,928,255 ;
5,403,343 ; 5,681,349 ; 5,891,162 ; 5,722,990 ; 5,928,264 ;
5,364,372 ; 5,545,150 ; 5,607,440

Additional number(s) attached? ☐ Yes ☒ No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and patents involved: 13

7. Total fee (37 CFR 3.41): \$ 520.00

☐ Enclosed

☒ Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

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.

Robyn Rahbar, Esq.

Name of Person Signing

Robyn Rahbar

Signature

8/11/03

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 014357 FRAME: 0556

RELEASE OF SECURITY INTEREST

(Patents)

THIS LIMITED RELEASE OF SECURITY INTEREST (Patents) is made as of this _____ day of _____, 2001, by BT Commercial Corporation as agent for the Lenders and as collateral agent for Credit Suisse First Boston Management Corporation ("Secured Party"), 233 South Wacker Drive, Chicago, Illinois 60606 in favor of Imagyn Medical Technologies, Inc., ("Guarantor"), Imagyn Medical, Inc., Imagyn Medical Technologies California, Inc., Microsurge, Inc., and Dacomed Corporation (each "Borrower"), collectively "Borrowers" (collectively the "Debtor").

WHEREAS, pursuant to the Patent and License Security Agreements (Borrower), dated December 30, 1997, the Supplemental Patent and License Security Agreements (Borrower), dated August 24, 1998, the Patent and License Security Agreements (Borrower), dated October 29, 1999, for each Borrower, the Patent and License Security Agreement (Guarantor), dated December 30, 1997, the Supplemental Patent and License Security Agreement (Guarantor), dated August 24, 1998, the Patent and License Security Agreement (Guarantor), dated October 29, 1999, all by BT Corporation as agent for the Lenders, and the Patent and License Security Agreement (Borrowers), dated October 29, 1999, and the Patent and License Security Agreement (Guarantor), dated October 29, 1999, by BT Commercial Corporation as collateral agent for Credit Suisse First Boston, Debtor granted and conveyed to Secured Party, a lien and security interest in and to all patent rights owned by the Debtor (referred to herein as "Encumbered Patents");

WHEREAS, for good and valuable consideration Secured Party has agreed to release its security interest and lien in certain patents of the Encumbered Patents without releasing the security interest and lien held by Secured Party in other patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby waives, releases, relinquishes and abandons any and all liens or security interests, and any and all claims of liens or security interests, of any kind or nature, in and to the patents identified on Exhibit A attached hereto and made a part hereof (hereinafter the "Released Patents"). The foregoing release includes, without limitation, a release of only the liens and security interests arising with respect to the Released Patents by virtue of the Patent and License Security Agreements recorded, on or about January 17, 1998, the Supplemental Patent and License Security Agreements recorded, on or about September 24, 1998, the Patent and License Security Agreements recorded, on or about December 6, 1999, and the Patent and License Security Agreements recorded, on or about December 7, 1999, in the United States Patent and Trademark Office.

Secured Party expressly retains its security interest and lien in all Encumbered Patents not specifically released hereunder, and the security interest and lien held by Secured Party shall continue in full force and effect with respect to all Encumbered Patents not specifically released hereunder. Secured Party agrees to execute such other documents and assurances as may be reasonably necessary to carry out the intent of this Release of Security Interest.

This Release of Security Interest shall be binding upon Secured Party and its successors and assigns.

IN WITNESS WHEREOF, Secured Party has executed this Release of Security Interest as of the date first written above.

BT COMMERCIAL CORPORATION

By: W.E.H.

Name: William E Howe

Title: VP

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF Cook) ss
)

I HEREBY CERTIFY that on this 5th day of July, 2001, before me, the undersigned NOTARY PUBLIC of the jurisdiction aforesaid, personally appeared William E. Howe, and acknowledged himself to be the VP of BT Commercial Corporation and that he as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of BT Commercial Corporation, by himself as VP.

IN WITNESS MY Hand and Notarial Seal.

Linda L. Moran (SEAL)
Notary Public

My Commission Expires:

1/3/04



EXHIBIT A to Release of Security Interest (Patents)

United States Patents owned by: Imagyn Medical Technologies, Inc.

<u>Title</u>	<u>Serial No.</u>	<u>date filed</u>	<u>Patent No.</u>	<u>issue date</u>	<u>Ref.</u>
Self-Deployed Inflatable Retractor	07/797,727	11/25/91	5,308,327	5/3/94	2
Wound Closure Device	08/145,855	11/5/93	5,439,469	8/8/95	34
Surgical Suturing Device	08/134,561	10/12/93	5,468,251	11/21/95	80
Surgical Suturing Device	08/279,367	7/22/94	5,632,752	5/27/97	81
Wound Closure Device	08/519,932	8/28/95	5,653,717	8/5/97	96
Self-Deploying Isolation Bag	08/130,503	10/1/93	5,524,633	6/11/96	24
Inflatable Isolation Bag	08/115,042	9/1/93	5,337,754	8/16/94	30
Self-Introducing Infusion Catheter	08/241,953	5/12/94	5,605,539	2/25/97	66
Sapphire Objective System	08/947,740	10/9/97	6,038,079	3/14/00	785

Computer Method and System For Procedure-Based Pricing of Multi-Use and Single-Use Surgical Instruments

09/712,889 11/15/00 n/a n/a 2,030

United States Patents licensed to: Imagyn Medical Technologies, Inc.

<u>Title</u>	<u>Serial No.</u>	<u>date filed</u>	<u>Patent No.</u>	<u>issue date</u>	<u>Ref.</u>
<u>Design, Development and Manufacturing Agreement, Oct. 31, 1997, Design Standards Corp.</u>					
Ratchet Assembly For Medical Instrument	08/100,983	8/3/93	5,344,061	9/6/94	2,023
<u>License Agreement, Mar. 12, 1997, Charles Klieman, M.D. and John Stiggelbout</u>					
Surgical Instrument For Endoscopic and General Surgery	08/320,941	10/11/94	5,582,617	12/10/96	659
Endoscopic Instrument With Detachable End Effector	08/471,988	6/6/95	5,792,165	8/11/98	660
Surgical Instrument For Endoscopic and General Surgery	08/671,820	6/25/96	5,817,119	10/6/98	234
Surgical Instrument For Endoscopic and General Surgery	08/729,683	10/4/96	5,827,323	10/27/98	662

United States Patents owned by: Imagyn Medical, Inc.

<u>Title</u>	<u>Serial No.</u>	<u>date filed</u>	<u>Patent No.</u>	<u>issue date</u>	<u>Ref.</u>
Endoscope With Curved End Image Guide	08/289,941	8/12/94	5,630,788	5/20/97	729
Endoscope With Axially Movable Optical Fiber Guide To Compensate Changes In Len	08/289,932	8/12/94	5,665,051	9/9/97	731
Small Diameter Introducer For Laparoscopic Instruments	08/435,646	5/5/95	5,857,999	1/12/99	747
Surgical Access Device and Method of Constructing Same	08/600,603	2/13/96	5,772,628	6/30/98	736

United States Patent Applications owned by: Imagyn Medical Technologies California, Inc.

<u>Title</u>	<u>Serial No.</u>	<u>date filed</u>	<u>Patent No.</u>	<u>issue date</u>	<u>Ref.</u>
Trocar Seal System Having Dual Seals	09/243,839	2/3/99	6,228,061	n/a	933
Surgical Clip Applier	n/a	2/2/01	n/a	n/a	2,033
Surgical Instrument with Adjustable Arms	08/134,522	10/8/93	5,562,682	10/8/96	601
Surgical Instrument With Improved Safety Lockout Mechanism	08/604,106	2/20/96	5,762,255	6/9/98	582
Articulated Surgical Instrument With Improved Jaw Closure Mechanism	08/603,998	2/20/96	5,820,009	10/13/98	583
Articulated Surgical Instrument With Improved Articulation Control Mechanism	08/602,204	2/20/96	5,725,536	3/10/98	585
Articulated Surgical Instrument With Improved Firing Mechanism	08/603,938	2/20/96	5,797,537	8/25/98	581
Endoscopic Linear Stapling and Dividing Instrument	29/052,573	4/8/96	D416,089	11/2/99	590
Linear Stapling Instrument With Improved Staple Cartridge	09/206,787	12/7/98	6,010,054	1/4/00	2,002
Surgical Clip	07/035,075	4/6/87	4,844,066	7/4/89	606
Hemostatic Clip Applicator for Applying Multiple Hemostatic Clips	07/035,074	4/6/87	4,850,355	7/25/89	607
Hemostatic Clip Applicator	07/319,664	3/7/89	5,049,152	9/17/91	604
Surgical Clip Applier	53,418	5/22/87	D305,064	12/12/89	608
Surgical Stapler Construction	06/560,074	12/9/83	4,558,810	12/17/85	600

United States Patents owned by: Microsurge, Inc.

<u>Title</u>	<u>Serial No.</u>	<u>date filed</u>	<u>Patent No.</u>	<u>issue date</u>	<u>Ref.</u>
Endoscopic Surgical Tool With Handle and Detachable Tool Assembly	08/287,069	8/8/94	5,478,351	12/26/95	436
Reusable Endoscopic Surgical Instrument	08/396,890	3/1/95	5,499,992	3/19/96	472
Endoscopic Surgical Instrument With Guided Jaws and Ratchet Control	08/401,645	3/10/95	5,499,998	3/19/96	442
Reusable Endoscopic Surgical Instrument	08/707,951	9/10/96	5,746,759	5/5/98	474
Reusable Endoscopic Surgical Instrument	08/974,827	11/20/97	5,928,255	7/27/99	763

United States Patents licensed to: Microsurge, Inc.

<u>Title</u>	<u>Serial No.</u>	<u>date filed</u>	<u>Patent No.</u>	<u>issue date</u>	<u>Ref.</u>
<u>Patent License Agreement, Aug. 3, 1994, Sugarbaker and Brigham and Women's Hospital</u>					
Expanding Polygonal Surgical Compressor	08/255,113	6/7/94	5,403,343	4/4/95	458
Expanding Polygonal Surgical Compressor	08/416,288	4/4/95	5,681,349	10/28/97	459
Expanding Polygonal Surgical Compressor	08/864,778	5/29/97	5,891,162	4/6/99	944

License Agreement & Patent License Agreement, Aug. 3, 1994, Sugarbaker and Brigham and Women's Hospital

Tissue Grasping Device	08/558,951	11/13/95	5,722,990	3/3/98	462
Tissue Grasping Device	08/904,807	8/1/97	5,928,264	7/27/99	945

License Agreement and Distribution Agreement, April 9, 1996, Endoscopic Concepts, Inc.

Trocar And Cannula	08/038,904	3/29/93	5,364,372	11/15/94	946
Trocar	08/238,959	5/6/94	5,545,150	8/13/96	947
Trocar With Lockable Shield	08/459,331	6/2/95	5,607,440	3/4/97	948

United States Patents licensed to: Dacomed Corporation

<u>Title</u>	<u>Serial No.</u>	<u>date filed</u>	<u>Patent No.</u>	<u>issue date</u>	<u>Ref.</u>
<u>Development and License Agreement, Aug. 3, 1992, J. and I. Engineering</u>					
Surgical Endoscopic Retractor Instrument	07/930,178	8/17/92	5,351,679	10/4/94	129
<u>Patent License Agreement, Aug. 21, 1995, Richard J. Gimpelson, M.D.</u>					
Surgical Needle	08/004,925	1/15/93	5,336,239	8/9/94	943