

Form PTO-1595  
(rev 06/04)

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

U. S. Department of Commerce  
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):**  
**Portlyn, LLC**  
**110 Cheshire Lane, Suite 100**  
**Minneapolis, MN 55305**

Execution Date(s) **June 30, 2004**

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

**3. Nature of conveyance:**

☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and Address of receiving party(ies)**  
Name: **Credit Suisse First Boston, acting**  
**through its Cayman Islands Branch**  
Internal Address: \_\_\_\_\_

Street Address: **Eleven Madison Avenue**  
City: **New York**

State: **New York**

Country: **USA** Zip: **10010**

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

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

A. Patent Application No(s).

This document is being filed together with a new application

B. Patent No(s).

**5766197**

**5571129**

Additional numbers attached? ☐ Yes ☒ No

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

Jessica Cohen, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036  
Tel: (212) 735-3000  
Fax: (212) 735-2000  
JECOHEN@skadden.com

**6. Total number of applications and patents involved:** 2

**7. Total fee (37 CFR 1.21(h) and 3.41) \$80**

☒ All fees and any deficiencies are authorized to be charged to Deposit Account  
(Our Ref. 217730/1823 )

**8. Payment Information**

Deposit Account No. **19-2385**

Authorized user Name: **Michael McGuire**

**9. Signature.**

  
Signature

**Jessica Cohen**

Name of Person Signing

**August 11, 2004**

Date

Total number of pages including cover sheet, and documents: 6

CH \$80.00 192385 6766197

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("Agreement"), dated as of June 30, 2004, is entered into by and between Portlyn, LLC, a Delaware limited liability company, located at 110 Cheshire Lane, Suite 100 Minneapolis, MN 55305 (the "Assignor") and Credit Suisse First Boston, acting through its Cayman Islands Branch, (together with its successors and assigns, the "Assignee"), as Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement dated as of June 30, 2004, between the Assignee and each of the other Grantors party thereto, including Assignor (the "Security Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement.

WHEREAS, pursuant to the Security Agreement, Assignor is granting a security interest to the Assignee in certain collateral, including the Patents set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

### 1. Grant of Security Interest

(a) As security for the prompt and complete payment and performance in full of the Secured Obligations, Assignor hereby grants to Assignee a security interest in and continuing lien on all of Assignor's right, title, and interest in, to, and under the Patents, whether now owned or existing or hereafter acquired or arising and wherever located.

(b) For purposes of this Agreement, "Patents" shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 5 of the Security Agreement (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(c) Schedule A hereto contains a true and accurate list of all of Assignor's Patents issued or applied for.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee, as Collateral Agent, under the Security Agreement. The rights and remedies of the Assignee with respect to the

security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, Assignor authorizes the Assignee, upon notice to Assignor, to modify this Agreement in the name of and on behalf of Assignor without obtaining Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Patent owned or subsequently acquired by Assignor. Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED 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 OBLIGATION LAWS).**

4. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PORTLYN, LLC

\_\_\_\_\_  
("Assignor")

By: 

Name: Stewart A. Fisher  
Title: Secretary

CREDIT SUISSE FIRST BOSTON, acting  
through its Cayman Islands Branch  
("Assignee")

By: \_\_\_\_\_

Name:  
Title:

STATE OF PA )  
 ) ss:  
COUNTY OF Montgomery

On June 28, 2004 before me, the undersigned, a notary public in and for said state and county, personally appeared Stewart A. Fisher, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Secretary, on behalf of PORTLYN, LLC, a Delaware limited liability company, the limited liability company therein named, and acknowledged to me that the limited liability company executed the within instrument pursuant to its operating agreement or a resolution of its member.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Patricia C. Meyer  
Notary Public

My Commission Expires:

5/23/05

Notarial Seal  
Patricia C. Meyer, Notary Public  
Trappe Boro, Montgomery County  
My Commission Expires May 23, 2005  
Member, Pennsylvania Association of Notaries

Schedule A to PATENT SECURITY AGREEMENT

<u>Title</u>	<u>Issue Date (Filing Date)</u>	<u>Patent No. (App. No.)</u>	<u>Jurisdiction</u>
Surgical Cutting Instrument with Anti-Torque Jacket	June 16, 1998	5,766,197	United States of America
Surgical Cutting Instrument with Improved Cleaning Capability and Ease of Use	November 5, 1996	5,571,129	United States of America