

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Argon Medical Devices, Inc.	04/29/2005
Argon Medical Devices Holdings, Inc.	04/29/2005
ACI Medical Devices, Inc.	04/29/2005

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	5487377
Patent Number:	5643311
Patent Number:	5777905
Patent Number:	5951497
Patent Number:	5984879
Patent Number:	6059795
Patent Number:	6074399
Patent Number:	6185442
Patent Number:	6231524
Patent Number:	6355047
Patent Number:	6423011
Patent Number:	6447462
Patent Number:	6468284

OP \$640.00 5487377

Patent Number:	6641575
Application Number:	10956176
PCT Number:	US0432264

CORRESPONDENCE DATA

Fax Number: (404)541-4608
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-6500
Email: bfedwards@kilpatrickstockton.com
Correspondent Name: Kilpatrick Stockton LLP
Address Line 1: 1100 Peachtree Street, Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Barbara F. Edwards
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Total Attachments: 17
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Intellectual Property Security Agreement**"), dated as of April 29, 2005, is made by the Persons named on Schedule V hereto and signatory hereto (each a "**Grantor**" and, collectively, the "**Grantors**"), with offices at the locations set forth on Schedule IV hereto, in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, acting in its capacity as Administrative Agent for the Lenders under the Credit Agreement described below, with offices at 2 Bethesda Metro Center, Suite 600, Bethesda, Maryland 20814 (the "**Administrative Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of April 29, 2005 by and among Argon Medical Devices, Inc. (the "**Borrower**"), the other Credit Parties signatory thereto, the Lenders signatory thereto and General Electric Capital Corporation (collectively, the "**Lenders**") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, extended replaced or otherwise modified, the "**Credit Agreement**"), the Lenders have agreed to make the Loans and to incur L/C Obligations for the benefit of the Borrower and the Grantors;

WHEREAS, Administrative Agent and the Lenders are willing to make the Loans and to incur L/C Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Borrower and each Guarantor (including the Grantors) shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Borrower Security Agreement, that certain Amended and Restated Holdings Security Agreement, that certain Senior Holdings Security Agreement or that certain Subsidiary Security Agreement, as applicable, each dated as of April 29, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, collectively, the "**Security Agreements**");

WHEREAS, pursuant to the Credit Agreement and the Security Agreements, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in **Section 1.1** of the Credit Agreement.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent, for itself and the benefit of Lenders, a Lien upon all of its right, title and interest of such Grantor in, to and under the

following, whether presently existing or hereafter created or acquired (collectively, with respect to each Grantor, the "**Intellectual Property Collateral**"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I and Schedule IV hereto, respectively;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II and Schedule IV hereto, respectively;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III and Schedule IV hereto, respectively;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **Representations and Warranties.** Each Grantor represents and warrants to the Administrative Agent and the Lenders that such Grantor does not have any interest in, or title to, any Patent, registered Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the recording hereof by the United States Copyright Office and the United States Patent and Trademark Office, perfected Liens in favor of Administrative Agent (for the benefit of itself and the Lenders) on each Grantor's Patents, Trademarks and Copyrights and such perfected Liens are enforceable as such as against any and all creditors of and purchasers from any Grantor to the extent that recording in the United States Copyright Office and the United State Patent and Trademark Office is effective to do so and subject to the proviso in the next sentence. Upon recording of this Intellectual Property Security Agreement by the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreements, all action necessary or desirable to protect and perfect Administrative Agent's Lien on each Grantor's Patents, Trademarks or Copyrights shall have been duly taken; provided, however, that the subsequent recordation of this Intellectual Property Security Agreement in the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable, may be necessary to perfect the security interest of the Administrative Agent in issued registrations and applications for other U.S. Intellectual Property that are

acquired by any Grantor after the date hereof, the registration of unregistered Copyrights in the U.S. Copyright Office may be required in order to perfect the Administrative Agent's Lien therein, and the taking of actions outside the United States may be required in order to perfect the Administrative Agent's Lien in Intellectual Property included in the Collateral which is protected under non-U.S. law.

4. **Covenants.** Each Grantor covenants and agrees with the Administrative Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantors shall notify Administrative Agent immediately if they know or have reason to know that any material application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) Grantors shall provide Administrative Agent with written notice of any application filed by any Grantor, either by itself or through any agent, employee, licensee or designee, to register any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the United States within ninety (90) days of such filing, and, upon request of Administrative Agent, such Grantor shall execute and deliver a supplement hereto as Administrative Agent may request to evidence Administrative Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Grantors shall take all commercially reasonable actions necessary or requested by Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall (1) comply with Section 5(a)(ix) of the Security Agreement and (2) unless such Grantor shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly take all commercially reasonable actions, including to sue to enjoin any such conduct and/or to recover any and all damages for such infringement, misappropriation or dilution.

5. **Security Agreement.** The security interests granted by each Grantor pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest

granted by each Grantor to Administrative Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Each Grantor and Administrative Agent expressly agree that the security interests granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Administrative Agent or the Lenders of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. **Termination; Authorized Sales of Collateral.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. In the event any Grantor proposes to sell any of the Intellectual Property Collateral and such sale is permitted pursuant to the terms and conditions set forth in Section 7.8 of the Credit Agreement, the Administrative Agent agrees, at the expense of such Grantor, to execute and deliver to such Grantor, prior to or contemporaneously with Grantor's receipt of the proceeds from such sale, such UCC-3 termination statements and other collateral property releases necessary to release the applicable Intellectual Property Collateral from the lien and security interest of the Administrative Agent.

9. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS. GRANTORS HEREBY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THE FEDERAL AND/OR STATE COURTS SITTING IN COOK COUNTY, CITY OF

CHICAGO, ILLINOIS FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. GRANTORS IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN **SECTION 11.3** OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTORS:

ARGON MEDICAL DEVICES, INC.

By: Paul L. Mooney
Name: Paul L. Mooney
Title: President / CEO

ARGON MEDICAL DEVICES HOLDINGS, INC.

By: Paul L. Mooney
Name: Paul L. Mooney
Title: President / CEO

ACI MEDICAL DEVICES, INC.

By: Paul L. Mooney
Name: Paul L. Mooney
Title: President / CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTORS:

ARGON MEDICAL DEVICES, INC.

By: Paul L. Mooney
Name: Paul L. Mooney
Title: President / CEO

ARGON MEDICAL DEVICES HOLDINGS, INC.

By: Paul L. Mooney
Name: Paul L. Mooney
Title: President / CEO

ACI MEDICAL DEVICES, INC.

By: Paul L. Mooney
Name: Paul L. Mooney
Title: President / CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: [Signature]
Name: BRENT SHEPHERD
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois

COUNTY OF Lake

On this 29th day of July, 2005, before me personally appeared Paul L. Mooney, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the following entities:

Argon Medical Devices, Inc.

Argon Medical Devices Holdings, Inc.

ACI Medical Devices, Inc.

who being by me duly sworn did depose and say that he is the Authorized Person of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.



{seal}

Betty A. Rasbid
Notary Public

EXHIBIT A

Trademarks

Mark	Registration Number	Registration Date	Serial Number	Filing Date
Latitude	2772711	October 7, 2003	78146702	July 23, 2002
CI logo	2752902	August 19, 2003	78098150	December 13, 2001
Omnicap	2562058	April 16, 2002	78082179	August 31, 2001
Kiwi	2615500	September 3, 2002	78069188	June 14, 2001
Koala	2145670	March 24, 1998	75071812	March 13, 1996

Exhibit A

Patents

Patent No.	Serial No.	Description	Filed	Issued
5,487,377	08/148,840	Uterine Manipulator and Manipulator Tip Assembly	11/5/1993	1/30/1996
5,643,311	08/532,898	Uterine Manipulator and Manipulator Tip Assembly	9/22/1995	7/1/1997
5,777,905	08/425,098	Obstetrical and Gynecological Event and Status Calculator	4/20/1995	7/7/1998
5,951,497	08/878,054	Pressure Catheter Device and Enhance Positioning Features	6/18/1997	9/14/1999
5,984,879	08/706,837	Intrauterine Pressure Catheter Device	9/3/1996	11/16/1999
6,059,795	09/203,003	Maneuverable Fetal Vacuum Extraction for use with Malpresenting Fetus	11/30/1998	5/9/2000
6,074,399	09/075/448	Hand-held Fetal Vacuum Extractor having an Integrated Pump and Handle	5/8/1998	6/13/2000
6,185,442	08/973,696	Valve controlled flow into a tube	6/7/1995	2/6/2001
6,231,524	09/309,332	Pressure Catheter Device with Enhance Positioning Features	5/11/1999	5/15/2001
6,355,047	09/365,658	Traction Force Sensing Vacuum Extractor	8/2/1999	3/12/2002
6,423,011	09/517,035	Apparatus and Method for Fetal Scalp Blood Sampling	3/2/2000	7/23/2000
6,447,462	09/504,972	Urodynamic Catheter and Methods of Fabricating and Use	2/15/2000	9/10/2002
6,468,284	09/849,587	Method and Apparatus for Vacuum Assisted Fetal Extraction	5/4/2001	10/22/2002
6,641,575	09/489,632	Surgical Vacuum Instrument for Retracting, Extracting and Manipulating Tissue	1/24/2000	11/4/2003
	2040-6657US PCT/USO/32264	Fetal Heart Rate Electrode Assembly, Connector for same, Cable Assembly System and Method of Use	US-10/3/2003 PCT-9/30/2004	

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENTS

Patent No.	Serial No.	Description	Filed	Issued
5,487,377	08/148,840	Uterine Manipulator and Manipulator Tip Assembly	11/5/1993	1/30/1996
5,643,311	08/532,898	Uterine Manipulator and Manipulator Tip Assembly	9/22/1995	7/1/1997
5,777,905	08/425,098	Obstetrical and Gynecological Event and Status Calculator	4/20/1995	7/7/1998
5,951,497	08/878,054	Pressure Catheter Device and Enhance Positioning Features	6/18/1997	9/14/1999
5,984,879	08/706,837	Intrauterine Pressure Catheter Device	9/3/1996	11/16/1999
6,059,795	09/203,003	Maneuverable Fetal Vacuum Extraction for use with Malpresenting Fetus	11/30/1998	5/9/2000
6,074,399	09/075/448	Hand-held Fetal Vacuum Extractor having an Integrated Pump and Handle	5/8/1998	6/13/2000
6,185,442	08/973,696	Valve controlled flow into a tube	6/7/1995	2/6/2001
6,231,524	09/309,332	Pressure Catheter Device with Enhance Positioning Features	5/11/1999	5/15/2001
6,355,047	09/365,658	Traction Force Sensing Vacuum Extractor	8/2/1999	3/12/2002
6,423,011	09/517,035	Apparatus and Method for Fetal Scalp Blood Sampling	3/2/2000	7/23/2000
6,447,462	09/504,972	Urodynamic Catheter and Methods of Fabricating and Use	2/15/2000	9/10/2002
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6,641,575	09/489,632	Surgical Vacuum Instrument for Retracting, Extracting and Manipulating Tissue	1/24/2000	11/4/2003
	2040-6657US PCT/USO/32264	Fetal Heart Rate Electrode Assembly, Connector for same, Cable Assembly System and Method of Use	US-10/3/2003 PCT-9/30/2004	

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARKS

Mark	Registration Number	Registration Date	Serial Number	Filing Date
Latitude	2772711	October 7, 2003	78146702	July 23, 2002
CI logo	2752902	August 19, 2003	78098150	December 13, 2001
Omnocup	2562058	April 16, 2002	78082179	August 31, 2001
Kiwi	2615500	September 3, 2002	78069188	June 14, 2001
Koala	2145670	March 24, 1998	75071812	March 13, 1996

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHTS

None.

SCHEDULE IV
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Names of each Grantor:

Argon Medical Devices, Inc.
Argon Medical Devices Holdings, Inc.
ACI Medical Devices, Inc.

2. Office location of each Grantor:

- (a) Argon Medical Devices, Inc.
 - (i) 1445 Flat Creek Road
Athens, TX 75951-5020
 - (ii) 747 West 4170 South
Murray, UT 84123
- (b) Argon Medical Device Holdings, Inc.
272 East Deerpath Road, Suite 316
Lake Forest, IL 60045
- (c) ACI Medical Devices, Inc.
272 East Deerpath Road, Suite 316
Lake Forest, IL 60045

SCHEDULE V
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Argon Medical Devices, Inc.
Argon Medical Devices Holdings, Inc.
ACI Medical Devices, Inc.

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTORS:

ARGON MEDICAL DEVICES, INC.

By: Paul L. Mooney
Name: Paul L. Mooney
Title: President/CEO

ARGON MEDICAL DEVICES HOLDINGS, INC.

By: Paul L. Mooney
Name: Paul L. Mooney
Title: President/CEO

ACI MEDICAL DEVICES, INC.

By: Paul L. Mooney
Name: Paul L. Mooney
Title: President/CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois

COUNTY OF Lake

On this 29th day of July, 2005, before me personally appeared Paul L. Mooney, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the following entities:

Argon Medical Devices, Inc.

Argon Medical Devices Holdings, Inc.

ACI Medical Devices, Inc.

who being by me duly sworn did depose and say that he is the Authorized Person of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.



{seal}

Betty A. Rasbid
Notary Public