

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct Assignee's name on the Notice of Recordation of Assignment Document recorded at Reel/Frame 016641/0794, Document ID# 500055535A to the Estate of Leonard I. Malis, deceased (Ruth Malis, Representative)
CONVEYING PARTY DATA	
Name	Execution Date
Synergetics USA, Inc.	10/12/2005
RECEIVING PARTY DATA	
Name:	Estate of Leonard I. Malis, deceased (Ruth Malis, Representative)
Street Address:	219-44 Peck Avenue
City:	Queens
State/Country:	NEW YORK
Postal Code:	11427
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5318563
Patent Number:	5733283
Patent Number:	5855061
CORRESPONDENCE DATA	
Fax Number:	(314)612-2310
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-621-5070
Email:	mburgin@armstrongteasdale.com
Correspondent Name:	Marta I. Burgin
Address Line 1:	One Metropolitan Square
Address Line 2:	Armstrong Teasdale LLP
Address Line 4:	St. Louis, MISSOURI 63102
ATTORNEY DOCKET NUMBER:	17067-2

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PATENT
REEL: 016712 FRAME: 0755

NAME OF SUBMITTER:

Marta I. Burgin

Total Attachments: 28

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10/17/2005
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Synergetics USA, Inc.	10/12/2005
RECEIVING PARTY DATA	
Name:	Leonard I. Malis
Street Address:	219-44 Peck Avenue
City:	Queens
State/Country:	NEW YORK
Postal Code:	11427
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5318563
Patent Number:	5733283
Patent Number:	5855061
CORRESPONDENCE DATA	
Fax Number:	(314)612-2310
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	mburgin@armstrongteasdale.com
Correspondent Name:	Marta I. Burgin
Address Line 1:	One Metropolitan Square
Address Line 2:	Armstrong Teasdale LLP
Address Line 4:	St. Louis, MISSOURI 63102
NAME OF SUBMITTER:	Marta I. Burgin
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SECURITY AGREEMENT

This Security Agreement is made on October 12, 2005,

BETWEEN the Debtor, Synergetics USA, Inc., a Delaware corporation, with a business address of 3845 Corporate Centre Drive, O'Fallon, Missouri 63368, successor in interest to Valley Forge Scientific Corp., referred to as "Grantor";

AND the Secured Party, Estate of Leonard I. Malis, whose address is at 219-44 Peck Avenue, Queens, New York 11427, referred to as the "Lender".

Definitions. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code as in effect from time to time in the State of New York:

REDACTED

- c. **Collateral.** As defined on page 2 of this Agreement.
- d. **Event of Default.** As defined on page 4 of this Agreement.

REDACTED

Grant of Security Interest. To induce Lender to accept the Note and the terms thereof, as payment for the Subsidiary's exercise of a certain option agreement dated October 22, 2004, by and between the Subsidiary, as successor in interest to Grantor, and Lender ("Option Agreement") and for other valuable consideration, Grantor grants to Lender a first priority security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have at law or in equity.

Collateral Description. The word "Collateral" as used in this Agreement means the following described property of Grantor, wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

a. Grantor's patents as identified in **Schedule A**, attached hereto, (the "Patents" or the "Intellectual Property"), and all reissues and extensions thereof and all goodwill associated therewith, all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and all rights to obtain any reissues or extensions of the Patents as identified in **Schedule A**.

REDACTED

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GRANTOR:

Synergetics USA, Inc.

By: 

Gregg D. Scheller, President and CEO

SIGNATURE PAGE TO SYNERGETICS USA, INC. SECURITY AGREEMENT

LENDER:

Estate of Leonard I. Malis

By: *Ruth Malis*
Ruth Malis, Preliminary Executor

SIGNATURE PAGE TO SYNERGETICS USA, INC. SECURITY AGREEMENT

**SCHEDULE A
PATENTS**

Patent Number	Title	Issue Date	Inventor(s)	Assignee(s)
04590934 This is the Main Patent. Expired May/2003	Bipolar Cutter/Coagulator	05/27/1986	Malis, Jerry L.; Malis, Leonard I.; Acorcey, Robert R.; Solt, David	Jerry L. Malis, Leonard I. Malis
05318563 * Patent derived off the main patent.	Bipolar RF Generator	06/07/1994	Malis, Jerry L.; Malis, Leonard I.; Acorcey, Robert R.; Klaus, Harry E.; Solt, David L.; DiJoseph, Frank;	Valley Forge Scientific Corp.*
05733283 * Patent derived off the main patent.	Flat loop bipolar electrode tips for electrosurgical instrument	03/31/1998	Malis, Jerry L. Malis, Leonard I. Mortimer, Martin T.	Valley Forge Scientific Corp.*
05855061 * Patent derived off the main patent.	Method of making flat loop bipolar electrode tips for electrosurgical	01/05/1999	Malis, Jerry L. Malis, Leonard I. Mortimer, Martin T.	Valley Forge Scientific Corp.*

* In the process of filing a name change to Synergetics USA, Inc., the successor in interest to Valley Forge Scientific Corp., with the United States Patent and Trademark Office