

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
Laserscope	07/20/2006

RECEIVING PARTY DATA

Name:	CIT Healthcare LLC
Street Address:	505 Fifth Avenue
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 49

Property Type	Number
Patent Number:	4872179
Patent Number:	4907235
Patent Number:	4911712
Patent Number:	4917083
Patent Number:	4985027
Patent Number:	5025446
Patent Number:	5030217
Patent Number:	5074860
Patent Number:	5097525
Patent Number:	5102410
Patent Number:	5130997
Patent Number:	5151909
Patent Number:	5231641
Patent Number:	5242439

PATENT

500140732

REEL: 018132 FRAME: 0682

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Patent Number:	5243615
Patent Number:	5249192
Patent Number:	5257991
Patent Number:	5264026
Patent Number:	5334191
Patent Number:	5343543
Patent Number:	5413971
Patent Number:	5428699
Patent Number:	5474549
Patent Number:	5495541
Patent Number:	5628744
Patent Number:	5746760
Patent Number:	5798518
Patent Number:	5841800
Patent Number:	6436094
Patent Number:	6554824
Patent Number:	6554825
Patent Number:	6986764
Patent Number:	7063694
Application Number:	10977102
Application Number:	10876316
Application Number:	10876311
Application Number:	10875366
Application Number:	10738384
Application Number:	09589675
Application Number:	10351273
Application Number:	10279087
Application Number:	11261010
Application Number:	11191197
Application Number:	11185343
Application Number:	60765879
Application Number:	60747780
Application Number:	60682945
Application Number:	11113495
Application Number:	11099040

PATENT

REEL: 018132 FRAME: 0683

CORRESPONDENCE DATA

Fax Number: (312)984-7700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-372-2000

Email: Chicago_IP_Docket@mwe.com

Correspondent Name: Jennifer M. Mikulina, Esq.

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Address Line 2: Suite 4400

Address Line 4: Chicago, ILLINOIS 60606-5096

NAME OF SUBMITTER:

Jennifer M. Mikulina

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of July 20, 2006 (as amended, restated, amended and restated, or otherwise modified, the "Patent Security Agreement"), is between each of **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (as defined in the Pledge and Security Agreement, defined below) (each, a "**Grantor**"), and **CIT HEALTHCARE LLC** ("**CIT Healthcare**"), as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement, defined below) (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of July 20, 2006 (as amended, restated, amended and restated, or otherwise modified, the "Pledge and Security Agreement") between each of the Grantors and the other grantors thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) 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 on Schedule I hereto (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 available 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 (collectively, "Patents"); and

(b) all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Patent Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced 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 Obligations Laws).

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of 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.

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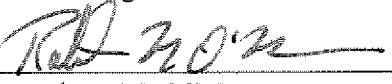
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LASERSCOPE,
as Grantor

By: _____
Name:
Title:

Accepted and Agreed:

CIT HEALTHCARE LLC,
as Collateral Agent

By: 
Name: Robert M. O'Mara
Title: Director

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

LASERSCOPE,
as Grantor

By: 

Name: Carmen L. Diersen
Title: Executive Vice President, Chief
Financial Officer and Secretary

Accepted and Agreed:

CIT HEALTHCARE LLC,
as Collateral Agent

By: _____
Name:
Title:

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND APPLICATIONS

Registrations:

REGISTRATION			
OWNER	NUMBER	COUNTRY	DESCRIPTION
Laserscope	4872179	US	Laser Apparatus with a Multipass Resonator
Laserscope	4907235	US	Intra-Cavity Beam Relay for Optical Harmonic Generation
Laserscope	4911712	US	Medical Laser Probe
Laserscope	4917083	US	Delivery Arrangement for a Laser Medical System
Laserscope	4985027	US	Soft Tissue Aspiration Device and Method
Laserscope	5025446	US	Intra-Cavity Beam Relay for Optical Harmonic Generation
Laserscope	5030217	US	Medical Laser Probe and Method of Delivering CO ₂ Radiation
Laserscope	5074860	US	Apparatus for Directing 10.6 Micron Laser Radiation to a Tissue Site
Laserscope	5097525	US	Optical Transmission Device
Laserscope	5102410	US	Soft Tissue Cutting Aspiration Device and Method
Laserscope	5130997	US	Medical Laser Apparatus, High Powered Red Laser Used in Same, and Laser Resonator with Non-Linear Output
Laserscope	5151909	US	Frequency Doubled Solid State Laser Having Programmable Pump Power Modes and Method for Controllable Lasers
Laserscope	5231641	US	Crystalline Slab Laser with Intracavity Non-Linear Optic
Laserscope	5242439	US	Means for Inserting Instrumentation for a Percutaneous Discectomy Using a Laser
Laserscope	5243615	US	High Powered Intracavity Non-Linear Optic Laser
Laserscope	5249192	US	Multiple Frequency Medical Laser
Laserscope	5257991	US	Instrumentation for Directing Light at an Angle
Laserscope	5264026	US	Centralized Laser Plume Evacuation System Through Articulating Arms
Laserscope	5334191	US	Laser Tissue Welding Control System
Laserscope	5343543	US	Side-Firing Laser Fiber with Directional Indicator and Methods of Use in Determining the Orientation of Radiation to be Emitted from the Side-Firing Laser Fiber
Laserscope	5413971	US	Laser Absorbing Filter Glass
Laserscope	5428699	US	Probe Having Optical Fiber for Laterally Directing Laser Beam
Laserscope	5474549	US	Method and System for Scanning a Laser Beam for Controlled Distribution of Laser Voltage
Laserscope	5495541	US	Optical Delivery Device with High Numerical Aperture Curved Waveguide
Laserscope	5628744	US	Treatment Beam Handpiece
Laserscope	5746760	US	Semi-Automatic Tissue Morcellation Device
Laserscope	5798518	US	Improved Medical Laser Calibration System and Method
Laserscope	5841800	US	Desktop Medical Laser Generator
Laserscope	6436094	US	Electromagnetic and Laser Treatment and Cooling Device
Laserscope	6554824	US	Methods for Laser Treatment of Soft Tissue
Laserscope	6554825	US	Variable Pulse Duration, Adjustable Wavelength Medical Laser System
Laserscope	6986764	US	Method and System for Photoselective Vaporization of the Prostate, and Other Tissue
Laserscope	7063694	US	Method and System for Photoselective Vaporization for Gynecological Treatments
Applications:			
Laserscope	10/977102	US	Repigmentation of Skin Using Photon Energy
Laserscope	10/876316	US	Method and System for Photoselective Vaporization of the Prostate, and Other Tissue
Laserscope	10/876311	US	Method and System for Photoselective Vaporization of the Prostate, and Other Tissue
Laserscope	10/875366	US	Card Key Enabled system for Photoselective Vaporization of the Prostate, and Other Tissue

Laserscope	10/738384	US	Treatment of Superficial Pigmented and Vascular Lesions of the Skin
Laserscope	09/589675	US	Device for Irradiating Tissue
Laserscope	10/351273	US	Treatment Site Cooling System of Skin Disorders
Laserscope	10/279087	US	Method and System for Treatment of Benign Prostatic Hypertrophy (BPH)
Laserscope	11/261,010	US	High Power, End Pumped Laser With Off-Peak Pumping
Laserscope	11/191197	US	Method and System for Photoselective Vaporization of the Prostate and Other Tissue
Laserscope	11/185343	US	Method and System for Vaporization of Tissue Using Direct Visualization
Laserscope	60/765879	US	Laparoscopic Laser Device and Method
Laserscope	60/747780	US	Endoscope for Fiber Optic Procedures
Laserscope	60/682945	US	Laser System and Delivery Operation Logging Method and Kit
Laserscope	11/113495	US	Method and System for Photoselective Vaporization for Gynecological Treatments
Laserscope	11/099040	US	Method and System for Photoselective Vaporization for Gynecological Treatments