#### 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.   | 09/30/2010     |
| Luther Medical Products, Inc. | 09/30/2010     |

#### RECEIVING PARTY DATA

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

#### PROPERTY NUMBERS Total: 4

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | D363541 |
| Patent Number: | D372782 |
| Patent Number: | 5022126 |
| Patent Number: | D480140 |

#### **CORRESPONDENCE DATA**

Fax Number: (312)993-9767

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

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins Address Line 1: 233 South Wacker Drive, Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Magdalini Rizakos

**Total Attachments: 7** 

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#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 30, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers and the other Secured Parties (as defined in the Credit Agreement referred to below).

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 30, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

<u>Section 1.</u> <u>Defined Terms.</u> Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than Excluded

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Property, but only during such time that such property actually constitutes Excluded Property) (the "Patent Collateral"):

- (a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;
- all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- 1. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.
- Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile or Electronic Transmission shall be as effective as delivery of a manually executed copy hereof.
- Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
- Section 7. Conflict with other Agreements. In the event of any conflict between this Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

# [SIGNATURE PAGES FOLLOW]

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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.

Very truly yours,

ARGON MEDICAL DEVICES, INC.,

as Grantor

Name: Richard Adloff

Title: Chief Financial Officer

PATENT

REEL: 025066 FRAME: 0540

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.

Very truly yours,

LUTHER MEDICAL PRODUCTS, INC.,

as Grantor

Name: Richard Adloff

Title: Chief Financial Officer

**REEL: 025066 FRAME: 0541** 

## ACCEPTED AND AGREED

as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Administrative Agent

Mame: Brent Shepherd

Title: Its Duly Authorized Signatory

REEL: 025066 FRAME: 0542

### SCHEDULE I TO PATENT SECURITY AGREEMENT

| Owner          | Title                             | Application | Patent      |
|----------------|-----------------------------------|-------------|-------------|
|                |                                   | Number      | Number      |
| Argon Medical  | A rotating adapter for a catheter | 07/053588   | D363541     |
| Devices, Inc.  |                                   | 09/29/1992  | 10/24/1995  |
| Luther Medical | Catheter Field Trimming Design    | 29/038,878  | Des,372,782 |
| Products, Inc. |                                   |             |             |
| Argon Medical  | One-piece plastic towel clamp     | 07/509940   | 5022126     |
| Devices, Inc.  |                                   | 4/13/1990   | 6/11/1991   |
| Argon Medical  | Splittable Cannula Introducer     | 29/166,684  | Des.480,140 |
| Devices, Inc.  |                                   |             |             |

**RECORDED: 09/30/2010**