# P \$1680.00 655838

### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY	

### **CONVEYING PARTY DATA**

Name	Execution Date
General Electric Capital Corporation	08/31/2011

### RECEIVING PARTY DATA

Name:	Salient Surgical Technologies, Inc.
Street Address:	180 International Drive
City:	Portsmouth
State/Country:	NEW HAMPSHIRE
Postal Code:	03801

Name:	Salient, Inc.
Street Address:	180 International Drive
City:	Portsmouth
State/Country:	NEW HAMPSHIRE
Postal Code:	03801

### PROPERTY NUMBERS Total: 42

Property Type	Number
Patent Number:	6558385
Patent Number:	6702810
Patent Number:	6689131
Patent Number:	7115139
Patent Number:	6953461
Patent Number:	7445617
Patent Number:	7311708
Application Number:	60340429
Application Number:	60356390
Application Number:	60368177
	DATENT

PATENT "

REEL: 026866 FRAME: 0790

Application Number:	60422190
Application Number:	10354643
Application Number:	10365170
Application Number:	60453093
Application Number:	60496065
Application Number:	10746222
Application Number:	60541997
Application Number:	10773503
Application Number:	10486807
Application Number:	10488801
Application Number:	10813736
Application Number:	10914650
Application Number:	60630582
Application Number:	10517947
Application Number:	11051090
Application Number:	10532704
Application Number:	11274908
Application Number:	11316798
Application Number:	11318207
Application Number:	10547881
Application Number:	11537852
Application Number:	60896768
Application Number:	11929203
Application Number:	11931312
Application Number:	11963209
Application Number:	61017403
Application Number:	12053030
Application Number:	12343744
Application Number:	61154623
Application Number:	12429920
Application Number:	60187114
Application Number:	12710791

## CORRESPONDENCE DATA

Fax Number: (612)492-7077

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

Phone: 612.492.7000

Email: dmaday@fredlaw.com

Correspondent Name: David C. West

Address Line 1: Fredrikson & Byron, P.A.

Address Line 2: 200 South Sixth Street, Suite 40000
Address Line 4: Minneapolis, MINNESOTA 55402-1425

ATTORNEY DOCKET NUMBER: 539.813

NAME OF SUBMITTER: David C. West

Total Attachments: 7

source=539813\_Release#page1.tif

source=539813\_Release#page2.tif

source=539813\_Release#page3.tif

source=539813\_Release#page4.tif

source=539813\_Release#page5.tif

source=539813\_Release#page6.tif

source=539813\_Release#page7.tif

### RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (this "Release") is made as of August 31, 2011 ("Effective Date") by GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Agent for the Lenders ("Grantee"), in favor of SALIENT SURGICAL TECHNOLOGIES, INC. and SALIENT, INC. (collectively, "Grantors").

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement, dated as of May 8, 2009 (the "IP Security Agreement"), Grantors assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest in all of Grantors' right, title and interest in and to the Intellectual Property Collateral;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office with respect to trademarks on May 12, 2009 at Reel 003985, Frame 0709 and with respect to patents on May 12, 2009 at Reel 022668, Frame 0220;

WHEREAS, pursuant to the terms and conditions of that certain Supplement to Intellectual Property Security Agreement, dated as of September 17, 2010 (the "IP Supplement"), Grantors supplemented the list of Intellectual Property Collateral assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest in all of Grantors' right, title and interest in such additional Intellectual Property Collateral;

WHEREAS, the IP Supplement was recorded with the United States Patent and Trademark Office with respect to trademarks on September 28, 2010 at Reel 004285, Frame 0233 and with respect to patents on September 28, 2010 at Reel 025052, Frame 0412;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of [August \_\_], 2011, by and among Grantee, Grantors and the other Loan Parties signatory to the Loan Agreement, Grantee has consented to the release of the Lien on the Intellectual Property Collateral, including, without limitation, all Intellectual Property Collateral listed on Schedules 1, 2, 3 and 4 hereto; and

WHEREAS, Grantee desires to release its Lien in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

- 1. Grantee's Lien in the Intellectual Property Collateral granted pursuant to the IP Security Agreement and IP Supplement is hereby terminated and released.
- 2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantors, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Intellectual Property Collateral.

\32833894.1

Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantors.

[the remainder of this page intentionally left blank]

\32833894.1

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GENERAL ELECTRIC CAPITAL CORPORATION,

as Grantee

Name:

Title: Duly Authorized Signatory

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SIGNATURE PAGE

**Schedule 1: Patents (IP Security Agreement)** 

Property Type	Number
Patent Number:	6558385
Patent Number:	6702810
Patent Number:	6689131
Patent Number:	7115139
Patent Number:	6953461
Patent Number:	7445617
Patent Number:	7311708
Application Number:	60340429
Application Number:	60356390
Application Number:	60368177
Application Number:	60422190
Application Number:	10354643
Application Number:	10365170
Application Number:	60453093
Application Number:	60496065
Application Number:	10746222
Application Number:	60541997
Application Number:	10773503
Application Number:	10486807
Application Number:	10488801
Application Number:	10813736
Application Number:	10914650
Application Number:	60630582
Application Number:	10517947
Application Number:	11051090
Application Number:	10532704
Application Number:	11274908
Application Number:	11316798
Application Number:	11318207
Application Number:	10547881
Application Number:	11537852
Application Number:	60896768
Application Number:	11929203
Application Number:	11931312
Application Number:	11963209
Application Number:	61017403
Application Number:	12053030
Application Number:	12343744
Application Number:	61154623
Application Number:	12429920
Application Number:	60187114

\32833894:1

Schedule 2: Trademarks (IP Security Agreement)

Property Type	Number	Word Mark
Registration Number:	3450948	AQUAMANTYS
Registration Number	2772022	
Registration Number	2772118	FLOATING BALL
Registration Number:	2551314	SIMPLY BETTER SURGERY
Registration Number:	2772023	TISSUELINK
Registration Number:	2944941	TISSUELINK
Serial Number:	77418702	SALIENT
Serial Number:	77419240	
Serial Number:	77643427	ADVANCED ENERGY FOR
		ADVANCED OUTCOMES
Serial Number:	77643442	ADVANCED ENERGY FOR
		ADVANCED PATIENT
		OUTCOMES
Serial Number:	77668402	AQUATC
Serial Number:	77563155	FIBROUS COLLAGEN
		TRANSFORMED
Serial Number:	77335093	TRANSCOLLATION

\32833894.1

# **Schedule 3: Patents (IP Supplement)**

Property Type	Number
Application Number:	12710791

\32833894.1

# Schedule 4: Trademarks (IP Supplement)

Property Type	Number	Word Mark
Serial Number:	85100899	MINUET
Serial Number:	85101025	DUPLET

\32833894.1