

MRD 10/15/99

10-21-1999

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0111 (exp 4/94)
Copyright 1994-97 LegalStar
TM05/REV03



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Docket No.:

014951/0166

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

COLLAGEN AESTHETICS, INC.

Name and address of receiving party(ies):

ABLECO FINANCE LLC, as Agent

10-15-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #26

Postal Address:

- Individual(s)
- General Partnership
- Corporation-State **DELAWARE**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

Street Address: **450 PARK AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **DELAWARE LIMITED LIABILITY COMPANY**

If assignee is not domiciled in the United States, a domestic designation is Yes No

(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **09011999**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **JOSHUA R. BRESSLER**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **900 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6 Total number of applications and registrations involved:.....

33

7. Total fee (37 CFR 3.41):.....\$ **\$840.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

10/21/1999 DMGUYEN 00000001 500675 75692795

01 FC:481 40.00 CH
02 FC:482 800.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JOSHUA R. BRESSLER

Name of Person Signing

Signature

OCTOBER 14, 1999

Date

Total number of pages including cover sheet, attachments, and

13

TRADEMARK

REEL: 001977 FRAME: 0160

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARK REGISTRATIONS AND APPLICATIONS)

SCHEDULE 1A

U.S. FEDERAL TRADEMARK FILINGS OWNED BY COLLAGEN

TRADEMARK	REG. NO. (SERIAL NO.)
REFINITY	(75/692,795)
REFINITY	(75/652,804)
REFINITY	(75/338,185)
COLLAGEN AESTHETICS	(75/480,964)
SOFTFORM	2,113,047
AESTHETIC TECHNOLOGIES	(75/203,511)
CELL PRIME	2,082,183
COLLAGEN REPLACEMENT THERAPY	1,985,260
ADG & Design	1,956,161
ADG	1,980,627
CONTIGEN	1,613,683
DENTOGEN	1,266,816
PERIOGEN	1,266,815
OSSIGEN	1,266,814
DENTAGEN	1,266,813
ZYDONT	1,266,812
DENTIGEN	1,266,811
FIBRODERM	1,266,810
ZYCOLL	1,266,809
UMPLAST	1,267,643

TRADEMARK	REG. NO. (SERIAL NO.)
ACCUPLAST	1,266,808
DESIGN	1,252,125
DESIGN	1,252,124
ZYGEN	1,256,585
ZYPLAST	1,208,083
ZYDERM	1,179,762
VITROGEN	1,199,205

SCHEDULE 1A

U.S. FEDERAL TRADEMARK FILINGS LICENSED TO COLLAGEN

ARTHROCARE CORPORATION

TRADEMARK	REG. NO. (SERIAL NO.)
MED	(75/589,095)
VISAGE	2,258,117
PLASMA SCALPEL	(75/478,775)
PLASMA WAND	(75/521,613)
COBLATION	(75/377,654)
ARTHROCARE	2,015,686

ASSIGNMENT FOR SECURITY(TRADEMARKS)

WHEREAS, COLLAGEN AESTHETICS, INC. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of September 1, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of ABLECO FINANCE LLC, as Administrative Agent on behalf of the Lenders (as defined in the Security Agreement) (the "Assignee");

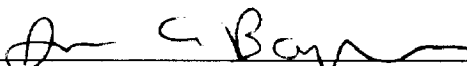
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of past, present or future infringements and other violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of SEPTEMBER 1, 1999.

COLLAGEN AESTHETICS, INC.

By: 
 Name: DAVID E. BAMBERGER
 Title: SECRETARY

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 1 day of September, 1999, before me personally came DAVID E. BAMBERGER to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the SECRETARY of COLLAGEN AESTHETICS, INC. DELAWARE corporation, and that he executed the foregoing instrument in the firm name of such corporation, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Elaine Gerace

ELAINE GERACE
Notary Public, State of New York
No. 01GE4996717
Qualified in Queens County
Commission Expires May 18, 192000