

5-9-00

FORM PTO-1618A  
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06-01-2000



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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

ET

OPR/FINANCE  
MAY 17 PM 3:30  
Effective Date  
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID#
- Correction of PTO Error  
Reel #  Frame #
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Conveyance Type

- Assignment  License
- Security  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

75670181

Citizenship/State of Incorporation/Organization

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Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

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Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
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01 FC:481  
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**Domestic Representative Name and Address**

Enter for the first Receiving Party Only.

Name

Address (line 1)

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**Correspondent Name and Address**

Area Code and Telephone Number (919) 286-8000

Name

Address (line 1)

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**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/670,181

2,188,559

1,912,387

1,350,516

75/450,083

2,052,789

1,839,925

1,273,416

75/399,624

2,034,153

1,768,539

1,393,924

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(any deficiency)

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Steven D. Thomas

5/5/00

Name of Person Signing

Signature

Date Signed

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
PATENTS AND TRADEMARKS

United States Patent and Trademark Office

Please be advised that pursuant to the Security Agreement dated as of April 17, 2000 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Credit Parties party thereto (each a "Credit Party" and collectively, the "Credit Parties") and Bank of America, N.A., as Agent (the "Agent") for the lenders referenced therein (the "Lenders"), the undersigned Credit Party has granted a continuing security interest in and continuing lien upon (i) the patents and patent applications (collectively, "Patents") and the trademarks and (ii) trademark applications (collectively, "Trademarks") shown below to the Agent for the ratable benefit of the Lenders:

PATENTS

<u>Patent No.</u>	<u>Description of Patent Item</u>	<u>Date of Patent</u>
	See Attached Schedule A	

Patent Applications

<u>Patent Application No.</u>	<u>Description of Applied-For Patent</u>	<u>Date of Patent Application</u>
	See Attached Schedule A	

TRADEMARKS

<u>Trademark Registration No.</u>	<u>Description of Trademark</u>	<u>Date of Registration</u>
	See Attached Schedule B	

Trademark Applications

<u>Trademark Application No.</u>	<u>Description of Applied-For Trademark</u>	<u>Date of Application</u>
	See Attached Schedule B	

**Schedule B**

**American Medical Systems, Inc.  
(Delaware Corporation)  
10700 Bren Road West, Minnetonka, MN 55343**

**U.S. Trademarks**

**Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
COAGULOOP	2,188,559	9/8/98
ULTREX	2,052,789	4/15/97
UROLUME	2,034,153	1/28/97
AMS AMBICOR	1,912,387	8/15/95
AMS SECURO-T	1,839,925	6/14/94
ENTRAC and Design	1,768,539	5/4/93
HYDROFLEX	1,350,516	7/23/85
A (Stylized)	1,273,416	4/10/84
AMERICAN MEDICAL SYSTEMS and Design	1,393,924	5/20/86

**Pending Applications**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
ACTICON	75-670,181	3/29/99
NATROLIN	75-450,083	3/15/98
UROVIVE	75-399,624	12/3/97

The undersigned Credit Party and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing Patents and Trademarks (i) may be terminated only in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any Patent or Trademark.

Very truly yours,

**AMERICAN MEDICAL SYSTEMS, INC.**  
(f/k/a WPAMS Acquisition Corp.)

By: Gregory J. Nelson  
Name: Gregory J. Nelson  
Title: Vice President - Finance,  
Treasurer and Chief Financial Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Agent

By: John J. O'Neill  
Name: John J. O'Neill  
Title: Managing Director

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