

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A., as Agent

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 17, 2006

- Assignment
- Security Agreement
- Other Release of Security Interest (superceding Release recorded 7/30/04 at Reel 3017 Frame 8030)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: AMS Research Corporation

Internal

Address: _____

Street Address: 10700 Bren Road West

City: Minnetonka

State: MN

Country: USA Zip: 55343

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)
see attached Exhibit A

B. Trademark Registration No.(s)
see attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Barbara A. Wrigley

Internal Address: Suite 3300

Street Address: 45 South Seventh Street

City: Minneapolis

State: MN Zip: 55402

Phone Number: 612.607.7595

Fax Number: 612.607.7100

Email Address: BWrigley@Oppenheimer.com

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$790.00

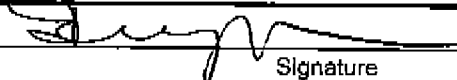
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1901
Authorized User Name Barbara A. Wrigley

9. Signature:



Signature

July 19 2006

Date

Barbara A. Wrigley, Reg. No. 34,950

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Exhibit A

Application No.	Application Date	Registration No.	Registration Date	Title
78056803	04/04/2001			TRANSFIX
78102071	01/10/2002			INTELATA
78102220	01/11/2002			INTEZONE
73409555	01/17/1983	1273416	04/10/1984	A
73516190	01/04/1985	1350516	07/23/1985	HYDROFLEX
73402635	11/15/1982	1393924	05/20/1986	AMERICAN MEDICAL SYSTEMS
74356012	02/05/1993	1839925	06/14/1994	AMS SECURO-T
74368958	03/18/1993	1912387	08/15/1995	AMS AMBICOR
74558080	08/08/1994	2034153	01/28/1997	UROLUME
75117071	06/03/1996	2052789	04/15/1997	ULTREX
75156286	08/26/1996	2154268	04/28/1998	IN-TAC
75098567	05/03/1996	2164464	06/09/1998	INFLUENCE
75281821	04/28/1997	2188559	09/08/1998	COAGULOOP
75372934	10/14/1997	2201449	11/03/1998	INFLUENCE
75156283	08/26/1996	2240997	04/20/1999	IN-PROBE
75670181	03/29/1999	2432215	02/27/2001	ACTICON
75399624	12/03/1997	2502319	10/30/2001	UROVIVE
76244646	04/23/2001	2578148	06/11/2002	BURN FIRST
78095325	11/27/2001	2635459	10/15/2002	SPARC
78040326	12/21/2000	2691661	02/25/2003	INHIBIZONE

78040334	12/21/2000	2696653	03/11/2003	INVANCE
78075350	07/24/2001	2714653	05/06/2003	BIOFLOW
78102075	01/10/2002	2730788	06/24/2003	INTEMESH
76105215	08/08/2000	2732663	07/01/2003	PROSTAJECT
78094541	11/21/2001	2739081	07/15/2003	INTEXEN
78066698	05/31/2001	2740785	07/22/2003	SPARC
78066663	05/31/2001	2769161	09/30/2003	SOLUTIONS FOR LIFE
78102073	01/10/2002	2792909	12/09/2003	INTEDERM
78197013	12/20/2002	2949814	05/10/2005	BIOARC
78175653	10/17/2002	2968152	07/12/2005	MONARC
78094555	11/21/2001	2978169	07/26/2005	INTEGRIFT

RELEASE OF SECURITY INTEREST

WHEREAS, American Medical Systems, Inc., a Delaware corporation (the "Borrower"), the Subsidiary Guarantors (as defined in the Credit Agreement, as hereinafter defined), the Lenders (as defined in the Credit Agreement) and Bank of America, N.A., as Agent for the Lenders (in such capacity, the "Agent") entered into that certain Credit Agreement dated as of March 24, 2000, as amended, modified, restated or supplemented from time to time (the "Credit Agreement"); and

WHEREAS, to secure the Credit Agreement, the Borrower, American Medical Systems Holdings, Inc., a Delaware corporation as Parent (the "Parent"), certain Subsidiaries of the Borrower (together with the Parent, individually a "Guarantor" and collectively the Guarantors"; the Guarantors, together with the Borrower, individually a "Credit Party" and collectively the "Credit Parties") and the Agent entered into that certain Security Agreement dated as of April 17, 2000 (the "April 17, 2000 Security Agreement") pursuant to which each Credit Party granted to the Agent, for the benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Credit Party in and to the Trademarks (as defined in the April 17, 2000 Security Agreement (the "Collateral"), whether then owned or existing or owned, acquired, or arising thereafter, as applicable; and

WHEREAS, pursuant to a Trademark Assignment agreement dated as of May 12, 2006 American Medical Systems Gynecology, Inc. (formerly, Cryogen, Inc.) assigned all right, title and interest in and to the Trademarks HER OPTION and FIRST OPTION to AMS Research Corporation, a Credit Party; and

WHEREAS, the Agent acknowledges that Borrower has satisfied its obligations under the Credit Agreement and Agent desires to release its security interest in the Collateral.

NOW THEREFORE the Agent agrees as follows:


As of the date hereof, the undersigned Bank of America, N.A., as Agent (the "Secured Party") has not assigned or otherwise disposed of its security interest in the Collateral listed on the attached Exhibit A pursuant to which a security interest was filed with the United States Patent and Trademark Office on June 23, 2003 at Reel 2675, Frame 0886.

The Secured Party hereby releases to each Credit Party the continuing security interest in, and the right to set off against, any and all right, title and interest of each such Credit Party in and to the Collateral (as more specifically set forth on Exhibit A hereto), whether now owned or existing or owned, acquired, or arising hereafter, as granted in the April 17, 2000 Security Agreement.

Dated as of the 17th day of July, 2006.

Secured Party:

BANK OF AMERICA, N.A.
AS ADMINISTRATIVE AGENT

By: 

Name: AAMIR SALEEM
Vice President

Title: _____