

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Interest Assignment Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper, Inc.		10/09/2009	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	1455 Market Street, 5th Floor
<b>Internal Address:</b>	Mail Code: CA5-701-05-19
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2818165	TORQVUE
Registration Number:	2760128	TORQVUE
Registration Number:	2144604	AMPLATZER
Registration Number:	3223694	AMPLATZER MEDICAL
Registration Number:	3512946	

**CORRESPONDENCE DATA**

Fax Number: (919)416-8328  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 9192868041  
 Email: pto\_tmconfirmation@mvalaw.com  
 Correspondent Name: Moore & Van Allen PLLC  
 Address Line 1: 430 Davis Drive  
 Address Line 2: Suite 500  
 Address Line 4: Morrisville, NORTH CAROLINA 27560

**OP \$140.00 2818165**

ATTORNEY DOCKET NUMBER:	327000.011248 EAR
NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	10/12/2009
<b>Total Attachments: 8</b> source=IP Security Interest Assignment Agreement#page1.tif source=IP Security Interest Assignment Agreement#page2.tif source=IP Security Interest Assignment Agreement#page3.tif source=IP Security Interest Assignment Agreement#page4.tif source=IP Security Interest Assignment Agreement#page5.tif source=IP Security Interest Assignment Agreement#page6.tif source=IP Security Interest Assignment Agreement#page7.tif source=IP Security Interest Assignment Agreement#page8.tif	

## INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT** (the "Agreement") effective as of the 9<sup>th</sup> day of October, 2009 (the "Effective Date"), by Lehman Commercial Paper, Inc., having an office at 745 Seventh Avenue, New York, New York 10019 ("Assignor"), in favor of Bank of America, N.A., having an office at 1455 Market Street, 5<sup>th</sup> Floor, Mail Code: CA5-701-05-19, San Francisco, CA 94103 ("Assignee").

### W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement dated July 28, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AGA Medical Corporation (the "Borrower"), the lenders party thereto and the Assignor, as administrative agent for the lenders, the lenders have severally agreed to make extensions of credit to the Borrower upon terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is party to a certain Guarantee and Collateral Agreement, dated as of July 28, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Borrower and certain of its affiliates (together, the "Grantors") and the Assignor, as collateral agent, pursuant to which the Grantors have guaranteed the obligations under the Credit Agreement and were required to execute and deliver the Security Instrument (as hereinafter defined);

WHEREAS, Assignor is a party to the Security Instrument (as hereinafter defined) on that certain intellectual property described on Exhibit A annexed hereto and made a part hereof or otherwise subject to the Security Instrument; and

WHEREAS, the parties hereto desire that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and for the mutual and dependent covenants herein contained, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to that certain Credit Agreement and associated Patent Security Agreement (recorded at the United States Patent and Trademark Office on July 28, 2005 at Reel 016323 and Frame 0057 and on October 6, 2009 at Reel 023330 and Frame 0732), Trademark Security Agreement (recorded at the United States Patent and Trademark Office on July 28, 2005 at Reel 3130 and Frame 0001 and on October 6, 2009 at Reel 004074 and Frame 0533), and Copyright Security Agreement (recorded at the United States Copyright Office on July 29, 2005, Microfilm number V3527 D931), together with any rider, addendum, exhibit, schedule and attachment thereto (the "Security Instrument"), together with all attendant liens, rights, title, assignments, interests (including security interests), and filings pertaining to or arising from the Security Instrument. Furthermore, Assignor does hereby grant and delegate to

Assignee any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof.

2. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Assignee is located.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the Effective Date set forth above.

**ASSIGNOR:**

Lehman Commercial Paper, Inc.

By:   
Name: Roopali Hall  
Title: Authorized Signatory

EXHIBIT A

INTELLECTUAL PROPERTY

**US Patents**

**Issued Patents**

Description	Patent No.	Issue Date
INTRAVASCULAR FLOW RESTRICTOR	7001409	2/21/06
REPOSITIONABLE AND RECAPTURABLE VASCULAR STENT/GRAFT	6932837	8/23/05
INTRAVASCULAR OCCLUSION DEVICES	6682546	1/27/04
INTRAVASCULAR FLOW RESTRICTOR	6638257	10/28/03
INTRAVASCULAR OCCLUSION DEVICES	6599308	7/29/03
METHOD AND APPARATUS FOR OCCLUDING ANEURYSMS	6506204	1/14/03
REPOSITIONABLE AND RECAPTURABLE VASCULAR STENT/GRAFT	6468301	10/22/02
RETRIEVABLE SELF EXPANDING SHUNT	6468303	10/22/02
METHOD OF FORMING MEDICAL DEVICES; INTRAVASCULAR OCCLUSION DEVICES	6447531	9/10/02
ALIGNMENT MEMBER FOR DELIVERING A NON-SYMMETRICAL DEVICE WITH A PREDEFINED ORIENTATION	6402772	6/11/02
METHOD OF FORMING MEDICAL DEVICES; INTRAVASCULAR OCCLUSION DEVICES	6368339	4/9/02
ALIGNMENT MEMBER FOR DELIVERING A NON-SYMMETRICAL DEVICE WITH A PREDEFINED ORIENTATION	6334864	1/1/02
SIZING CATHETER FOR MEASURING SEPTAL DEFECTS	6241678	6/5/01
SIZING CATHETER FOR MEASURING CARDIOVASCULAR STRUCTURES	6210338	4/3/01
PERCUTANEOUS CATHETER DIRECTED CONSTRICTING OCCLUSION DEVICE	5944738	8/31/99
PERCUTANEOUS CATHETER DIRECTED OCCLUSION DEVICES	5846261	12/8/98
PERCUTANEOUS CATHETER DIRECTED INTRAVASCULAR OCCLUSION DEVICES	5725552	3/10/98
METHOD AND APPARATUS FOR OCCLUDING ANEURYSMS	6168622	1/2/01
METHOD OF FORMING MEDICAL DEVICES; INTRAVASCULAR OCCLUSION DEVICES	6123715	9/26/00
METHOD OF FORMING MEDICAL DEVICES; INTRAVASCULAR OCCLUSION DEVICES	6579303	6/17/03

**Patent Applications**

Description	Application No.	Filing Date
MULTI-LAYER BRAIDED STRUCTURES FOR OCCLUDING VASCULAR DEFECTS	10804993	3/19/04
OPEN STRUCTURE SIZING DEVICE	11033233	1/11/05

Description	Application No.	Filing Date
INTRAVASCULAR DELIVERABLE STENT FOR REINFORCEMENT OF ABDOMINAL AORTIC ANEURYSM	11331640	1/13/06
MULTI-LAYER BRAIDED STRUCTURES FOR OCCLUDING VASCULAR DEFECTS AND FOR OCCLUDING FLUID FLOW THROUGH PORTIONS OF THE VASCULATURE OF THE BODY	11473971	6/23/06
FLANGED OCCLUSION DEVICES AND METHODS	11476947	6/27/06
INTRAVASCULAR DELIVERABLE STENT FOR REINFORCEMENT OF VASCULAR ABNORMALITIES	11654288	1/17/07
MULTI-LAYER BRAIDED STRUCTURES FOR OCCLUDING VASCULAR DEFECTS	11820841	6/21/07
BRANCHED STENT/GRAFT AND METHOD OF FABRICATION	11823430	6/27/07
PERCUTANEOUS CATHETER DIRECTED INTRAVASCULAR OCCLUSION DEVICES	11827590	7/12/07
BRAIDED OCCLUSION DEVICE HAVING REPEATING EXPANDED VOLUME SEGMENTS SEPARATED BY ARTICULATION SEGMENTS	11881026	7/25/07
BRAIDED VASCULAR DEVICES HAVING NO END CLAMPS	11861954	9/26/07
MULTI-COMPONENT VASCULAR DEVICE	11974398	10/12/07
PERCUTANEOUS CATHETER DIRECTED INTRAVASCULAR OCCLUSION DEVICES	11966397	12/28/07
DEVICE FOR OCCLUDING VASCULAR DEFECTS	12040260	2/29/08
PERCUTANEOUS CATHETER DIRECTED INTRAVASCULAR OCCLUSION DEVICE	12235059	9/22/08
DEVICE FOR OCCLUDING VASCULAR DEFECTS	12208787	9/11/08
BRAIDED OCCLUSION DEVICE HAVING REPEATING EXPANDED VOLUME SEGMENTS SEPARATED BY ARTICULATION SEGMENTS	12346073	12/30/08
STENT GRAFT FOR REINFORCEMENT OF VASCULAR ABNORMALITIES AND ASSOCIATED METHOD	12032938	2/18/08
STENT/STENT GRAFT FOR REINFORCEMENT OF VASCULAR ABNORMALITIES AND ASSOCIATED METHOD	12032944	2/18/08
MEDICAL DEVICES FOR TREATING A TARGET SITE AND ASSOCIATED METHOD	12367104	2/6/09
MEDICAL DEVICE INCLUDING CORRUGATED BRAID AND ASSOCIATED METHOD	12181639	7/29/08
MULTI-LAYERED MEDICAL DEVICE FOR TREATING A TARGET SITE AND ASSOCIATED METHOD	12179157	7/24/08
BIFURCATED MEDICAL DEVICE FOR TREATING A TARGET SITE AND ASSOCIATED METHOD	12205083	9/5/08
MULTI-LAYER DEVICE WITH GAP FOR TREATING A TARGET SITE AND ASSOCIATED METHOD	12258899	10/27/08
STENT GRAFT HAVING EXTENDED LANDING AREA AND	12197604	8/25/08

Description	Application No.	Filing Date
METHOD FOR USING THE SAME		
ASYMMETRICAL MEDICAL DEVICES FOR TREATING A TARGET SITE AND ASSOCIATED METHOD	12268756	11/11/08
MULTI-LAYERED MEDICAL DEVICE FOR TREATING A TARGET SITE AND ASSOCIATED METHOD	12179172	7/24/08
MEDICAL DEVICE WITH STIFFENER WIRE FOR OCCLUDING VASCULAR DEFECTS	12372854	2/18/09

**Patent Licenses**

On March 24, 2006, NMT Medical, Inc. and Lloyd A Marks granted an exclusive patent license to AGA Medical Corporation of United States Patent No. 5,108,420 (titled "Aperture Occlusion Device"), issued on April 28, 1992, on United States Patent Application Serial No. 07/649,593 (filed February 1, 1991).



**US Trademarks**

**Registered Marks**

Mark	Registration No.	Registration Date
TORQVUE and Design	2818165	2/24/04
TORQVUE	2760128	9/2/03
AMPLATZER	2144604	3/17/98
AMPLATZER MEDICAL	3223694	04/03/07
Yellow Burst (Design Only)	3512946	10/7/08

**US Copyrights**

**Registered Copyrights**

Title	Registration No.	Registration Date
AMPLATZER OCCLUSION DEVICES ASD PDA PFO VSD	TX5532900	7/11/02

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