

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARTHROCARE CORPORATION		01/13/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA
Street Address:	800 Fifth Avenue
Internal Address:	Floor 27
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	N.A.:

PROPERTY NUMBERS Total: 88

Property Type	Number	Word Mark
Registration Number:	2970835	ACCESS
Registration Number:	2936947	AGGRESSOR
Registration Number:	2015686	ARTHROCARE
Registration Number:	2015685	ARTHROWAND
Registration Number:	2487812	ATLANTECH
Registration Number:	2836778	AUTOUFF
Registration Number:	2968360	BARRACUDA
Registration Number:	2978724	BELUGA
Registration Number:	2783534	BILOK
Registration Number:	2300559	CAPS
Registration Number:	2628630	CAPSURE
Registration Number:	2900266	CDS
Registration Number:	2884737	CLEAR-VIEW

OP \$2215.00 2970835

Registration Number:	2279941	COBLATION
Registration Number:	2652217	COBLATION-CHANNELING
Registration Number:	2713113	
Registration Number:	2482849	COBLATOR
Registration Number:	2386100	COVAC
Registration Number:	2911172	DIAMONDVAC
Registration Number:	2828504	DISCATH
Registration Number:	2472239	DISCOBLATOR
Registration Number:	2307874	ENTEC
Registration Number:	2887582	EVAC
Registration Number:	2862492	GEL KNIT
Registration Number:	2916732	HAMMERHEAD
Registration Number:	2492972	HUMMINGBIRD
Registration Number:	2916810	INCLINE MATTRESS
Registration Number:	2973234	JAWS
Registration Number:	2725164	MAGNUM
Registration Number:	3030155	MAGNUMWIRE
Registration Number:	2911761	MANTA
Registration Number:	3021704	MARLIN
Registration Number:	2936946	MDC
Registration Number:	2893014	MENIVAC
Registration Number:	2901437	MICROBLATOR
Registration Number:	2994432	MICRO TOUCH
Registration Number:	2735555	NUCLEOPLASTY
Registration Number:	2594977	OPUS MEDICAL
Registration Number:	2936945	PARAGON
Registration Number:	2621627	PARALLAX
Registration Number:	2659368	PERC-D
Registration Number:	2674956	
Registration Number:	2660280	RAPID RHINO
Registration Number:	2604819	RAZORVAC
Registration Number:	2870789	REFLEX
Registration Number:	2933037	REFLEX ULTRA
Registration Number:	2795314	SECOUR
Registration Number:	2978934	SINU-KNIT

Registration Number:	2764885	SMART STITCH
Registration Number:	2918129	SPINEVAC
Registration Number:	2953393	SWORDFISH
Registration Number:	2973233	TIGER SHARK
Registration Number:	2534981	TITAN
Registration Number:	2492472	TRACERS
Registration Number:	2548518	TRISTAR
Registration Number:	2440547	TURBOVAC
Registration Number:	2508009	VERSITOR
Registration Number:	2258117	VISAGE
Serial Number:	78244456	ANGIOCARE
Serial Number:	78366069	ARTHROCART
Serial Number:	78245786	A-TECH
Serial Number:	78557768	ATLANTECH
Serial Number:	78243875	ATLAS
Serial Number:	76191730	BIO-MAGNUM
Serial Number:	76556084	CAM
Serial Number:	78360457	CAVITY
Serial Number:	78315847	CAVITY SPINEWAND
Serial Number:	78245791	COBRA
Serial Number:	78578800	CORE-ASSURE
Serial Number:	78491062	COVATOR
Serial Number:	78441434	EZFLOW
Serial Number:	78412934	LABRAFIX
Serial Number:	78746516	LANCELOT
Serial Number:	75433844	LOPRO
Serial Number:	78358377	MINI-MAGNUM
Serial Number:	78727236	MINIPLUS
Serial Number:	78244015	MULTIVAC
Serial Number:	78584493	PARAFIX
Serial Number:	78584500	PARASORB
Serial Number:	78240986	PATHFINDER
Serial Number:	78243937	PERC
Serial Number:	78240608	PIRANHA
Serial Number:	78746409	QUARTERBACK

Serial Number:	78701827	SIDEWINDER
Serial Number:	78294825	SPEEDSTITCH
Serial Number:	78352665	T2
Serial Number:	78116830	TOPAZ
Serial Number:	75895046	TURBINATOR

CORRESPONDENCE DATA

Fax Number: (704)353-3871

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

Phone: 704.331.7400

Email: docket@kennedycovington.com

Correspondent Name: Karl S. Sawyer, Jr.

Address Line 1: 214 North Tryon Street

Address Line 2: Hearst Tower, 47th Floor

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	16221.040
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/karl s sawyer jr/
Date:	02/02/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 13, 2006 by and between ARTHROCARE CORPORATION, a Delaware corporation (the "Grantor"), having its chief executive office at 111 Congress Avenue, Suite 510, Austin, Texas 78701, and BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent"), with offices at 800 Fifth Avenue, Floor 27, Seattle, Washington 98104 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of January 13, 2006 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among ArthroCare Corporation as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of January 13, 2006 by and among the Borrower, certain of its Subsidiaries party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the ___ day of January, 2006.

ARTHROCARE CORPORATION, as Grantor

By: Fernando Saul
Name: Fernando Sanchez
Title: Chief Financial Officer

ACKNOWLEDGMENT

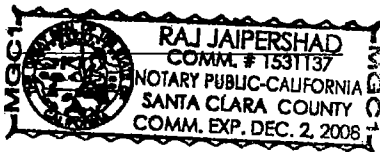
STATE OF California, USA
COUNTY OF Santa Clara

I, Raj Jaipershad, a Notary Public for said County and State, do hereby certify that Fernando Sanchez personally appeared before me this day and stated that (s)he is CEO of Arthrocare Inc and acknowledged, on behalf of Arthrocare, Inc the due execution of the foregoing instrument.

Witness my hand and official seal, this 12 day of January, 2006

R Jaipershad
Notary Public

My commission expires:



[Signature Pages Continue]

[Trademark Security Agreement]

TRADEMARK
REEL: 003239 FRAME: 0593

Agreed and Accepted as of the
13th day of January, 2006.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: *Dora A. Brown*

Name: DORA A. BROWN

Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS		
Trademarks	Registration No.	Registration Date
ACCESS	2,970,835	7/19/2005
AGGRESSOR	2,936,947	3/29/2005
ARTHROCARE	2,015,686	11/12/1996
ARTHROWAND	2,015,685	11/12/1996
ATLANTECH Design	2,487,812	9/11/2001
AUTOCUFF	2,836,778	4/27/2004
BARRACUDA	2,968,360	7/12/2005
BELUGA	2,978,724	7/26/2005
BILOK	2,783,534	11/18/2003
CAPS	2,300,559	12/14/1999
CAPSURE	2,628,630	10/1/2002
CDS	2,900,266	11/2/2004
CLEAR-VIEW	2,884,737	9/14/2004
COBLATION	2,279,941	9/21/1999
COBLATION CHANNELING	2,652,217	11/19/2002
Coblation Design	2,713,113	5/6/2003
COBLATOR	2,482,849	8/28/2001
COVAC	2,386,100	9/12/2000
DIAMONDVAC	2,911,172	12/14/2004
DISCATH	2,828,504	3/30/2004
DISCOBLATOR	2,472,239	7/24/2001
ENTEC	2,307,874	1/11/2000
EVAC	2,887,582	9/21/2004
GEL KNIT	2,862,492	7/13/2004
HAMMERHEAD	2,916,732	1/4/2005
HUMMINGBIRD	2,492,972	9/25/2001
INCLINE MATTRESS	2,916,810	1/4/2005
JAWS	2,973,234	7/19/2005
MAGNUM	2,725,164	6/10/2003
MAGNUMWIRE	3,030,155	12/13/2005
MANTA	2,911,761	12/14/2004
MARLIN	3,021,704	11/29/2005
MDC	2,936,946	3/29/2005
MENIVAC	2,893,014	10/12/2004
MICROBLATOR	2,901,437	11/9/2004
MICRO TOUCH	2,994,432	9/13/2005
NUCLEOPLASTY	2,735,555	7/8/2003
OPUS MEDICAL	2,594,977	7/16/2002

PARAGON	2,936,945	3/29/2005
PARALLAX	2,621,627	9/17/2002
PERC-D	2,659,368	12/10/2002
RAPID RHINO (DESIGN)	2,674,956	1/14/2003
RAPID RHINO	2,660,280	12/10/2002
RAZORVAC	2,604,819	8/6/2002
REFLEX	2,870,789	8/10/2004
REFLEX ULTRA	2,933,037	3/15/2005
SECOUR	2,795,314	12/16/2003
SINU-KNIT	2,978,934	7/26/2005
SMART STITCH	2,764,885	9/16/2003
SPINEVAC	2,918,129	1/11/2005
SWORDFISH	2,953,393	5/17/2005
TIGER SHARK	2,973,233	7/19/2005
TITAN	2,534,981	1/29/2002
TRACERS	2,492,472	9/25/2001
TRISTAR	2,548,518	3/12/2002
TURBOVAC	2,440,547	4/3/2001
VERSITOR	2,508,009	11/13/2001
VISAGE	2,258,117	6/29/1999

<u>TRADEMARK APPLICATIONS</u>		
<u>Trademark Applications</u>	<u>Application No.</u>	<u>Filing Date</u>
ANGIOCARE	78/244,456	5/1/2003
ARTHROCART	78/366,069	2/11/2004
A-TECH	78/245,786	5/5/2003
ATLANTECH	78/557,768	2/1/2005
ATLAS	78/243,875	4/30/2003
BIO-MAGNUM	76/191,730	1/9/2001
CAM	76/556,084	10/6/2003
CAVITY	78/360,457	1/30/2004
CAVITY SPINEWAND	78/315,847	10/20/2003
COBRA	78/245,791	5/5/2003
CORE-ASSURE	78/578,800	3/2/2005
COVATOR	78/491,062	9/28/2004
EZFLOW	78/441,434	6/25/2004
LABRAFIX	78/412,934	5/4/2004
LANCELOT	78/746,516	11/3/2005
LOPRO	75/433,844	2/13/1998
MINI-MAGNUM	78/358,377	1/27/2004
MINIPLUS	78/727,236	10/5/2005
MULTIVAC	78/244,015	4/30/2003
PARAFIX	78/584,493	3/10/2005
PARASORB	78/584,500	3/10/2005
PATHFINDER	78/240,986	4/23/2003

PERC	78/243,937	4/30/2003
PIRANHA	78/240,608	4/22/2003
QUARTERBACK	78/746,409	11/3/2005
SIDEWINDER	78/701,827	8/26/2005
SPEEDSTITCH	78/294,825	9/2/2003
T2	78/352,665	1/15/2003
TOPAZ	78/116,830	3/22/2002
TURBINATOR	75/895,046	1/11/2000

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

NONE