



100761859

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

1. Name of conveying party(ies):

Venetec International, Inc.  
27405 Puerta Real, Suite 260  
Mission Viejo, CA 92691

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: June 24, 1998

2. Name and address of receiving party(ies):

Name: InterEquity Capital Partners, L.P.

Internal Address: \_\_\_\_\_

Street Address: 220 Fifth Avenue

City: New York State: NY ZIP: 10001

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership Delaware
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

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)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

75-327591      75-002140  
75-053348      75-051969

B. Trademark registration No.(s)

2,139,526      1,658,905  
1,889,781      4,004,324  
1,717,824      8,005,386  
8,005,427

Additional numbers attached?  Yes  No

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

Name: Catherine P. Patton, Esq.

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 695 Town Center Drive, 17th Floor

City: Costa Mesa State: CA ZIP: 92626

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41): \$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/10/1998 DCDATES 00000100 75327091

01 FC:481  
02 FC:482

40.00 OP  
250.00 OP

DO NOT USE THIS SPACE

\$150.00

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.

Name of Person Signing

Signature

Date

*Catherine Patton*

7-7-98

Total number of pages comprising cover sheet: 10

Refund Ref: 07/10/1998 DCDATES 0000002322

CHECK Refund Total:

## COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF PATENT AND TRADEMARKS, dated as of June 24, 1998 (this "Agreement"), between VENETEC INTERNATIONAL, INC., a Delaware corporation ("Borrower"), and INTEREQUITY CAPITAL PARTNERS, L.P., a Delaware limited partnership ("Lender");

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

WHEREAS, pursuant to the Loan Agreement of even date herewith (together with all amendments and other modifications, the "Loan Agreement"), between Borrower and Lender, Lender has extended financial accommodations (the "Loans") to Borrower; and

WHEREAS, in connection with the Loan Agreement, Borrower has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the Loan under the Loan Agreement, Borrower is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Patent and Trademark Collateral (as defined below) to secure the obligations of Borrower to Lender under the Loan Agreement (the "Liabilities"); and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make the Loan to Borrower pursuant to the Loan Agreement, Borrower agrees, as follows:

SECTION 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, Borrower does hereby mortgage, pledge and assign to Lender, and grant to Lender a continuing security interest in, all of the patents and trademarks and patent and trademark applications set forth on Exhibit A (the "Patent and Trademark Collateral").

SECTION 2. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Lender in the Patent and Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Release of Security Interest. Upon payment in full of all Liabilities, Lender shall execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent and Trademark Collateral which has been granted hereunder.

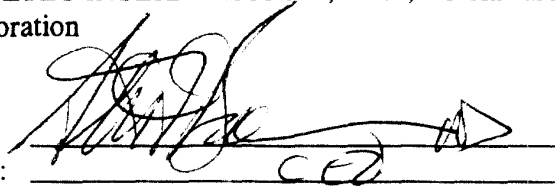
[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned caused this Agreement to be executed and delivered by a duly authorized officer as of the day and year first above written.

VENETEC INTERNATIONAL, INC., a Delaware corporation

By:

Title:

Handwritten signature and initials in black ink, written over two horizontal lines. The signature is cursive and appears to be 'A. J. ...'. Below the signature, the initials 'CE' are written in a simpler, blocky font.

**EXHIBIT A**

OC/114279.1

TRADEMARK  
REEL: 1751 FRAME: 0478

Updated from Descriptive Memorandum

**VENETEC INTERNATIONAL, INC.**

**Issued & Pending Patents**

Pending Patent Applications

Case No.	Country	Type of Case	Title	Appl. No.	Filed
VINTL.006VCA	Canada	Utility	Anchor Pad for Catheterization System	2109333	05/07/92
VINTL.006VJP	Japan	Utility	Anchor Pad for Catheterization System	512043/92	05/07/92
VINTL.006VSG	Singapore	Utility	Anchor Pad for Catheterization System	9602250-4	05/07/92
VINTL.012HAU	Australia	Utility	Catheter Anchoring System	65207/94	03/18/94
VINTL.012HCA	Canada	Utility	Catheter Anchoring System	2156724	03/18/94
VINTL.012HCN	China	Utility	Catheter Anchoring System	94191516.6	03/18/94
VINTL.012HEP	Europe	Utility	Catheter Anchoring System	94912808.6	03/18/94
VINTL.012HJP	Japan	Utility	Catheter Anchoring System	521258/1994	03/18/94
VINTL.014CP1	USA	Utility	Catheter Anchoring System	08/689,314	08/07/96
→ VINTL.022DV1	USA	Design	Anchor Pad	29/843,819 Pat. 3,903	08/24/96 4-28-98
VINTL.26PCP1	USA	Utility	Medical Line Anchoring System	08/865,231	05/29/97
VINTL.026VCN	China	Utility	Catheter Anchoring System	95195384.2	09/21/95
VINTL.026VEP	Europe	Utility	Catheter Anchoring System	95934471.4	09/21/95
VINTL.026VJP	Japan	Utility	Catheter Anchoring System	511876/96	09/21/95
VINTL.028C1	USA	Utility	Tube Fitting Anchoring System	08/933,409	09/19/97
VINTL.29DDV1	USA	Design	Anchor Pad	29/057,397	07/24/96
→ VINTL.30DDV1	USA	Design	<del>An Anchor Pad</del>	29/060,346	09/26/96
→ VINTL.033C1	USA	Utility	Catheter Anchoring System	08/753,277	11/25/96
VINTL.033CA	USA	Utility	Catheter Fitting Securement Device	09/104,029 08/601,527	4-27-98 02/14/96
VINTL.034VCA	Canada	Utility	Catheter Fitting Securement Device	2208258	10/24/96
VINTL.034VJP	Japan	Utility	Catheter Fitting Securement Device	516784/97	10/24/96
→ VINTL.037A	USA	Utility	Catheter Securement Device	08/601,622 5,738,959	02/14/96 3-3-98
VINTL.037VAU	Australia	Utility	Catheter Securement Device	74713/96	10/24/96
VINTL.037VCA	Canada	Utility	Catheter Securement Device	2208577	10/24/96
VINTL.037VCN	China	Utility	Catheter Securement Device	961920637	10/24/96
VINTL.037VEP	Europe	Utility	Catheter Securement Device	96936913.1	10/24/96

Catheter Anchoring System and Components thereof

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REEL: 1751 FRAME: 0479

**VENETEC INTERNATIONAL, INC.**

**Issued & Pending Patents**

Pending Patent Applications

Case No.	Country	Type of Case	Title	AppL No.	Filed
VINTL.037VJP	Japan	Utility	Catheter Securement Device	516765/1997	10/24/96
VINTL.044A	USA	Utility	Catheter Anchoring System and Method of Use	08/644,208	05/10/96
VINTL.049CP2	USA	Utility	Catheter Anchoring System	08/612,282	03/07/96
VINTL.057A	USA	Utility	Naso-Gastric Tube Retainer	08/789,084	01/27/97
VINTL.070DA	USA	Design	Anchor Pad with Release Layer	29/076,827	09/17/97
VINTL.071DA	USA	Design	Anchor Pad with Release Layer	29/076,838	09/17/97
VINTL.060A	USA	Utility	Medical Tubing Securement System	08/953,036	10/17/97
VINTL.063A	USA	Utility	Leg Support Crutch	08/953,321	10/17/97
→ VINTL.075BA	USA	Provisional Utility	Catheter Anchoring System for a Medical Article	<del>60/062,323</del> 09/049,825	<del>10/17/97</del> 3-27-98
VINTL.022DV2	USA	Design	Anchor Pad	29/081,039	10/20/97
VINTL.014QJP	Japan	Utility	Catheter Securement Device	Unknown	08/07/96
VINTL.014QEP	Europe	Utility	Catheter Securement Device	Unknown	08/07/96
VINTL.014QCN	China	Utility	Catheter Securement Device	Unknown	08/07/96
VINTL.014QCA	Canada	Utility	Catheter Securement Device	Unknown	08/07/96
→ VINTL.014QAU	Australia	Utility	Catheter Securement Device	Unknown	08/07/96
VINTL.065A	USA	Utility	Medical Line Securement System	08/970,223	11/14/97

66916/96

**VENETEC INTERNATIONAL, INC.**

**Issued & Pending Patents**

The Company's wealth of intellectual property is only partially represented by its many patents. The following list of patents embodies the creative vision, medical and manufacturing expertise, and uniqueness inherent in Venetec's products. Note that the Company's patents are in both domestic and international locations. The regions where Venetec holds proprietary, patented technology include Japan, Australia, Europe, Hong Kong, Canada, Singapore and China.

*Issued Patents*

Case No.	Country	Type of Patent	Title	Patent No.	Issued
VINTL.01A	USA	Utility	Catheterization System	4,711,636	12/08/87
VINTL.003CP1	USA	Utility	Catheterization System	5,192,273	03/09/93
VINTL.003CP2	USA	Utility	Catheterization System with Universal Retention Device and Method of Use	5,314,411	05/24/94
VINTL.003QJP	Japan	Utility	Catheterization System with Universal Retention Device	2537726	07/08/96
VINTL.005FW1	USA	Utility	Sidport Connector for Catheterization System	5,290,248	03/01/94
VINTL.006A	USA	Utility	Anchor Pad for Catheterization System	5,192,274	03/09/93
VINTL.006VAU	Australia	Utility	Anchor Pad for Catheterization System	659174	08/29/95
VINTL.006VEP	Europe	Utility	Anchor Pad for Catheterization System	0583388	04/24/96
VINTL.006VHK	Hong Kong	Utility	Anchor Pad for Catheterization System	1903/1996	10/17/96
VINTL.009A	USA	Utility	Method of catheter irrigation and aspiration	5,318,546	06/07/94
VINTL.012A	USA	Utility	Catheter Anchoring System	5,354,282	10/11/94
VINTL.012CP1	USA	Utility	Catheter Anchoring System	5,456,671	10/10/95
→ VINTL.12CPCP	USA	Utility	Catheter Anchoring System	5,578,013	<del>06/17/94</del> 11-26-96
→ VINTL.013DA	USA	Design	Catheter Adapter Retainer	DES.347,060	<del>12/08/87</del> 5-17-94
VINTL.014A	USA	Utility	Catheter Securement Device	5,637,098	06/10/97
VINTL.022DA	USA	Design	Anchor Pad	DES.164,922	12/05/95
VINTL.026DA	USA	Design	Anchor Pad with Release Layer	DES.375,355	11/05/96
VINTL.029DA	USA	Design	Anchor Pad with Release Layer	DES.375,356	11/05/96
VINTL.030DA	USA	Design	Anchor Pad with Release Layer	DES.377,831	02/04/97
VINTL.038A	USA	Utility	Coupling for Medical Apparatus Tubes	4,405,163	09/20/83
VINTL.003QEP	Europe	Utility	Catheterization System w/Universal Retention Device	0527961	12/19/97
VINTL.26DDV1	USA	Design	Anchor Pad	DES.389911	01/27/98
VINTL.026FW1	USA	Utility	Catheter Anchoring System	5693032	12/02/97
VINTL.028A	USA	Utility	Tube Fitting Anchoring System	5702371	12/30/97

TRADEMARK



Search Date: 6/10/01

1. SITELINK, (WORDS ONLY), PENDING, MEDICAL DEVICES (INTERNATIONAL CLASS: 10; US CLASS: 26, 39, 44), FIRST USE DATE NOT AVAILABLE (INTERNATIONAL CLASS: 10; US CLASS: 26, 39, 44), 75-327591, VENETEC INTERNATIONAL, INC. (DELAWARE CORPORATION), 27405 PUERTA REAL, #260, MISSION VIEJO, CA 92691, OWNER DATE NOT AVAILABLE, Copyright (c) 1998 CCH Trademark Research Corporation
2. NONE, (DESIGN ONLY), ALLOWED - INTENT TO USE, MEDICAL GOODS, NAMELY, ARTERIAL, INTRAVENOUS AND EPIDURAL CATHETERIZATION APPARATUSES (INTERNATIONAL CLASS: 10; US CLASS: 26, 39, 44), FEBRUARY 7, 1992 (INTERNATIONAL CLASS: 10; US CLASS: 26, 39, 44), 75-053348, VENETEC INTERNATIONAL, INC. (DELAWARE CORPORATION), 27405 PUERTO REAL, #260, MISSION VIEJO, CA 92691, OWNER DATE NOT AVAILABLE, Copyright (c) 1998 CCH Trademark Research Corporation
3. SURE SNAP, (WORDS ONLY), REGISTERED, MEDICAL GOODS, NAMELY, ARTERIAL, INTRAVENOUS AND EPIDURAL CATHETERIZATION APPARATUSES (INTERNATIONAL CLASS: 10; US CLASS: 26, 39, 44), JUNE 14, 1996 (INTERNATIONAL CLASS: 10; US CLASS: 26, 39, 44), 2139526, 75-051946, VENETEC INTERNATIONAL, INC. (DELAWARE CORPORATION), 27405 PUERTO REAL, #260, MISSION VIEJO, CA 92691, OWNER DATE NOT AVAILABLE, Copyright (c) 1998 CCH Trademark Research Corporation
4. VENETEC INTERNATIONAL, (WORDS ONLY), ALLOWED - INTENT TO USE, MEDICAL GOODS, NAMELY, ARTERIAL, INTRAVENOUS AND EPIDURAL CATHETERIZATION APPARATUSES (INTERNATIONAL CLASS: 10; US CLASS: 26, 39, 44), FIRST USE DATE NOT AVAILABLE (INTERNATIONAL CLASS: 10; US CLASS: 26, 39, 44), 75-051969, VENETEC INTERNATIONAL, INC. (DELAWARE CORPORATION), 27405 PUERTO REAL, #260, MISSION VIEJO, CA 92691, OWNER DATE NOT AVAILABLE, Copyright (c) 1998 CCH Trademark Research Corporation
5. NEEDLE-LESS SUTURE, (WORDS ONLY), PENDING - PASSED BY EXAMINER, MEDICAL GOODS, NAMELY, ARTERIAL, INTRAVENOUS AND EPIDURAL CATHETERIZATION APPARATUS (INTERNATIONAL CLASS: 10; US CLASS: 26, 39, 44), MAY, 1996 (INTERNATIONAL CLASS: 10; US CLASS: 26, 39, 44), 75-002140, VENETEC INTERNATIONAL, INC. (DELAWARE CORPORATION), 24705 PUERTO REAL, #260, MISSION VIEJO, CA 92691, OWNER DATE NOT AVAILABLE, Copyright (c) 1998 CCH Trademark Research Corporation
6. STATLOCK, (WORDS ONLY), REGISTERED, MEDICAL GOODS, NAMELY ARTERIAL, INTRAVENOUS AND EPIDURAL [ CATHERIZATION ] \* CATHETERIZATION \* APPARATUSES (INTERNATIONAL CLASS: 10; US CLASS: 26, 39, 44), APRIL 15, 1990 (INTERNATIONAL CLASS: 10; US CLASS: 26, 39, 44), 1889781, 74-522223, VENETEC, INC. (COLORADO CORPORATION), 12071 TEJON STREET, WESTMINSTER, CO 80234, OWNER DATE NOT AVAILABLE, Copyright (c) 1998 CCH Trademark Research Corporation
7. VENETEC, (WORDS AND DESIGN), REGISTERED, MEDICAL GOODS; NAMELY, INTRAVENOUS ANCHORING DEVICES WHICH PROVIDE FOR CONNECTION FROM FLUID DELIVERY SETS TO CATHETERS (INTERNATIONAL CLASS: 10; US CLASS: 44), APRIL 10, 1990 (INTERNATIONAL CLASS: 10; US CLASS: 44), 1717824, 74-085780, VENETEC, INC. (COLORADO CORPORATION), 1250 SOUTH PARKER ROAD, SUITE 204, DENVER, CO 80216, OWNER DATE NOT AVAILABLE, Copyright (c) 1996 CCH Trademark Research Corporation
8. STATLOCK, (WORDS AND DESIGN), REGISTERED, MEDICAL GOODS; NAMELY, AN INTRAVENOUS ANCHORING DEVICE WHICH PROVIDES FOR CONNECTION FORM FLUID DELIVERY SET TO CATHETER (INTERNATIONAL CLASS: 10; US CLASS: 44), APRIL 15, 1990 (INTERNATIONAL CLASS: 10; US CLASS: 44), 1658905, 74-085779, VENETEC INTERNATIONAL, INC. (CALIFORNIA CORPORATION), 24705 PUERTO REAL, #260, MISSION VIEJO, CA 92691, OWNER DATE NOT AVAILABLE, Copyright (c) 1997 CCH Trademark

## Research Corporation

9. STATLOCK, (WORDS AND DESIGN), REGISTERED, DENTAL, MEDICAL AND SURGICAL APPLIANCES, COLORADO, 901079270, 04004324, VENETEC, INC., 1250 S. PARKER RD. #204, DENVER, CO 80216, AS OF AUGUST 3, 1990, Copyright (c) 1996 CCH Trademark Research Corporation

10. STATLOCK, (WORDS AND DESIGN), REGISTERED, DENTAL, MEDICAL AND SURGICAL APPLIANCES, COLORADO, 901079270, 08005386, VENETEC, INC., 1250 S. PARKER RD #204, DENVER, CO 80216, AS OF AUGUST 3, 1990, Copyright (c) 1996 CCH Trademark Research Corporation

11. VENETEC, (WORDS AND DESIGN), REGISTERED, MEDICAL, DENTAL AND SURGICAL APPARATUS, COLORADO, 901079268, 08005427, VENETEC, INC., (CORPORATION), 1250 S. PARKER RD., #204, DENVER, CO 80216, AS OF AUGUST 3, 1990, Copyright (c) 1996 CCH Trademark Research Corporation

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