

TR 8-13

08-17-1998



100794685

Tab settings

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

1. Name of conveying party(ies):

Ninol Medical Technologies, Inc.,

(see Exhibit 1 attached hereto)

- Individual(s)
- General Partnership
- Corporation-State
- 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: July 8, 1998

Name: J.H. Whitney & Co.

Internal Address:

Street Address: 177 Broad Street

City: Stamford State: CT ZIP: 06901

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- 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 patent number(s):

A. Trademark Application No.(s)

see Exhibit 2 attached hereto

B. Trademark Registration No.(s)

see Exhibit 2 attached hereto

Additional numbers attached? Yes No

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

Name: David Berlin

Internal Address: Paul, Weiss, Rifkind,

Wharton & Garrison

Street Address: 1285 Avenue of the

Americas

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41).....\$ 340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

08/14/1998 55N11H 00000062 1602100

DO NOT USE THIS SPACE

01 FC:481

40.00 OP

02 FC:482

300.00 OP

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

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

65

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

Exhibit 1 to Trademark Recordation Form Cover Sheet

1. Names of conveying parties:

- A. Nitinol Medical Technologies, Inc.
Corporation - State
- B. NMT Neurosciences (IP) Inc.
Corporation - State
- C. NMT Neurosciences (International) Inc.
Corporation - State
- D. NMT Investments Inc.
Corporation - State
- E. Cordis Innovative Systems, Inc.
Corporation - State
- F. NMT Heart, Inc.
Corporation - State
- G. NMT Neurosciences (US) Inc.
Corporation - State

EXHIBIT 2

U.S. Trademarks		
<u>Trademark Name</u>	<u>Trademark Number</u>	<u>Application Number</u> (if applicable)
OMNI SHUNT	1,602,100	
ORBIS - SIGMA	1,612,836	
SECOR	1,416,512	
CORDIS MPAP	1,625,836	
CRYOTECH		74/555,391
CRYOTECH logo (x2)		74/555,392 (suspended)
SELECTOR	1,629,037	
ENDOCRYO		74/515,948
SNF		74/677,806
SIMON NITINOL FILTER	1,556,677	
SNF /SL	2,016,548	
Cardioseal	2,133,272	
Elegant Solutions		75/205,401

GUARANTEE AND COLLATERAL AGREEMENT

made by

NITINOL MEDICAL TECHNOLOGIES, INC.

and certain of its Subsidiaries

in favor of

J.H. WHITNEY & CO.,

as Agent

Dated as of July 8, 1998

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SCHEDULES

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- 2 Description of Pledged Securities
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5. Location of Inventory and Equipment
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ANNEX

- 1 Assumptions

GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of July 8, 1998, made by each of the parties listed on Schedule A hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of J.H. WHITNEY & CO., as Agent (in such capacity, the "Agent") for WHITNEY SUBORDINATED DEBT FUND, L.P. (the "Purchaser") and any holder of any Note from time to time (such holders, together with the Purchaser, being the "Lenders") pursuant to the Subordinated Note and Common Stock Purchase Agreement (the "Note Purchase Agreement") dated the date hereof among the Purchaser, Nitinol Medical Technologies, Inc. (the "Borrower") and, for certain purposes, the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Note Purchase Agreement, the Purchaser shall purchase the WSDF Note from the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the sale of the WSDF Note under the Note Purchase Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Purchaser to purchase the WSDF Note from the Borrower under the Note Purchase Agreement that the Grantors shall have executed and delivered this Agreement to the Agent for the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Purchaser to enter into the Note Purchase Agreement and to purchase the WSDF Note from the Borrower, each Grantor hereby agrees with the Agent, for the benefit of the Lenders, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Note Purchase Agreement and used herein shall have the meanings given to them in the Note Purchase Agreement, and the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are

used herein as so defined: Accounts, Chattel Paper, Documents, Equipment, Instruments, Inventory and Investment Property.

(b) The following terms shall have the following meanings:

"Agreement" means this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations" means the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Notes and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing petition interest is allowed in such proceeding) the Notes and all other obligations and liabilities of the Borrower to the Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred which may arise under, out of, or in connection with, this Agreement, any other Loan Document, or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees, charges and disbursements of counsel to the Agent or to any Lender that are required to be paid by the Borrower pursuant hereto or otherwise).

"Capital Stock" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"Collateral": as defined in Section 3.

"Collateral Account": any collateral account established by the Agent as provided in Section 6.1 or 6.4.

"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses": any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting

any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Fully Satisfied" means with respect to any Obligation as of any date, (i) the principal amount of and interest accrued to such date on such Obligation shall have been paid in full in cash, (ii) all fees, expenses and other amounts then due and payable with respect to such Obligation shall have been paid in full in cash and (iii) if such Obligation relates to the Notes, such Notes shall have expired or irrevocably been terminated.

"General Intangibles": all "general intangibles" as such term is defined in Section 9106 of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent to the extent that all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Guarantor Obligations": with respect to any Guarantor, the collective reference to (i) the Borrower Obligations and (ii) all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

"Guarantors": the collective reference to each Grantor other than the Borrower.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages from any and all past infringements.

"Intercompany Note": any promissory note evidencing loans made by any Grantor to any Affiliate thereof.

"Issuers": the collective reference to each issuer of a Pledged Security.

"New York UCC": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Loan Documents" means this Agreement, the Note Purchase Agreement and the Notes.

"Obligations": (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Patents": (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Patent License": all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

"Pledged Notes": all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Securities": the collective reference to the Pledged Notes and the Pledged Stock.

"Pledged Stock": the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect.

"Proceeds": all "proceeds" as such term is defined in Section 9-306(l) of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions or payments with respect thereto.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Securities Act": the Securities Act of 1933, as amended.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

1.2 Other Definitional Provisions. (a) The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Agent, for the benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Agent or any Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are Fully Satisfied.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Agent and the Lenders, and each Guarantor shall remain liable to the Agent and the Lenders for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Agent or any Lender against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Agent and the Lenders by the Borrower on account of the Borrower Obligations are Fully Satisfied. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been Fully Satisfied, such amount shall be held by such Guarantor in trust for the Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Agent or any Lender may be rescinded by the Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Agent or any Lender, and the Note Purchase Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Agent (or the Lenders pursuant to the Note Purchase Agreement, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Agent or any Lender for the

payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. Neither the Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Agent or any Lender upon the guarantee contained in this Section 2, or acceptance of the guarantee contained in this Section 2. The Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2. All dealings between the Borrower and any of the Guarantors, on the one hand, and the Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Note Purchase Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available

as a matter of law, of the Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Agent without set-off or counterclaim in United States dollars, if possible, at the office of the Agent, at 177 Broad Street, Stamford, Connecticut or as otherwise designated to the Guarantor from time to time.

2.8 Subordination of Guarantee. Notwithstanding any other provision of the guarantee contained in this Section 2, the guarantee set forth herein is subordinate and junior in right of payment to all Senior Indebtedness (as defined in the Notes) to the extent and as provided in Section 7 of the Notes.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Lenders, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Documents;
- (d) all Equipment;
- (e) all General Intangibles;

- (f) all Instruments;
- (g) all Intellectual Property;
- (h) all Inventory;
- (i) all Pledged Securities;
- (j) all Investment Property;
- (k) all books and records pertaining to the Collateral; and
- (l) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Purchaser to enter into the Note Purchase Agreement and to induce the Lenders to purchase the Notes, each Grantor hereby represents and warrants to the Agent and each Lender that:

4.1 Representations in Note Purchase Agreement. In the case of each Guarantor, the representations and warranties set forth in Article 5 of the Note Purchase Agreement as they relate to such Guarantor or to the Loan Documents to which such Guarantor is a party, each of which is hereby incorporated herein by reference, are true and correct, and the Agent and each Lender shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this Section 4.1, be deemed to be a reference to such Guarantor's knowledge.

4.2 Title; No Other Liens. Except for the security interest granted to the Agent for the benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Note Purchase Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Note Purchase Agreement.

4.3 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of the Agent, for the benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for (i) Liens permitted by the Note Purchase Agreement.

4.4 Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

4.5 Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5.

4.6 Pledged Securities. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor except that, if the Issuer is organized under the laws of any jurisdiction outside the United States, then the shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of such Issuer owned by such Grantor up to 65% of such shares of each class of Capital Stock of such Issuer.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Pledged Securities pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

4.7 Receivables. None of the obligors on any Receivables is a Governmental Authority.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been Fully Satisfied.

5.1 Covenants in Note Purchase Agreement. In the case of each Guarantor, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any of its Subsidiaries.

5.2 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory and Equipment against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Agent and (ii) insuring such Grantor, the Agent and the Lenders against liability for personal injury and property damage relating to such Inventory and Equipment, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Agent and the Lenders.

(b) As soon as practicable following the Closing Date, all such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Agent of written notice thereof, (ii) name the Agent as insured party or loss payee, (iii) if reasonably requested by the Agent, include a breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the Agent.

(c) The Borrower shall deliver to the Agent and the Lenders a report of a reputable insurance broker with respect to such insurance during the month of June in each calendar year and such supplemental reports with respect thereto as the Agent may from time to time reasonably request.

5.3 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest

therein. Notwithstanding anything to the contrary in the foregoing sentence, the Borrower shall not be in default under this Section 5.3 unless the aggregate amount of non-contested Indebtedness or obligations which the Borrower and its Subsidiaries have so failed to pay, discharge or satisfy before they become delinquent and which remain delinquent at the time of determination is more than \$50,000 in the aggregate.

5.4 Maintenance of Perfected Security Interest: Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.3 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Agent and the Lenders from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Agent and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby.

5.5 Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the Agent and delivery to the Agent of (a) all additional executed financing statements and other documents reasonably requested by the Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

- (i) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 5;
- (ii) change the location of its chief executive office or sole place of business from that referred to in Section 4.4; or
- (iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Agent in connection with this Agreement would become misleading.

5.6 Notices. Such Grantor will advise the Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Note Purchase Agreement) on any of the Collateral which would adversely affect the ability of the Agent to exercise any of its remedies hereunder, and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.7 Pledged Securities. (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Agent and the Lenders, hold the same in trust for the Agent and the Lenders and deliver the same forthwith to the Agent in the exact form received, duly indorsed by such Grantor to the Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Agent so requests, signature guaranteed, to be held by the Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Pledged Securities upon the liquidation or dissolution of any Issuer shall be paid over to the Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Securities or any property shall be distributed upon or with respect to the Pledged Securities pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Agent, be delivered to the Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Pledged Securities shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Agent hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other

equity securities of any nature of any Issuer, except to the extent such stock or other equity securities are pledged to the Lenders pursuant hereto, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Securities or Proceeds thereof (except pursuant to a transaction expressly permitted by the Note Purchase Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Pledged Securities or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Agent to sell, assign or transfer any of the Pledged Securities or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) with respect to the Pledged Securities issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Pledged Securities issued by it.

5.8 Receivables. (a) Other than in the ordinary course of business consistent with its past practice or with the prior written consent of the Agent, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

5.9 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Agent, for the benefit of

the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly infringes the intellectual property rights of any other Person.

(e) Such Grantor will notify the Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Agent may request to evidence the Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and

Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Agent after it learns thereof.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) The Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Agent may require in connection with such test verifications. At any time and from time to time, upon the Agent's reasonable request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others reasonably satisfactory to the Agent to furnish to the Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) The Agent hereby authorizes each Grantor to collect such Grantor's Receivables (or enter into arrangements with a third party for such collection), subject to the Agent's reasonable direction and control and the Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Agent if required, in a Collateral Account maintained under the sole dominion and control of the Agent, subject to withdrawal by the Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Agent's request, each Grantor shall deliver to the Agent all original and other documents evidencing, and relating to, the agreements and

transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable.

(a) The Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables to verify with them to the Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Agent for the benefit of the Lenders and that payments in respect thereof shall be made directly to the Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Agent or any Lender of any payment relating thereto, nor shall the Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Agent shall have given notice to the relevant Grantor of the Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Note Purchase Agreement, and to exercise all voting and corporate rights with respect to the Pledged Securities; provided, however, that no vote shall be cast or corporate right exercised or other action taken which, in the Agent's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Note Purchase Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in the order set forth in Section 6.5, and (ii) any or all of the Pledged Securities shall be registered in the name of the Agent or its nominee, and the Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Agent may determine), all without liability except to account for property actually received by it, but the Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Securities pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Agent.

6.4 Proceeds to be Turned Over To Agent. In addition to the rights of the Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Agent, if required). All Proceeds received by the Agent hereunder shall be held by the Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Agent in a Collateral Account (or by such Grantor in trust for the Agent and the Lenders) shall continue to be held as collateral security for all the

Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Agent's election, the Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account, and any proceeds of the guarantee set forth in Section 2, in payment of the Obligations in the following order:

First, to pay incurred and unpaid fees and expenses of the Agent under the Loan Documents:

Second, to the Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, pro rata among the Lenders according to the amounts of the Obligations then due and owing and remaining unpaid to the Lenders;

Third, to the Agent, for application by it towards prepayment of the Obligations, pro rata among the Lenders according to the amounts of the Obligations then held by the Lenders; and

Fourth, any balance of such Proceeds remaining after the obligations of the Loan Parties under the Loan Documents have been paid in full shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any

such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Agent's request, to assemble the Collateral and make it available to the Agent at places which the Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Agent may elect, and only after such application and after the payment by the Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Agent or any Lender arising out of the exercise by them of any rights hereunder except any such claims arising out of the Agent or any Lender's gross negligence or wilful misconduct. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) If the Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act or other similar law of any jurisdiction in which an Issuer is located, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the reasonable opinion of the Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act or other similar law of any jurisdiction in which an Issuer is located, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission or other similar law of any jurisdiction in which an Issuer is located, applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will in the case of

United States resident Issuers, satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Agent and the Lenders, that the Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Note Purchase Agreement.

6.8 Waiver: Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Agent or any Lender to collect such deficiency.

SECTION 7. THE AGENT

7.1 Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full

irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Agent or as the Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such

Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and do, at the Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Agent deems necessary to protect, preserve or realize upon the Collateral and the Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The reasonable expenses of the Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due payments of principal under the Notes from the date of payment by the Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released pursuant to Section 8.16(a) hereof.

7.2 Duty of Agent. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Agent deals with similar property for its own account. Neither the Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for

any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Agent and the Lenders hereunder are solely to protect the Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Agent or any Lender to exercise any such powers. The Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Agent reasonably determines appropriate to perfect the security interests of the Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Agent. Each Grantor acknowledges that the rights and responsibilities of the Agent under this Agreement with respect to any action taken by the Agent or the exercise or non-exercise by the Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Agent and the Lenders, be governed by such agreements with respect thereto as may exist from time to time among them, but, as between the Agent and the Grantors, the Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 11.6 of the Note Purchase Agreement.

8.2 Notices. All notices, requests and demands to or upon the Agent or any Grantor hereunder shall be effected in the manner provided for in Section 11.3 of the Subordinated Note and Stock Purchase Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the Agent for all its reasonable costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the reasonable fees and disbursements of counsel to each Lender and of counsel to the Agent.

(b) Each Guarantor agrees to pay, and to save the Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Article 7 of the Note Purchase Agreement.

(d) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Note Purchase Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Agent and the Lenders and their successors and assigns; provided that no Grantor may assign,

transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Agent.

8.6 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.7 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.8 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.9 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

8.10 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.11 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or

proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.12 Acknowledgments. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.13 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

8.14 Additional Grantors. Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 8.1(j) of the Note Purchase Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases. (a) At such time as the Obligations shall have been Fully Satisfied, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Agent shall deliver to such Grantor any Collateral held by the Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Note Purchase Agreement, then the Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Note Purchase Agreement; provided that the Borrower shall have delivered to the Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Note Purchase Agreement and the other Loan Documents.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

NITINOL MEDICAL TECHNOLOGIES, INC.

By:  _____


Name:

Title:


NMT NEUROSCIENCES (INTERNATIONAL),
INC.

By: 
Name: _____
Title:

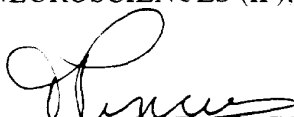
NMT INVESTMENTS CORP.

By: 
Name: _____
Title:

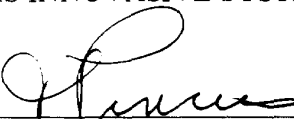
NMT NEUROSCIENCES (US), INC.

By: 
Name: _____
Title:

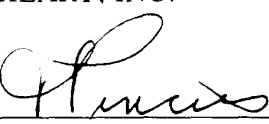
NMT NEUROSCIENCES (IP), INC.

By: 
Name:
Title:

CORDIS INNOVASIVE SYSTEMS, INC.

By: 
Name:
Title:

NMT HEART, INC.

By: 
Name:
Title:

SCHEDULE A
THE GRANTORS

Nitinol Medical Technologies, Inc.

NMT NeuroSciences (International), Inc.

NMT Investments Corp.

NMT NeuroSciences (US), Inc.

NMT NeuroSciences (IP), Inc.

Cordis Innovasive Systems, Inc.

NMT Heart, Inc.

ASSUMPTION AGREEMENT, dated as of _____, 199_,
made by _____, a _____ corporation (the "Additional Grantor"), in favor of J.H. Whitney & Co., as agent (in such capacity, the "Agent") for the Lenders, as defined in the Guarantee and Collateral Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Note Purchase Agreement.

W I T N E S S E T H:

WHEREAS, Nitinol Medical Technologies, Inc. (the "Borrower"), the Lenders and the Agent have entered into a Subordinated Note and Common Stock Purchase Agreement, dated as of July 8, 1998 (as amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement");

WHEREAS, in connection with the Subordinated Note and Common Stock Purchase Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of July 8, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Agent for the benefit of the Lenders;

WHEREAS, the Note Purchase Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex I-A hereto is hereby added to the information set forth in Schedules _____^{1/} to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

^{1/} Refer to each Schedule which needs to be supplemented.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____

Name:

Title:

NOTICE ADDRESSES OF GUARANTORS

For: Nitinol Medical Technologies, Inc.
NMT NeuroSciences (International), Inc.
NMT Investments Corp.
NMT NeuroSciences (IP), Inc.
NMT Heart Inc.
NMT NeuroSciences (US), Inc.
Cordis Innovative Systems, Inc.:

c/o Nitinol Medical Technologies, Inc.
27 Wormwood Street
Boston, MA 02210
Fax: 617-737-0924

DESCRIPTION OF PLEDGED SECURITIES

Pledged Stock:

Issuer	Class of Stock	Stock Certificate No.	No. of Shares
NMT NeuroSciences (US), Inc.	common stock, par value \$.01 per share	No. 1	100
NMT NeuroSciences (IP), Inc.	common stock, par value \$.01 per share	No. 1	100
NMT NeuroSciences (International), Inc.	common stock, par value \$.01 per share	No. 1	100
NMT Investments Corp.	common stock, par value \$.001 per share	No. 1	100
Cordis Innovative Systems, Inc.			
NMT Heart, Inc.	common stock, par value \$.01 per share	No. 1	100
Nitinol Medical Technologies FSC, Inc.	common shares	No. 2	650

Pledged Notes:

Issuer	Payee	Principal Amount	Rate	Approximate USD
Elekta Holding SA, France	NMT NeuroSciences (International), Inc.	FRF 66,838,000	0.1655	\$11,061,689
Elekta Holding SA, France	NMT NeuroSciences (International), Inc.	ESP 2,500,000	0.0066	\$ 16,500
Elekta Instruments SA, Spain	NMT NeuroSciences (International), Inc.	ESP 16,450,000	0.0066	\$ 108,570
Elekta Instruments Ltd., UK	NMT NeuroSciences (UK), Ltd.	GBP 350,912.64	1.672	\$ 586,726
Spembly Medical Ltd., UK	NMT NeuroSciences (UK), Ltd.	GBP 1,129,746.69	1.672	\$ 1,888,936
Spembly Cryosurgery Ltd., UK	NMT NeuroSciences (UK), Ltd.	GBP 350,000	1.672	\$ 585,200
Total				\$14,247,621

FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

1. Secretary of State of the Commonwealth of Massachusetts for each of:
 - Nitinol Medical Technologies, Inc.
 - NMT NeuroSciences (International), Inc.
 - NMT Investments Corp.
 - NMT NeuroSciences (US), Inc.
 - NMT NeuroSciences (IP), Inc.
 - NMT Heart Inc.
 - Cordis Innovative Systems, Inc.
2. City of Boston, Massachusetts for each of:
 - Nitinol Medical Technologies, Inc.
 - NMT NeuroSciences (International), Inc.
 - NMT Investments Corp.
 - NMT NeuroSciences (US), Inc.
 - NMT NeuroSciences (IP), Inc.
 - NMT Heart Inc.
 - Cordis Innovative Systems, Inc.
3. Secretary of State of the State of Minnesota for Nitinol Medical Technologies, Inc.
4. Clerk of Superior Court, DeKalb County (Georgia) for NMT NeuroSciences (US), Inc.
5. Secretary of State of the State of Florida for Cordis Innovative Systems, Inc.

Patent and Trademark Filings

United States Patent & Trademark Office

Actions with Respect to Pledged Stock

Delivery of certificates listed on Schedule 2 hereto

Actions with Respect to Pledged Notes

Delivery of Pledged Notes listed on Schedule 2 hereto,
made payable to J.H. Whitney & Co., Inc.

LOCATION OF JURISDICTION OF ORGANIZATION
AND CHIEF EXECUTIVE OFFICE

<u>Grantor</u>	<u>Jurisdiction of Organization/ Chief Executive Office</u>
Nitinol Medical Technologies, Inc.	Delaware corporation 27 Wormwood Street Boston, MA 02210
NMT NeuroSciences (International), Inc.	Delaware corporation 27 Wormwood Street Boston, MA 02210
NMT Investments Corp.	Massachusetts corporation 27 Wormwood Street Boston, MA 02210
NMT NeuroSciences (US), Inc.	Delaware corporation 8 Executive Park West Atlanta, GA 30329
NMT NeuroSciences (IP), Inc.	Delaware corporation 27 Wormwood Street Boston, MA 02210
NMT Heart Inc.	Delaware corporation 27 Wormwood Street Boston, MA 02210
Cordis Innovative Systems, Inc.	Florida corporation 14201 N.W. 60th Street Miami Lakes, FL 33014

LOCATION OF INVENTORY AND EQUIPMENT

<u>Grantor</u>	<u>Location</u>
Nitinol Medical Technologies, Inc. ¹	27 Wormwood Street Boston, MA 02210
	Lake Region Manufacturing 340 Lake Hazeltine Drive Chaska, MN 55318
NMT NeuroSciences (International), Inc.	None
NMT Investment Corp.	None
NMT NeuroSciences (US), Inc. ¹	8 Executive Park West Atlanta, GA 30329
NMT NeuroSciences (IP), Inc.	None
NMT Heart Inc.	None
Cordis Innovasive Systems, Inc.	None

¹ In addition, small amounts of inventory are maintained at other unspecified locations of selected customers, sales offices and field personnel.

COPYRIGHTS AND COPYRIGHT LICENSES

None

PATENTS AND PATENT LICENSES

See Attached

TRADEMARKS AND TRADEMARK LICENSES

See Attached

SCHEDULE OF ASSETS

All assets and property, tangible and intangible, wherever located, used by Seller and/or its Affiliates (including without limitation the Companies) in the conduct of the Business, including, without limitation, the following significant Assets:

- (1) The real estate, buildings and equipment which comprise the Biot Facility;
- (2) The books, records, technical manuals, customer lists and other documents and tangible embodiments of information necessary to the conduct of the Business;
- (3) The inventory of raw materials, parts and finished and in-process Products;
- (4) All Company Intellectual Property, including without limitation the patents and patent applications described on the attached lists with the indication "TITLE TO BE ASSIGNED" subject, in the case of those patents with the indication "TO BE LICENSED BACK TO ELEKTA", to a royalty-free, non-exclusive license in favor of Seller and its Affiliates and Johnson & Johnson and its Affiliates to make, have made, use and sell, and to sublicense customers to use, inventions covered by the claims of the U.S. patents (and their foreign equivalents) for products other than neuroscience products;
- (5) Seller's rights to the patents described on the attached lists with the indication "LICENSED PATENTS WITH ROYALTY BEARING AGREEMENTS and CIS's rights to the patents described on the attached lists with the indication "CORDIS INNOVASIVE SYSTEMS, INC. PATENTS";
- (6) The trademarks listed on the attached List of Trademarks, provided that, (a) the right to use the trademark and name CORDIS (whether alone or with other trademarks or names) shall be limited to (i) use in the promotion and labeling of Products, and (ii) a period ending on October 11, 1998; (b) the right to use the trademark and name HAKIM shall be limited to (i) use until December 18, 2007 in connection with the promotion and labeling of the Products which bear the trademark on the Closing Date, and (ii) subject to (a) above, use in conjunction with a name or trademark (other than CORDIS) in the manner used on the Closing Date; and (c) the right to use each of the trademarks and names ELEKTA and LEKSELL (whether alone or with other trademarks or names) shall be limited to (i) use in the promotion and labeling of Products which bear the corresponding trademark or name on the Closing Date, and (ii) a period ending six (6) months after the Closing Date; the trademarks which contain the name CORDIS or the names ELEKTA or LEKSELL will be licensed to Buyer with the above restrictions, and the other trademarks will be assigned to Buyer;
- (7) Seller's rights under agreements assumed by Buyer.
- (8) All outstanding shares of capital stock in the Acquired Companies, as well as the corporate minute book and all corporate records of the Acquired Companies.
- (9) A perpetual, non-exclusive, royalty-free license (with no right to sublicense other than to an Affiliate of Buyer) to use the computer software used in the Business which is

known as MIPOS/DCS, in object code form only, it being understood that Seller is not obligated to provide maintenance services for such software.

(10) The licenses referred to in paragraphs (4) and (6) above shall be memorialized in separate license agreements to be executed by Seller and Buyer at Closing.

TITLE TO BE ASSIGNED

PATENTS AND PATENT APPLICATIONS

1. Fluid heating apparatus for medical use - has controllable infra-red light source emitting radiation to fluid which temperature is monitored by sensor- patent no. GB2312736A. Registered holder - Spembly.
2. Liquid cryogen supply apparatus - has cryogen tank with valveless outlet and inlet supplied with gas at controlled pressure that manages cryogen outflow patent no. WO9630816A. Registered holder - Spembly.
3. Connection apparatus to link instrument to supply source - has two connectors fitted with complementary bayonet locking formations with sleeve on non-sterile side and sleeve displacement formation on sterile side for locking - patent no. GB2289510A. Registered holder - Spembly.
4. Cryosurgical instrument - comprising a metal cooling tip cooled by a flow of cryogenic fluid within the tip and coated in heat-insulated coating - patent no. GB2289414A. Registered holder - Spembly.
5. Cryosurgical instrument for surgical use where living tissues have been destroyed - has cooling tip operable to be cooled to flow having exhaust conduit carrying fluid to atmospheric air vent with purging flow of cool gas supplied from vessel - patent no. GB2289413A. Registered holder - Spembly.
6. Cryosurgical instrument for surgical operative where living tissues have been destroyed - has cooling tip cooled by flow of fluid from transfer chamber having outlet communicating with having air vent having by pass valve - patent no. GB2289412A. Registered holder - Spembly.
7. Cryosurgical probe for cardiac surgery - comprises probe head cooled by expansion of refrigerant gas, handle with gas precooler and flexible catheter linking handle and head - patent no. GB2283678A. Registered holder - Spembly.
8. Ultrasonic surgical instrument - has unitary construction operating tip being of length of at least one quarter wave length of ultrasonic vibrations generated by transducer - patent no. GB2273445A. Registered holder - Spembly. (Lapsed)
9. Cryosurgical probe with cooling element tip - has channel for introducing heat-conducting liquid into cavity, and cooling element with associated thermo couple sensor at tip of probe - patent nos. GB2269107A, EP584930B, GB2269107B and US5403309A. Registered holder - Spembly.(Lapsed)
10. Ultrasonic surgical aspirator with vacuum control - comprises vacuum source, handpiece, handpiece comprising aspiration tip with aperture for communicating with vacuum source - patent no. GB2267828A. Registered holder - Spembly.

11. Coupling assembly for cryogen supply line - has respective rubber O-rings located externally of male and female coupling members, secured together with screw threaded portions - patent no. WO9308870A. Registered holder - Cryogenic Technology Limited (beneficial interest assigned to SCL).
12. Cryosurgical equipment thawing method - involves circulating heated inert gas through equipment circuit via heat exchanger - patent nos. WO9308752A and US5632743A. Registered holder - Cryogenic Technology Limited (beneficial interest assigned to SCL).
13. Cryosurgical probe assembly - has exhaust and cryogen supply passages leading to tip, insulated by air filled or partially evacuated jacket - patent no. WO9308751A. Registered holder - Cryogenic Technology Limited (beneficial interest assigned to SCL).
14. Rapid purge cryosurgical probe - has valve allowing purging gas to pass through supply passages without going through Joule-Thomson nozzle - patent nos. WO9006726A, GB2246710B and US5224943A. Registered holder - Spembly.
15. Cryosurgical probe for percutaneous use in surgery - has steerable catheter connected between probe head and handle for guiding probe with safety and precision along arteries - patent nos. GB2226497A, GB2226497B, US5078713A. Registered holder - Spembly.
16. Pressure monitor - has disc with coded tracks divided into transparent and opaque portions, and rotated to intercept beam of light going to photosensor - patent no. GB2153172A. Registered holder - Spembly.
17. Stainless steel cryosurgical probe - has hollow tip with exhaust passage extending into problem body for removing cooled, expanded gas - patent no. GB2094636A. Registered holder - Spembly.
18. Cryogenic surgical probe for stimulating nerves - has closed end forming point and contg. or forming exposed electrode - patent no. DE2732486A. Registered holder - Spembly.
19. Curved ultrasonic knife for brain or spinal surgery - consists of transducer unit with curved resonance rod located between piezoelectric unit and horn - patent nos. EP305627A, EP305627B and US4974581A. Registered holder - Swedemed.
20. Surgical equipment for removing tissue - has frequency generator driving transducer unit causing tip portion of ultrasonic knife to oscillate - patent no. EP282684A, EP282684B and US4886060A. Registered holders - EIL.
21. Ultrasonic aspirator with tip functioning as knife - has amplitude transformer providing separated maximum longitudinal mode oscillation resonant frequency - patent no. EP229003A, EP229003B and US5062827A. Registered holder - EIL.
22. Surgical heating apparatus for preventing unwanted freezing of tissue adjacent to site of cryogenic surgery - has bag for location adjacent to tissue which provides for entry of liquid at required temperature and circulation of liquid through outer wall of bag - patent no. PCT/GB95/00974 (USA and Japan designated on PCT application). Registered holder - Cryogenic Technology Limited (beneficial interest assigned to SCL).

23. (Not used).
24. Visualization surgical cart design - patent no. 355,257. Registered holder - CIS.
25. Optical shunt cutter system - patent applications:- United States 08/215,130 (registered holder - CIS), Germany 19509606.1 and Japan 61133/95. Registered holder - Nobles - Lai (beneficial interest assigned to CIS).
26. Adjustable arm for instrument holder - provisional (ABN) 60/005,473, application 08/731,502, application PCT US96/16765. Registered holder - Nobles - Lai (beneficial interest assigned to CIS).
27. Control module for controlling a neuroendoscopic visualization system having a plurality of video input sources and method thereof - patent application 08/712,933. Registered holder - CIS.
28. Punch catheter - provisional no. 60/030,929. Registered holder - CIS.
29. Interchangeable handle and surgical tools for endoscopic use - provisional patent application [dated April 14, 1997] [no.]. Registered holder - CIS.
30. Variable length shunt placement introducer - provisional patent application 60/036,208. Registered holder - CIS.
31. Neuroendoscopic training model - provisional patent application dated February 24, 1997 [no.]. Registered holder - CIS.
32. Malleable cannula bender - provisional patent application [dated April 11, 1997] [no.]. Registered holder - CIS.

Assignments of the patents numbered 24 to 32 above by Nobles-Lai Engineering, Inc. to CIS have not been completed, hence Nobles-Lai Engineering, Inc. remains the registered owner. The patents numbered 24 to 32 above are also subject to non-exclusive, non-sublicensable, worldwide, royalty-free license granted by CIS in favor of Nobles-Lai Engineering, Inc.

33. Intracranial pressure monitoring catheter (assigned with a royalty-bearing agreement).

U.S. patent no. 4,114,603 dated September 19, 1978
 Canada - patent no. 1,068,514 dated December 15, 1979
 France - patent no. 7724065 dated August 4, 1977
 Great Britain - patent no. 1547064 dated August 5, 1977 (expired)
 Japan - patent no. 1424424 dated August 4, 1977
 Netherlands - patent no. 182197 dated July 5, 1977
 Sweden - patent no. 429297 dated August 3, 1977
 Switzerland - patent no. 615819 dated August 4, 1977

34. Intercranial pressure regulator valve.

US - patent no. 4,769,002 dated September 6, 1988.
Canada - patent no. 1,248,425 dated January 10, 1989
France - patent no. 117050 dated January 13, 1984
Great Britain - patent no. 117050 dated January 13, 1984
Germany - patent no. P3483539.3 dated January 13, 1984
Italy - patent no. 117050 dated January 13, 1984
Japan - patent no. 1792101 dated February 7, 1984
Netherlands - patent no. 117050 dated January 13, 1984

35. Three stage valve (assigned with a royalty-bearing agreement).

US patent no. 4,776,838 dated October 11, 1988.
Canada - patent no. 1236749 dated May 17, 1988
France - patent no. 156974 dated December 7, 1984
Great Britain - patent no. 156974 dated December 7, 1984
Germany - patent no. P3479565.0 dated December 7, 1984
Italy - patent no. 156974 dated December 7, 1984
Japan - patent no. 1808729 dated December 8, 1983
Netherlands - patent no. 156974 dated December 7, 1984

36. Three stage intercranial pressure relief valve having single-piece valve stem (assigned with a royalty-bearing agreement).

US - patent no. 4,627,832 dated December 9, 1986.
France - patent no. 163897 dated April 22, 1985
Great Britain - patent no. 163897 dated April 22, 1985
Germany - patent no. P3563683.1 dated April 22, 1985
Italy - patent no. 163897 dated April 22, 1985
Netherlands - patent no. 163897 dated April 22, 1985

37. Three stage intercranial pressure control valve.

U.S. - patent no. 4,714,459 dated December 22, 1987.
France - patent no. 233324 dated November 4, 1986
Great Britain - patent no. 233324 dated November 4, 1986
Germany - patent no. P3679541.0 dated November 4, 1986
Italy - patent no. 233324 dated November 4, 1986
Netherlands - patent no. 233324 dated November 4, 1986

38. Three stage implantable pressure relief valve with adjustable valve stem members.

U.S. - patent no. 4,729,762 dated March 8, 1988
France - patent no. 233325 dated November 4, 1986
Great Britain - patent no. 233325 dated November 4, 1986
Germany - patent no. P3666350.6 dated November 4, 1986
Italy - patent no. 233325 dated November 4, 1986
Netherlands - patent no. 233325 dated November 4, 1986

39. Hydrocephalus valve.

U.S. - patent no. 5,069,663 dated December 3, 1991
Japan - patent application no. 261221/89 filed October 5, 1989

40. Reservoir membrane implantable under the skin of a patient.

French patent application no. 8903998 filed March 28, 1989
U.S. patent no. 5,102,389 dated April 7, 1992
European patent no. 399,857 - validated in Germany, Italy, Spain and France
Japan patent application no. 277167 filed March 28, 1990
41. Three stage implantable drainage valve for treatment of hydrocephalus.

French patent application no. 9115778 filed December 19, 1991
U.S. patent no. 5,336,166 dated August 9, 1994
European patent application no. 93400817.8 filed March 30, 1993
42. Implantable drainage valve for the treatment of hydrocephalus.

French patent application no. 9200671 filed January 22, 1992
U.S. patent no. 5,368,556 dated November 29, 1994
European patent application no. 93400818.6 filed March 30, 1993
43. Implantable valve for the treatment of hydrocephaly.

French patent application no. 9210972 filed September 1992
U.S. patent no. 5,437,627 dated August 1, 1995
European patent application no. 93401464.8 filed June 9, 1993
44. Dilatation balloon catheter for endoscopy.

French patent application no. 9409890 (assigned with a royalty-bearing agreement in favor of Christian Sainte Rose) filed August 10, 1994
U.S. patent no. 5718712.
45. Implantable drainage valve for treatment of hydrocephalus - French patent application no. 9306356 filed June 27, 1993 (Docket 91087).
46. Pressure and anti-gravity regulating valve - French patent application no. 9603721 filed March 26, 1996 (Docket 95103).
47. OSV2 - French Patent application no. 9603726 filed March 26, 1996.
48. Implantable hand-operable dispensers for fluid medicaments

U.S. patent no. 4,668,231 dated May 26, 1987.
Dutch patent application no. 8400489 filed February 15, 1984
Canada - patent no. 1243913 dated November 1, 1988
France - patent no. 143503 dated November 23, 1984
Great Britain - patent no. 143503 dated November 23, 1984

Germany - patent no. P3476521.2 dated November 23, 1984
Italy - patent no. 143503 dated November 23, 1984
Japan - patent no. 1830123 dated November 24, 1984
Netherlands - patent no. 143503 dated November 23, 1984

49. Pompe multidose. This patent was purchased from Applied Precision Limited and assignment has not been recorded in the U.S. Patent and Trademark Office.

French patent no. 2582222 dated May 21, 1985
U.S. patent- no. 4,718,894 dated January 12, 1988
Canada - patent no. 1262851 dated November 14, 1989
EPO - patent no. 202696 dated November 26, 1986
Germany - patent no. P3664259 dated July 12, 1989

50. Manufacture of tubing assembly for drainage catheter - patent no. 4,601,724. Subject to licence in favor of Cordis Corporation.

51. Intracranial ventricular catheter assembly - patent no. 4,723,556. Subject to licence in favor of Johnson & Johnson and its Affiliates.

52. External drainage antisiphon device - patent no. 4,731,056. Subject to licence in favor of Johnson & Johnson and its Affiliates.

53. Porous ventricular catheter - patent no. 4,767,400. Subject to licence in favor of Johnson & Johnson and its Affiliates.

54. Cyst puncture catheter assembly - patent no. 5,409,462. Subject to licence in favor of Johnson & Johnson and its Affiliates.

55. Catheter introducer (subject to licence in favor of Johnson & Johnson and its Affiliates).

French patent application no. 8714852 filed October 27, 1987
U.S. patent no. 4,946,443.

56. [Device for a carriage for pallet handling] - patent no. 9616267 dated December 31, 1996.

57. Mechanical arm for a neuroendoscopy device - patent no. 9704060 dated April 3, 1997.

58. Catheter for neurosurgery - patent no. 9704061 dated April 3, 1997.

59. Implantable microinfusion pump system - patent no. 4487603 dated December 11, 1984.

60. Non-invasively adjustable valve - patent no. 4540400 dated September 10, 1985.

61. Implantable manually actuated medication dispensing system - patent no. 4548607 dated October 22, 1985.

62. Cerebrospinal fluid shunt valve - patent no. 4551128 dated November 5, 1985.

64. Fill port for an implantable dispensing system dated December 10, 1985.
65. Self-calibrating differential condition sensor - patent no. 4576035 dated March 18, 1986.
66. Ventricular right angle connector and system - patent no. 4578057 dated March 25, 1986.
67. Telescoping catheter shunt system - patent no. 4583967 dated April 22, 1986.
68. Portable instrument to test pressure/flow of ventricular shunt valves - patent no. 4598579 dated July 8, 1986.
69. Ventricular amniotic shunt and introducer system - patent no. 4631051 dated December 23, 1986.
70. Differential thermal expansion driven pump - patent no. 4636149 dated January 13, 1987.
71. Three stage pressure regulator valve - patent no. 4675003 dated June 23, 1987.
72. Adjustable implantable valve having non-invasive position indicator dated June 30, 1987.
73. Plural valve three stage pressure relief system - patent no. 4681559 dated July 21, 1987.
74. Implantable servo valve having integral pressure sensor - patent no. 4705499 dated October 11, 1987.
75. Three stage valve with flexible valve seat - patent no. 4714458 dated 22 December, 1987.
76. Infusion pump - patent no. 4744786 dated May 17, 1988.
77. Three stage implantable pressure relief valve with improved valve stem member - patent no. 4776839 dated October 11, 1988.
78. Three stage implantable flow control valve with improved valve closure member - patent no. 4781672 dated November 1, 1988.
79. Adjustable implantable valve having non-invasive position indication - patent no. 4,676,772 dated June 30, 1987.

The patents and patent applications numbered 33 to 79 above were acquired from Johnson & Johnson or its Affiliates as part of the acquisition of the Cordis Neuroscience business dated April 11, 1997. The United States and Canadian patents and patent applications are registered in the name of the Seller. Assignments of the other patents and patent applications numbered 33 to 79 above to the Seller have not been completed hence Johnson & Johnson or its Affiliates remain the registered holder.

LICENSED PATENTS WITH ROYALTY BEARING AGREEMENTS

1. COCHRAN - Infusion pump
U.S. patent no. 4,561,856 dated December 31, 1985
2. HAKIM - Servo valve
U.S. patent no. 4,106,510 dated August 15, 1978 (expired)
Canada - patent no. 1080080 dated June 24, 1980
France - patent no. 7755554 dated November 25, 1977(expired)
Great Britain - patent no. 1554100 dated November 24, 1977
Japan - patent no. 1417682 dated November 22, 1977
3. Method and apparatus for the treatment of ascites
U.S. patent no. 4,261,341 dated April 14, 1981
Canada - patent no. 1152408 dated August 23, 1983
France - patent no. 8012654 dated June 6, 1980
Germany- patent no. P3020991.7 dated June 3, 1980
Japan - patent no. 1477965 dated June 6, 1980
4. Agreement to transfer a patent licence agreement dated January 1, 1990 between (1) Cordis S.A. and (2) Cordis Europa N.V. concerning an implantable drainage device for the treatment of hydrocephalus.
5. Patent licence agreement dated December 5, 1994 between (1) Cordis S.A. and (2) Christian Sainte Rose concerning a dilatation balloon catheter for endoscopy. French patent application no. 9409890 dated August 10, 1994 in the name of Cordis S.A. (beneficially assigned to EISA).
6. Patent licence agreement dated December 5, 1994 between (1) Cordis S.A. and (2) Christian Sainte Rose concerning a subdural drainage catheter.
7. Patent licence agreement dated December 5, 1994 between (1) Cordis S.A. and (2) Christian Sainte Rose concerning an integral drainage device.
8. License and technology agreement dated May 10, 1994 between (1) Kevin Maughan, (2) Ferenc Schmidt, (3) Florida Hospital Supply, Inc. and (4) EII concerning titanium aneurysm clips. US patent no. 5,053,045 and US patent application no. PCT/US 93/10054 in the name of Ferenc Schmidt
9. Licence agreement between (1) Robert F. Spetzler and (2) EII concerning powered surgical instrument / powered clip applicator. Patent application no.07/882,945 in the name of Robert Spetzler.

CORDIS INNOVASIVE SYSTEMS, INC. PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent/Application</u>	<u>Date</u>
Improved visualization trocar*	United States	08/376,759	January 20, 1995
Visualization surgical cart	United States	D355,257	February 7, 1995
Optical shunt cutter system	Germany	19509606.1	March 16, 1995
Optical shunt cutter system	Japan	61133/95	March 20, 1995
Optical shunt cutter system	United States	08/215,130	March 18, 1994
Adjustable arm for instrument holder	United States	60/005,473	October 16, 1995
Suturing device and method	United States	60/002,769	August 24, 1995
Trocar for endoscopic surgery*	Canada	2,151,926	November 12, 1993
Trocar for endoscopic surgery*	EPO	94902247.9	November 12, 1993
Trocar for endoscopic surgery*	United States	US93/11024	November 12, 1993
Trocar for endoscopic surgery*	United States	5,385,572	January 31, 1995
Method and apparatus for replacing a cannula*	Germany	P4418263.5	May 25, 1994
Method and apparatus for replacing a cannula*	Japan	112963/94	May 26, 1994
Method and apparatus for replacing a cannula*	United States	5,437,644	August 1, 1995

* Assigned to Ethicon Endo-Surgery, Inc. with licence to Cordis Innovative Systems, Inc.

TRADEMARKS

	<u>Trademark</u>	<u>Country</u>	<u>Regn/Appln</u>
1.	ATLAS	Benelux International Registration Denmark Finland Ireland United Kingdom	453,921 537,063 06 986-1990 112,866 130,929 1,559,120
2.	HAWKVISION	Benelux International Registration United Kingdom	564,550 640,757 2,029,274
3.	LIGHTOUCH	Benelux International Registration United Kingdom	559,395 634,240 2,013,166
4.	OMNISHUNT	United States Benelux	1,602,100 476,926
5.	ORBIS-SIGMA	United States Benelux International Registration Canada Denmark Finland Ireland Japan Norway Sweden United Kingdom	1,612,836 446,700 531,693 395,796 08 398-1991 109,287 128,481 2,571,829 140,936 222,897 1,355,753
6.	SECOR	United States Benelux International Registration Denmark United Kingdom Norway Sweden	1,416,512 402,972 492,374 0010/86 B123,0202 127,864 199,767
7.	CORDIS MINIPORT	Benelux International Registration Denmark Finland Norway Sweden United Kingdom	460,991 543,819 7370-1990 129,956 144,286 230,494 1,389,454

8.	CORDIS MPAP	United States	1,625,836
		Benelux	461,100
		International Registration	543,821
		Denmark	7371-1990
		Finland	129,955
		Norway	144,187
		Sweden	230,492
		United Kingdom	1,389,453
9.	CORDIS MULTIPURPOSE ACCESS PORT	Benelux	460,992
		International Registration	543,820
		Denmark	7372-1990
		Finland	129,954
		Norway	144,188
		Sweden	230,493
		United Kingdom	1,389,455
10.	CORDIS-SECOR	Japan	2,252,933
11.	CORDIS-SECOR (Katakana Characters)	Japan	2,252,934

Trade marks and trade mark applications numbered 1 to 11 were acquired from Johnson & Johnson as part of the acquisition of the Cordis Neuroscience business dated April 11, 1997. Numbers 1 to 11 are registered in the name of Cordis Europa N.V. save that the US trade marks set out in numbers 4 to 6 and 8 are registered in the name of Seller and the Canadian trade mark set out in number 5 is registered in the name of Cordis Corporation. Cordis Europa N.V. and Cordis Corporation are Affiliates of Johnson & Jonson. The beneficial interest in such trade marks have been transferred to the Companies.

12.	CRYOTECH	United Kingdom	1560476
		United States	74/555391
13.	CRYOTECH logo (x2)	United Kingdom	1560323 1565601
		United States	74/555392(suspended)
14.	HCS2000 (series of 3)	United Kingdom	1577747 (abandoned)
15.	LCS2000 (series of 3)	United Kingdom	1563254 (abandoned)
		United States	74/564754 (abandoned)

Trade marks and trade mark applications numbered 12 to 15 are registered in the name of Cryogenic Technology Limited while the beneficial interest has been transferred to SCL pursuant to an asset purchase agreement between (1) Cryogenic Technology Limited, (2) SCL and (3) Spembly dated 30 August, 1995.

16.	SONOCUT	Sweden	209645
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17.	SWEDEMED	Sweden	-
18.	SELECTOR	Japan	4040537
		United Kingdom	1367059
		United States	1629037
19.	AMOILS	United Kingdom	1138472
20.	CRYONEEDLE	United Kingdom	1559062
21.	ENDOCRYO	United Kingdom	1559059
		United States	74/515948
	(published for		opposition - fifth
			extension granted
			(October 14, 1997)).
22.	NEUROSTAT	United Kingdom	B1074084
23.	PULSAR	United Kingdom	B1259448

Trade marks and trade mark applications numbered 16 to 23 are registered in the name of Spemby.

LICENSED TRADEMARKS

HAKIM

PATENTS AND TRADEMARKS

<u>Type</u>	<u>Country</u>	<u>Ser.No./Reg.No.</u>	<u>Title</u>	<u>Owner</u>	<u>Issue Date</u>	<u>Exp.Date/ Renewal</u>	<u>Class (TM)</u>
Patent	PCT	PCT/US93/11441	A Stent	Nitinol	(Pending)	(Pending)	
Patent	USA	5,485,667	Method for Attaching a Marker to a Medical Instrument	Nitinol	1/23/96	3/3/14	
Patent	USA	5,540,712	Stent and Method and Apparatus for Forming and Delivering the Same	Nitinol	7/30/96	5/1/12	
Patent	USA	5,354,308	Metal Wire Stent	Nitinol	10/11/94	5/1/12	
Patent	PCT	PCT/US95/03931	A Stent and Method and Apparatus for Forming and Delivering the Same	Nitinol	(Pending)	(Pending)	
Patent	USA	5,395,390	Metal Wire Stent	Nitinol	3/7/95	12/6/13	
Patent	USA	5,776,162	Vessel Implantable Shape Memory Appliance With Superelastic Joint	Nitinol	7/7/98	1/3/17	
Patent	USA	5,741,297	Daisy Occluder and Method for Septal Defect Repair	Nitinol	4/21/98	8/28/16	
Patent	USA	5,669,933	Removable Emobolus Blood Clot Filter	Nitinol	9/23/97	7/17/16	

PATENTS AND TRADEMARKS

<u>Type</u>	<u>Country</u>	<u>Ser.No./Reg.No</u>	<u>Title</u>	<u>Owner</u>	<u>Issue Date</u>	<u>Exp.Date/ Renewal</u>	<u>Class (TM)</u>
Patent	USA	5,746,765	Stent and Method and Apparatus for Forming and Delivering the Same	Nitinol	5/5/98	5/17/16	
Patent	Japan	7515019	A Stent	Nitinol	(Pending)	(Pending)	
Patent	EPC	94902389 9	A Stent	Nitinol	(Pending)	(Pending)	
Patent	USA	5,775,778	Anastomosis Device	Nitinol	5/26/98	10/16/98	
Patent	Canada	2191307	Stent and Method and Apparatus for Forming and Delivering the Same	Nitinol	(Pending)	(Pending)	
Patent	Japan	08-500828	Stent and Method and Apparatus for Forming and Delivering the Same	Nitinol	(Pending)	(Pending)	
Patent	EPC	9515454.3	A Stent and Method of Use	Nitinol	(Pending)	(Pending)	
Patent	PCT	PCT/US97/11732	Removable Embolus Blood Clot Filter	Nitinol	(Pending)	(Pending)	
Patent	USA	08/896/964	Removable Embolus Blood Clot Filter	Nitinol	(Pending)	(Pending)	
Patent	USA	08/912,842	Stent and Method and Apparatus for Forming and Delivering the Same	Nitinol	(Pending)	(Pending)	

PATENTS AND TRADEMARKS

<u>Type</u>	<u>Country</u>	<u>Ser.No./Reg.No.</u>	<u>Title</u>	<u>Owner</u>	<u>Issue Date</u>	<u>Exp.Date/ Renewal</u>	<u>Class (TM)</u>
Patent	PCT	PCT/US97/14822	Daisy Occluder and Method and Apparatus for Forming and Delivering the Same	Nitinol	(Pending)	(Pending)	
Patent	PCT	PCT/US97/17927	Anastomosis Device	Nitinol	(Pending)	(Pending)	
Patent	USA	08/984,193	Anastomosis Device	Nitinol	(Pending)	(Pending)	
Trademark	USA	74/677,806	SNF	Nitinol	(Pending)	(Pending)	10
Trademark	USA	1,556,677	SIMON NITINOL FILTER	Nitinol	9/19/89	9/19/09	10
Trademark	USA	2,016,548	SNF/SL	Nitinol	11/12/96	11/12/06	10
Trademark	USA	2,133,272	Cardioseal	Nitinol	1/27/98	1/27/08	10
Trademark	CTM	420794	Cardioseal	Nitinol	(Pending)	(Pending)	10
Trademark	USA	75/205,401	Elegant Solutions	Nitinol	(Pending)	(Pending)	10

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TRADEMARK
REEL: 1768 FRAME: 0517