



100927043

original documents or copy thereof.

1. Name of conveying party(ies):
Star Medical Technologies, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporate-State California
 Other _____

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

2. Name and address of receiving party(ies):
Name: Fleet National Bank
Internal Address: _____
Street Address: One Federal Street
City: Boston State MA ZIP 02110

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
 (Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 16, 1998

4. Application number(s) or patent number(s):
A. Trademark Application No(s)
1.) 75-181,035

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
1.) 2,078,051

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jonathan R. Harris, Esq.
Internal Address: Edwards & Angell, LLP
Street Address: 101 Federal Street
City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 2

7. Total fee (37 CFR 3.41)..... \$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:182 25.00 DP

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.

Judy Radoccia
Name of Person Signing Signature Date December 14, 1998

Total number of pages including cover sheet, attachments, and document 5

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, STAR MEDICAL TECHNOLOGIES, INC., a California corporation, with a principal place of business at 1249 Quarry Lane, Pleasanton, CA 94566 (the "Company") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated November 16, 1998 (the "Security Agreement") and are also parties to a related Guaranty Agreement (the "Guaranty Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Guaranty Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks).

The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

STAR MEDICAL TECHNOLOGIES, INC.

FLEET NATIONAL BANK

By: Joseph P. Caruso
Name: JOSEPH P. CARUSO
Title: VP FINANCE

By: [Signature]
Its [Signature]

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF MIDDLESEX) ss.

Then personally appeared before me the above-named JOSEPH P. CARUSO, the VP OF FINANCE of Star Medical Technologies, Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 16th day of November, 1998.

Marianne Barrett
Notary Public
My commission expires: 11-19-2004

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
OPTIPULSE	2,078,051/July 8, 1997	Medical lasers

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
STARLIGHT	75-181,035/Oct. 15, 1996	Lasers and accessories thereof for dermatological use