

08-20-1999

RECOI



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101121994

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

1. Name of conveying party(ies):
Dexterity Surgical, Inc.

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

8-18-99

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

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

Name: Fremont Financial Corporation

Street Address: 1000 Abernathy Road, N.E., Building
400, Suite 1500

City: Atlanta State: Georgia Zip: 30328

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Other Security Agreement of a license between owners of trademarks and Dexterity Surgical, Inc.

Execution Date: April 6, 1999

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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): see below
 If this document is being filed together with a new application, the execution date of the application is: n/a

A. Trademark Application No.(s):

B. Trademark Registration No.(s) 2,055,934; 2,067,599

Additional numbers attached? Yes No

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

Name: David H. Tannenbaum

Internal Address: Fulbright & Jaworski L.L.P.

Street Address: 2200 Ross Avenue, Suite 2800

City: Dallas

State: Texas Zip: 75201

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)

08/20/1999 MTHAI1 00000121 2055934

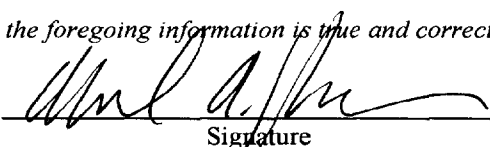
DO NOT USE THIS SPACE

65E

01 FC:481 40.00 OP
02 FC:482 25.00 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.

Michael A. Papalas
 Name of Person Signing



Signature

16 August 1999
Date

Total number of pages including cover sheet, attachments, and document: **15**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement"), dated as of April 6, 1999, is entered into between **DEXTERITY SURGICAL, INC.**, a Delaware corporation ("Borrower") and **FREMONT FINANCIAL CORPORATION**, a California corporation ("Fremont"), in light of the following:

A. Borrower is, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, and each as amended from time to time, the "Loan Documents") between Borrower and Fremont;

B. Borrower is the owner of certain intellectual property, identified below, in which Borrower is granting a security interest to Fremont.

NOW, THEREFORE, in consideration of the mutual premises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the Georgia Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, servicemarks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents, applications for patents and unpatented inventions or any part thereof and all amendments, supplements, substitutions and renewals thereof which are presently, or in the future may be owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all patent

rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing);

(iv) All of Borrower's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Borrower's right, title, and interest, in and to the patents and applications for patents listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Borrower's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Borrower's right, title, and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Fremont for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(viii) All of Borrower's right, title, and interest in all patentable inventions and rights to file applications for patent under federal patent law or regulation of any foreign country and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Borrower or in the name of Fremont for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Borrower's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Borrower or in the name of Fremont for past,

present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All license agreements with respect to any patents, trademarks, servicemarks or any other tradenames or tradestyles, copyrights, or any registration or application for registration of any of the foregoing, between Borrower and any other party, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D, attached hereto, as the same may be updated hereafter from time to time (all of the foregoing license agreements and Borrower's rights thereunder are hereinafter referred to collectively as the "Licenses");

(xii) The goodwill of Borrower's business connected with and symbolized by its trademarks; and

(xiii) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Obligations" means all "Obligations" as defined in the Loan Agreement, including all obligations, liabilities, and indebtedness of Borrower to Fremont, whether direct, indirect, liquidated, or contingent, that arise under this Agreement, including all costs and expenses described in Section 13.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable.

2. GRANT OF SECURITY INTEREST.

Borrower hereby grants to Fremont a first-priority security interest in all of Borrower's right, title, and interest in and to the Collateral to secure the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Borrower hereby represents, warrants, and covenants that:

3.1 Trademarks; Servicemarks; Patents; Copyrights.

(i) A true and complete schedule setting forth all United States (federal and state) and foreign trademark and servicemark registrations owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A and Schedule D:

(ii) A true and complete schedule setting forth all United States and foreign patents and applications for patents owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B and Schedule D;

(iii) A true and complete schedule setting forth all United States and foreign copyright registrations owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule C and Schedule D;

3.2 Validity; Enforceability. Each of the patents, servicemarks trademarks, copyrights and Licenses designated on Schedules A, B, C or D is valid and enforceable, and Borrower is not presently aware of any past, present, or prospective claim by any third party that any of such patents, servicemarks, trademarks, or copyrights is invalid or unenforceable, or that the use of any such patents, servicemarks, trademarks, or copyrights violates the rights of any third person, or of any basis for any such claims;

3.3 Title. Borrower is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, applications for patents, servicemarks, servicemark registrations, trademarks, trademark registrations, copyrights, copyright registrations and Licenses designated on Schedules A, B, C or D free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses (except as set forth on Schedule D), shop rights, and covenants by Borrower not to sue third persons;

3.4 Notice. Borrower has used and will continue to use proper statutory notice in connection with its use of each of its patents, servicemarks, trademarks and copyrights;

3.5 Quality. Borrower has used and will continue to use consistent standards of high quality in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its servicemarks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of such servicemarks and trademarks; and

3.6 Notice of Litigation. Borrower has no notice of any suits or actions commenced or threatened with reference to the Collateral.

4. AFTER-ACQUIRED PATENTS, SERVICEMARKS, TRADEMARK RIGHTS, COPYRIGHTS.

If Borrower shall obtain rights to any new copyrights, servicemarks, trademarks, any new patentable inventions, or becomes entitled to the benefit of any patent application, or patent for any reissue, division, or continuation of any patent, then: (a) the provisions of this Agreement shall automatically apply thereto; (b) Borrower shall give notice in writing to Fremont with respect thereto at least quarterly (concurrently with delivery to Fremont of the monthly financial statements required under the Loan Agreement to be delivered for the last month of each of Borrower's fiscal quarters) and shall at such time provide Fremont with an amended Schedule A, Schedule B, Schedule C or Schedule D, as the case may be; (c) Fremont is hereby authorized to have an amendment to this Agreement recorded at the United States Patent and Trademark Office or the United States Copyright Office to reflect Fremont's security interest in such new copyrights, servicemarks, trademarks, or patents; and (d) all representations, warranties, and covenants of Borrower hereunder shall be deemed to be remade and restated with respect to all then existing Collateral. Borrower shall bear any expenses incurred in connection with future copyright, servicemark or trademark registrations or patent applications.

5. LITIGATION AND PROCEEDINGS.

Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Fremont any information with respect thereto requested by Fremont. Fremont shall provide at Borrower's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Fremont of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Borrower's claim of ownership or use of any of the copyrights, patents, servicemarks or trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent, servicemark or trademark rights.

6. RESTRICTIONS ON FUTURE AGREEMENTS.

Borrower agrees that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Borrower shall not sell or assign its interest in, or grant any license under, any of the Collateral, or enter into any other agreement with respect to the Collateral which is inconsistent with the obligations under this Agreement, without the prior written consent of Fremont, and Borrower further agrees that it shall not take any action, or permit any

action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Fremont under this Agreement.

7. POWER OF ATTORNEY.

Borrower grants Fremont power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time in Fremont's discretion following an Event of Default, to take any action and to execute any instrument which Fremont may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Borrower's name on all applications, documents, papers, and instruments necessary for Fremont to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Fremont may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Fremont's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

8. GRANT OF LICENSE TO BORROWER.

Unless and until an Event of Default shall have occurred, Fremont hereby grants to Borrower the exclusive, nontransferable right and license to use its trademarks in the ordinary course of its business, to exercise Fremont's rights under the Licenses, and to make, have made, use and sell (as permitted by the Loan Agreement) the inventions disclosed and claimed in the patents for Borrower's own benefit and account and for none other. Borrower shall use its trademarks only on goods of at least as high quality as the goods on which Borrower or its predecessor used the trademarks prior to the date hereof. Borrower agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Borrower in this Section 8, without the prior written consent of Fremont. From and after the occurrence of an Event of Default, Borrower's license with respect to the Collateral set forth in this Section 8 shall terminate forthwith and Fremont shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Code (or such other applicable laws) as enacted in any of the jurisdictions in which the Collateral may be located.

9. RIGHT TO INSPECT.

Borrower grants to Fremont and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect, or store products sold under any of the Collateral, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

10. DUTIES OF BORROWER.

In addition to its other duties set forth herein, Borrower shall have the duty (a) to prosecute diligently any patent, trademark, servicemark, or copyright applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full, (b) to make application on unpatented but patentable inventions and on trademarks, servicemarks and copyrights, as appropriate, (c) to preserve and maintain all rights in its patents, trademarks, servicemarks, copyrights and Licenses, and (d) to ensure that its patents, trademarks, servicemarks, copyrights and Licenses are and remain enforceable. Any expenses incurred in connection with Borrower's obligations under this Section 10 shall be borne by Borrower. Borrower shall not abandon any right to file a patent, trademark, servicemark or copyright application, or abandon any pending patent application, or any other patent, trademark, servicemark, copyright or License without the prior written consent of Fremont.

11. SPECIFIC REMEDIES.

During the existence of any Event of Default, Fremont shall have, in addition to other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the right to notify licensees to make royalty payments on license agreements directly to Fremont. Upon the occurrence of an Event of Default, Borrower agrees that the use by Fremont of all Collateral shall be permitted worldwide and shall be without any liability for royalties or other related charges from Borrower to Fremont.

12. GOVERNING LAW.

This Agreement shall be deemed to have been made in the State of Georgia and shall be governed by and interpreted in accordance with the laws of such state, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

12.1 CONSENT TO JURISDICTION AND VENUE. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE COURTS LOCATED IN THE COUNTY OF COBB, STATE OF GEORGIA, THE FEDERAL COURTS WHOSE VENUE INCLUDES THE COUNTY OF COBB, STATE OF GEORGIA, OR, AT THE SOLE OPTION OF FREMONT, IN ANY OTHER COURT IN WHICH FREMONT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. THE PARTIES EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED IN ANY SUCH COURT, AND THE PARTIES HEREBY WAIVE ANY OBJECTION WHICH EITHER MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION AND HEREBY CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY ANY SUCH COURT. FURTHERMORE, BORROWER AND FREMONT EACH WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE

DOCTRINE OF "FORUM NON CONVENIENS" OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12.1.

12.2 WAIVER OF JURY TRIAL. THE BORROWER AND FREMONT EACH HEREBY WAIVES TRIAL BY JURY AND BORROWER HEREBY WAIVES RIGHTS OF SETOFF AND THE RIGHT TO IMPOSE COUNTERCLAIMS IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, THE OBLIGATIONS OR THE COLLATERAL, OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT HERETO OR THERETO, OR ANY OTHER CLAIM OR DISPUTE HOWSOEVER ARISING, BETWEEN THE BORROWER AND FREMONT. THE BORROWER CONFIRMS THAT THE FOREGOING WAIVERS ARE INFORMED AND FREELY MADE.

13. GENERAL PROVISIONS.

13.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Borrower and Fremont.

13.2 Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and assigns of the parties hereto; provided, however, that no interest herein may be assigned by the Borrower without the prior written consent of Fremont. The rights and benefits of Fremont hereunder shall, if Fremont so agrees, inure to any of its successors and assigns.

13.3 Cumulative Remedies; No Prior Recourse to Collateral. The enumeration herein of Fremont's rights and remedies is not intended to be exclusive and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that Fremont may have under the UCC or other applicable law. Fremont shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative. Fremont may, without limitation, proceed directly against the Borrower to collect the Obligations without any prior recourse to the Collateral.

13.4 No Implied Waivers. No act, failure, or delay by Fremont shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Fremont of any provision of this Agreement or any other Loan Document, or of breach or default hereunder or thereunder, or of any right or remedy which Fremont may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by Fremont shall affect its rights to require strict performance of this Agreement.

13.5 Captions. The captions contained in this Agreement are for convenience only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

13.6 Ambiguities. To the extent permitted by applicable law, neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved using any presumption against either Borrower or Fremont, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of Borrower, Fremont and their respective counsel. To the extent permitted by applicable law, in case of any ambiguity or uncertainty, this Agreement shall be construed and interpreted according to the ordinary meaning of the words used to accomplish fairly the purposes and intentions of all parties hereto.

13.7 Severability. If any provision of this Agreement shall be prohibited or invalid, under applicable law, it shall be ineffective only to such extent, without invalidating the remainder of this Agreement.

13.8 Fees and Expenses. All costs and expenses that Fremont pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including, without limitation any taxes, fees and other charges for recording this Agreement and any amendments hereof with the United States Patent and Trademark Office, the United States Copyright Office, or any other relevant filing office, filing financing statements and continuations, and other actions to perfect, protect, and continue the security interest granted hereunder, shall be considered Fremont Expenses (as defined in the Loan Agreement) and shall be paid by Borrower to Fremont in accordance with the terms of the Loan Agreement.

13.9 Modification. This Agreement is intended by the Borrower and Fremont to be the final, complete, and exclusive expression of the agreement between them. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no oral agreements between the parties. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by the Borrower and a duly authorized officer of Fremont.

13.10 Counterparts. This Agreement may be executed in any number of counterparts, and by Fremont and the Borrower in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

13.11 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing, shall be delivered pursuant to the Loan Agreement.

13.12 Termination By Fremont. After termination of the Loan Agreement and when Fremont has received payment and performance, in full, of all Obligations, Fremont shall execute and deliver to Borrower a termination of all of the security interests granted by Borrower hereunder.

13.13 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FREMONT FINANCIAL CORPORATION,
a California corporation

By: 
Title: V.P.

DEXTERITY SURGICAL, INC.,
a Delaware corporation

By: Randall K Boatright
Title: EVP + CFO

Schedule A

Trademarks and Servicemarks

Description	Registration Number (App. No.)	Status	Date	Expiration Date	Markowner's Interest
"Hand-Cammy"	(Not Yet Assigned)	Pending	10/26/98	N/A	Owner
"LIFEQUEST"	1,790,256	Registered	8/31/93	N/A	Owner

Schedule B

Patents and Applications for Patents

Description	Registration Number (App. No.)	Status	Date	Expiration Date	Borrower's Interest
Extracorporeal Pneumopneumosis Enclosure and Method of Use	5,853,395	Granted	12/29/98	2/18/17	Part Owner
Extracorporeal Pneumopneumosis Enclosure and Method of Use	PCT/US97/18168	Pending	10/8/97	10/8/17	Part Owner

Schedule C
Copyrights
None

Trademark, Service Mark, and Patent Listings

Schedule B

Type of Intellectual Property	Description	Registration Number (App. No.)	Status	Date	Expiration Date	Beneficiary's Interest
U.S. Patent	Adjustable Surgical Wound Protector	5,324,644	Granted	6/11/96	6/9/15	Licensee
U.S. Patent	Surgical Retractor Liner and Integral Drape Assembly	5,649,550	Granted	7/22/97	2/26/16	Licensee
U.S. Patent	Improvements in Surgical Apparatus	5,640,977	Granted	6/24/97	9/2/14	Licensee
U.S. Patent	Improvements in Surgical Apparatus	5,813,409	Granted	9/29/98	9/29/15	Licensee
International Patent App.	Surgical Retractor Liner Apparance	PCT/US97/12800	Pending	7/21/97	7/21/17	Licensee
Ireland Patent App.	Filed in connection with 5,640,977	SS940128	Pending	4/8/94	4/8/14	Licensee
U.S. Reg. Trademark	"Dexterity"	2,055,914	Registered	4/22/97	N/A	Licensee
U.S. Reg. Trademark	"Protector"	2,067,599	Registered	6/3/97	N/A	Licensee
Japanese Reg. Trademark App.	"Dexterity"	82044/98	Pending	9/28/98	N/A	Licensee
EPO Reg. Trademark App.	"Dexterity"	939,496	Pending	9/24/98	N/A	Licensee
Trademark	"Access Sleeve"	Common Law Mark	N/A	N/A	N/A	Licensee
Trademark	"Wound Protector"	Common Law Mark	N/A	N/A	N/A	Licensee

567037.1

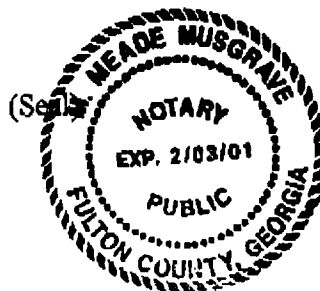
ACKNOWLEDGEMENT BY BORROWER BEFORE NOTARY PUBLIC

State of Georgia)
County of Fulton)

On April 6, 1999 before me, M. Meade Musgrave, personally appeared Randall K. Borznight personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature M. Meade Musgrave



AFTER FILING RETURN THIS INSTRUMENT TO:

Carlos Chang
Fremont Financial Corporation
1000 Abernathy Road, N.E.
Building 400, Suite 1500
Atlanta, GA 30328