

10-01-1999



101159692

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment **License**

Security Agreement **Nunc Pro Tunc Assignment**
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

10/01/1999 NTHA11 00000219 75321396

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001967 FRAME: 0743

MRB
9-30-99

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

| | | |
|---------------------------------------|----------------------|----------------------|
| <input type="text" value="75321396"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="75321395"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Registration Number(s)

| | | |
|--------------------------------------|----------------------|----------------------|
| <input type="text" value="1917782"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Aaron J. Borden

Name of Person Signing

Signature

September 29, 1999

Date Signed

CONDITIONAL ASSIGNMENT OF AND GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (PATENTS AND TRADEMARKS), DATED AS OF SEPTEMBER 24, 1999, BETWEEN HEMOTHERAPIES INC., A DELAWARE CORPORATION (THE "BORROWER"), AND NORWEST BANK IOWA, NATIONAL ASSOCIATION (THE "BANK").

Pursuant to the certain Amended and Restated Credit Agreement dated the date hereof (as the same may be amended from time to time, the "Credit Agreement"), between the Borrower and the Bank, the Bank has agreed at the Borrower's request to extend a \$6,000,000 line of credit facility (the "Facility") to the Borrower. The Bank's agreement to provide the Facility is subject to the condition, among others, that the Borrower shall have executed and delivered to the Bank (hereinafter the "Secured Party") this Agreement and that this Agreement shall be in full force and effect. This Agreement is issued pursuant to the Credit Agreement and is subject to the provisions thereof and the terms of that certain Amended and Restated Security Agreement dated the date hereof (the "Security Agreement") and issued pursuant to the Credit Agreement.

ACCORDINGLY, in consideration of the premises and mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. DEFINITIONS.

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Credit Agreement and the Security Agreement.

SECTION 2. INCORPORATION.

This Agreement is intended to supplement, and not amend or modify, the Security Agreement, the terms and provisions of which (including, without limitation, the provisions of Section 2(b)) are incorporated herein by this reference as if fully set forth herein. Anything contained herein to the contrary notwithstanding, the Security Agreement and this Agreement will remain in full force and effect in accordance with their terms. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, the Credit Agreement and the related documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement, the Credit Agreement or any of the related documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Assignment, the Security Agreement, the Credit Agreement or any of the related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, or any or all other rights, powers or remedies.

SECTION 3. CONDITIONAL ASSIGNMENT AND GRANT OF SECURITY INTEREST.

In order to secure to the Bank, the full and punctual payment and performance of all of the Obligations, the Borrower hereby assigns, transfers, mortgages, pledges and conveys to the Bank, effective, at the option of the Bank, upon the occurrence of an Event of Default, and grants to the Bank a continuing first priority mortgage on and security interest in, all of the Borrower's rights, title and interests in and to the following, whether now owned or hereafter existing, created, acquired or held by the Borrower (all of which shall be collectively called the "Intellectual Property Collateral"): (i) any and all United States patents, United States patent applications, and patent licenses, including, without limitation, those listed on Schedule 1 attached hereto and made a part hereof; (ii) any and all United States trademarks, trademark licenses and the entire goodwill of the business of the Borrower connected with and symbolized by all such trademarks, including without limitation those trademark and trademark licenses listed on Schedule 2 hereto; (iii) any and all copyright and copyright licenses, including, without limitation, those set forth on Schedule 3 attached hereto and made a part hereof; (iv) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products; (v) any and all design rights which may be available to the Borrower; (vi) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; (vii) all other licenses or other rights to use any of the Intellectual Property, and all license fees and royalties arising from such use to the extent permitted by such license or rights; (viii) all amendments, renewals and extensions of any of the Intellectual Property; and (ix) all proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

SECTION 4. PURPOSE.

This Agreement has been executed and delivered by the Borrower to the Bank for the purpose of recording with the United States Patent and Trademark Office the conditional assignment of and grant of security interest in the Intellectual Property Collateral.

SECTION 5. BINDING EFFECT.

This Agreement is binding upon the Borrower and any successor or assign permitted under the Security Agreement and the Credit Agreement and shall inure to the benefit of the Bank, and its respective successors and assigns.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed by its authorized officers as of the date first written above.

HEMOTHERAPIES INC.

By: David W. Maypink

NORWEST BANK IOWA, NATIONAL
ASSOCIATION

By: Randall R. Stramley
Randall R. Stramley, VP

SCHEDULE 1
PRODUCTS, PATENTS, TRADEMARKS, FDA APPLICATIONS

LICENSED PRODUCTS

BioLogic-DT Machine Model DT-1000
BioLogic-PF Machine Model PF-1000
BioLogic-DT Treatment Kit Model DT-1000-TK
BioLogic-PF Treatment Kit Model PF-1000-TK

PATENTS

- U.S. Patent Application, Serial No. 08/683,678, "Hemofiltration and plasmfiltration devices and methods", filed July 16, 1996 as a CIP, will be issued as a U.S. Patent in the Fall 1999; U.S. Patent No. 5919369
- U.S. Patent No. 5,536,412, "Hemofiltration and plasmfiltration devices and methods"
 - Canada, Patent Application Serial No. 2180455
 - Brazil, Patent Application Serial No. PI9506474.5
 - China, Patent Application No. 95191976.8
 - Europe, Patent Application No. 95908480.7
 - Japan, Patent Application No. 518691/95
 - Korea, Patent Application No. 96-703722
- U.S. Patent No. 5,277,820, "Device and method for extracorporeal blood treatment"
 - Europe, Patent Application No. 93904972.2
 - Japan, Patent Application No. 514234/1993
- U.S. Patent No. 4,661,246, "Dialysis Instrument with Dialysate Side Pump for Moving Body Fluids"
- Exclusive Sublicense of Monsanto's "License Agreement" dated December 1, 1996 for artificial liver technology.
- Non-Exclusive Sublicense of COBE/Gambro's "Technology Transfer and Supply Agreement" dated December 26, 1991 for Sorbent Dialyser (used by HCI to manufacture).
- VivoRX 6/21/96; exclusive Sublicense Joint Development and Marketing Cross License Agreement, dated June 21, 1996 (Hepatocytes and synthetic polymers for rem. of tox.

**SCHEDULE 2
TRADEMARKS**

- BioLogic-DT
Reg. No. 1,917,782
Was Serial No. 74/524,997
- BioLogic-PF
Extension
Serial No. 75/321,396
- BioLogic-DTPF System
Extension
Serial No. 75/321,395

SCHEDULE 3

None.

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