FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

10-19-1999

101175889

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MRD 10-15-99

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

[X] New

[ ] Resubmission (Non-Recordation) Document ID #

[ ] Correction of PTO Error Reel # Frame #

[ ] Corrective Document Reel # Frame #

Conveyance Type

[ ] Assignment [ ] License

[X] Security Agreement [ ] Nunc Pro Tunc Assignment

[ ] Merger Effective Date Month Day Year: 10 1 99

[ ] Change of Name

[ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Lifestream International, Inc.

Execution Date Month Day Year: 10 1 99

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Texas

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Fleet Capital Corporation, As Agent

DBA/AKA/TA:

Composed of:

Address (line 1): One South Wacker Drive, 14th floor

Address (line 2):

Address (line 3): Chicago (City) IL (State/Country) 60606 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] 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.)*

[X] Citizenship/State of Incorporation/Organization: Rhode Island

10/18/1999 JSHABAZZ 00000003 1467178

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 800.00 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. Documents to be recorded with required cover sheet(s) information to:

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: Federal Research Corp

Address (line 1): 400 Seventh St NW

Address (line 2): Suite 101

Address (line 3): Washington DC 20004

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 33

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

[X] Mark if additional numbers attached see attachment

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

Trademark Application Number(s)			Registration Number(s)		
			1,467,178	1,606,305	1,044,460
			1,467,179	1,963,789	1,141,576
			1,548,138	1,812,609	1,203,459

Number of Properties

Enter the total number of properties involved. # 33

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 840.00

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.

Trisha Neal — Name of Person Signing

Trisha Neal (BA) — Signature

Oct 15, 99 — Date Signed

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)			Registration Number(s)		
			1,235,200	1,235,661	1,746,898
			1,797,699	1,861,727	1,968,618
			2,174,010	2,186,396	1,861,727

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.

Name of Person Signing | Signature | Date Signed

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)			Registration Number(s)		
			1,968,618	1,618,606	1,796,917
			1,709,280	1,926,349	1,906,413
			1,756,631	1,350,496	1,756,631

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.

Name of Person Signing | Signature | Date Signed

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)			Registration Number(s)		
			1,450,584	1,177,942	1,350,496
			74/641,918	75/722,658	75/628,016

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.

Name of Person Signing | Signature | Date Signed

COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE (this "Mortgage") made as of this 1 day of October, 1999, by LIFESTREAM INTERNATIONAL, INC., a Texas corporation, having an office at 2828 North Crescent Ridge Drive, The Woodlands, Texas 77381 ("Mortgagor") in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation, as a Lender and as Agent on behalf of itself and the Lenders, with an office at One South Wacker Drive, 14th Floor, Chicago, Illinois ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement of even date herewith (as from time to time amended or otherwise modified, the "Loan Agreement"), which Loan Agreement provides, among other things, (i) for Mortgagee, as agent for itself and various other financial institutions party thereto ("Lenders"), and Lenders to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee, on behalf of itself and Lenders, of a security interest in substantially all of Mortgagor's assets, including, without limitation, the copyrights, copyright agreements, copyright applications, patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and certain licenses of Mortgagor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Copyrights, Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the Obligations, Mortgagor hereby grants a continuing security interest in and, mortgages to Mortgagee, on behalf of itself and Lenders, as and by way of a mortgage and security interest having priority over all other security interests, all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Exhibit A attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with

respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(ii) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Exhibit B attached hereto and hereby made a part hereof, and all reissues, divisions, continuations, renewals, extensions and cotinuations of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(iii) trademarks, trademark registrations, trademark applications, tradenames, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, tradenames, service marks, registrations and applications listed on Exhibit C attached hereto and hereby made a part hereof, and all renewals, extensions and cotinuations of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iv) all license agreements with respect to any of the Copyrights or any of the Patents or any of the Trademarks or any other copyright, patent, trademark, service mark or any registration or application for registration or any other tradename or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D attached hereto and hereby made a part hereof, other than license agreements which, according to their terms, may not be assigned without the prior consent of the other

Person party thereto (unless such consent has been obtained) (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(v) all rights corresponding to any of the foregoing throughout the world and the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

Upon the occurrence and during the continuation of an Event of Default, Mortgagee, on behalf of itself and Lenders, shall have the power, to the extent permitted by law, to exercise the rights and remedies of a secured party provided under the Loan Agreement, including without limitation the right to sell the Copyrights, Patents, Trademarks and Licenses.

In addition to, and not by way of limitation of, all other rights granted to Mortgagee and Lenders under this Mortgage, effective upon the occurrence and during the continuation of any Event of Default, Mortgagor assigns, transfers and conveys to Mortgagee, on behalf of itself and Lenders, all of the Copyrights, Patents, Trademarks and Licenses, together with the rights and goodwill described in clause (v) above to the extent necessary to enable Mortgagee, to realize on such property and any successor or assign to enjoy the benefits thereof during the continuation of such Event of Default. This right and assignment shall inure to the benefit of Mortgagee and Lenders and their respective successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Mortgagor or any other Person by Mortgagee (except that if Mortgagee shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Restrictions on Future Agreements. Mortgagor agrees that until the Obligations (other than unasserted contingent Obligations) shall have been satisfied in full and the Loan Agreement shall have been terminated (the "Loan Agreement Termination"), Mortgagor shall not abandon, sell or assign its interest in, or grant any exclusive license under, any Copyright, Patent, Trademark or License, or enter into any other agreement with respect to the Copyrights, Patents, Trademarks or Licenses which is materially inconsistent with the Obligations under this Mortgage, or which would reasonably be expected to have a Material Adverse Effect, and Mortgagor 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 materially adversely affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

4. New Copyrights, Patents, Trademarks, and Licenses. Mortgagor represents and warrants that the Copyrights, Patents, Trademarks and Licenses listed on Exhibits A, B, C and D, respectively, constitute all of the registered Copyrights, registered Patents and registered Trademarks now owned by, and material Licenses granted by or to,

TRADEMARK
REEL: 001975 FRAME: 0710

Mortgagor. If, before the Loan Agreement Termination, Mortgagor shall (i) obtain rights to any new Copyrights, patentable inventions, Patents, Trademarks or Licenses, or (ii) become entitled to the benefit of any Copyrights, Patents, Trademarks or Licenses or any improvement on any Patent, the provisions of this Mortgage above shall automatically apply thereto. Mortgagor shall give to Mortgagee prompt written notice of any such new intellectual property rights that it registers with any governmental authority. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B, C and D, as applicable, to include any such (registered or unregistered) Copyrights, Patents, Trademarks and Licenses.

5. Royalties; Term. The term of the security interests/mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Copyrights, Patents, Trademarks and Licenses encumbered hereunder, and (ii) the Loan Agreement Termination. Upon the occurrence and during the continuation of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Copyrights, Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

6. Release of Mortgage. This Mortgage is made for collateral purposes only and is not intended to constitute a present assignment of Mortgagor's ownership interest in the Copyrights, Patents, Trademarks and Licenses. Upon the Loan Agreement Termination, Mortgagee shall execute and deliver to Mortgagor all releases and other instruments, and shall take such other actions, as may be necessary or proper to release its security interest in the Copyrights, Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

7. Expenses. All reasonable (provided that all fees, costs and expenses relating to enforcement of this Mortgage shall not be subject to such "reasonable" standard) fees, costs and expenses, including attorneys' and paralegals' fees and legal expenses, incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Copyrights, Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Copyrights, Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on written demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the then applicable rate as set forth in the Loan Agreement.

8. Duties of Mortgagor. Mortgagor shall have the duty (i) to file and prosecute diligently any copyright, patent, trademark or service mark applications pending

as of the date hereof or thereafter until the Loan Agreement Termination, (ii) to make application on material uncopyrighted but copyrightable works (unless Agent consents otherwise in writing), on material unpatented but patentable inventions and on trademarks and service marks, as appropriate, (iii) to preserve and maintain all material rights in the Copyrights, Patents, Trademarks and Licenses and (iv) to ensure that the material Copyrights, Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 9 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a material copyright, material patent, material trademark or service mark application, or abandon any such material Copyright, material Patent, material Trademark or material License without the written consent of Mortgagee. If Mortgagor fails to comply with any of the foregoing duties, Mortgagee may perform said duties in Mortgagor's name, to the extent permitted by law, at Mortgagor's expense, and Mortgagor hereby agrees to reimburse Mortgagee in full for all expenses incurred in connection with Mortgagee's performance of such duties, including attorneys' fees and expenses so incurred by Mortgagee. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence and during the continuation of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

9. Mortgagee's Right to Sue. After the occurrence and during the continuation of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Copyrights, Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee, including attorneys' fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 10.

10. Waivers. No course of dealing among Mortgagor, Mortgagee and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee or Lenders, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any

jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

12. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Mortgagee's rights and remedies with respect to the Copyrights, Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuation of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of any or all of the Copyrights, Patents, Trademarks and Licenses, or (ii) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks and Licenses as Mortgagee deems to be in its best interest, or (iii) grant or issue any exclusive or non-exclusive license under any or all of the Copyrights, Patents, Trademarks or Licenses to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Copyrights, Patents, Trademarks or Licenses to any Person, or (v) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks and Licenses as Mortgagee deems to be in its best interests. Mortgagor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until the Loan Agreement Termination. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee or Lenders or their respective successors transferees and assigns under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable law) as enacted in any jurisdiction in which the Copyrights, Patents, Trademarks or Licenses may be located.

14. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and permitted assigns, and shall inure to the benefit of Mortgagee and Lenders, their successors, nominees and assigns.

15. **GOVERNING LAW. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.**

16. **CONSENT TO FORUM AND WAIVERS. TO INDUCE MORTGAGEE AND LENDERS TO MAKE THE LOANS, AS EVIDENCED BY THE LOAN AGREEMENT AND THIS AGREEMENT, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR ANY DOCUMENTS EXECUTED IN CONNECTION HEREWITH, SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN CHICAGO, ILLINOIS. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN CHICAGO, ILLINOIS. MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST MORTGAGOR BY MORTGAGEE IN ACCORDANCE WITH THIS SECTION. MORTGAGOR AND MORTGAGEE HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY. MORTGAGOR FURTHER WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF MORTGAGEE.**

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

19. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreement.

TRADEMARK
REEL: 001975 FRAME: 0714

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

LIFESTREAM INTERNATIONAL, INC.

By _____
Its President

AGREED AND ACCEPTED THIS
1 day of October, 1999.

FLEET CAPITAL CORPORATION, as
Agent

By _____
Its SVP

TRADEMARK
REEL: 001975 FRAME: 0715

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Copyright, Patent, Trademark and License Mortgage was executed and acknowledged before me this 6 day of October, 1999 by Robert W. Klemert, personally known to me to be the President of Lifestream International, Inc., a Texas corporation, on behalf of such corporation.

Sharon S. McMahan
Notary Public

My Commission expires:
11/13/02

"OFFICIAL SEAL"
SHARON S. MCMAHAN
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 11/13/02

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Copyright, Patent, Trademark and License Mortgage was executed and acknowledged before me this 6 day of October, 1999, by Allan Allweiss, personally known to me to be the Senior Vice President of Fleet Capital Corporation, as Agent, a Rhode Island corporation, on behalf of such corporation.

Sharon S. McMahan
Notary Public

My Commission expires:
11/13/02

AFTER FILING RETURN THIS INSTRUMENT TO:
Jonathan M. Cooper, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
Suite 3700
55 East Monroe
Chicago, Illinois 60603

Exhibit A

Copyrights

None.

Exhibit B

Patents

U.S. Patents

TITLE	REG. NO.	REGISTERED
Peritoneo-Venous Shunt	4,240,434	03/27/90
Blood and Perfusate Filter	4,422,939	12/27/83
Body Fluid Transfer Device	4,850,955	07/25/89
Apparatus and Method for the Autotransfusion of Blood	4,935,002	06/19/90
Self-Contained Air Enhancement and Laser Plume Evacuation System	4,986,839	01/22/91
Ultraviolet Air Enhancement and Laser Plume Evacuation Method and System	5,047,072	09/10/91
Apparatus for Supporting An Orbicularly Tipped Surgical Laser Fiber	5,282,798	02/01/94
Apparatus for Separating Plasma and Other Wastes from Blood	5,298,016	03/29/94
Apparatus for Monitoring Hematocrit Levels of Blood	5,385,539	01/31/95
Surgical Methods and Apparatus Using A Bent-Tip Side-Firing Laser Fiber	5,416,878	05/16/95
Apparatus for Separating Plasma and Other Wastes From Blood	5,417,650	05/23/95

TITLE	REG. NO.	REGISTERED
Treatment Method for Pleural Effusion	5,484,401	01/16/96
Laser Fiber Apparatus Having a Contact Tip and Adjacent Diffuser Element and Surgical Methods for Using Same	5,534,000	07/09/96
Device for Paracentesis and Thoracentesis	5,725,506	03/10/98
Overpressure Safety Valve	4,502,502	03/05/85
Overpressure Safety Valve	4,671,786	06/09/87
Vascular Dilator with Truncated tip	5,057,083	10/15/91
Emergency Bypass system/CPS	4,540,399	09/10/85
Vascular Dilator with Truncated Tip	5,057,083	10/15/91
Membrane Oxygenator	4,256,692	03/17/81
Blood Oxygenator/H-1500	4,280,981	07/28/81
Venous Reservois	4,795,457	01/31/89
Integrated Soft Shell Reservoir Exit Port Shut-Off	4,959,062	09/25/90
Blood Pump with Disposable Rotor Assembly	5,393,207	02/28/95
Inverted Dome Arterial Filter	5,312,479	05/17/94
Inverted Dome Arterial Filter	5,484,474	01/16/96
Quick Connect Cardioplegia Delivery System	5,388,634	02/14/95

TITLE	REG. NO.	REGISTERED
Centrifugal Blood Pump and Magnetic Coupling	5,017,103	05/21/91
Combined Cardiotomy and Venous Reservoir	5,770,073	06/23/98
Integrated Cylindrical Heat Exchanger and Square Oxygenator	D361,130	08/08/95
Method for Priming a Hollow Fiber Oxygenator	5,766,480	06/16/98
Outside Perfusion Type Blood Oxygenator	5,137,531	08/11/92
Oxygenator Having an Improved Heat Exchanger	4,645,645	02/24/87
Oxygenator Priming Method	5,863,501	01/26/99
Oxygenator Wedge Configuration	5,162,101	11/10/92
Wound Heat Exchanger Oxygenator	5,706,889	01/13/98
Wound Heat Exchanger Oxygenator	5,429,184	07/04/95
US Patent for Quality Control for Hollow Fiber Gas Transfer Cells	4,906,581	03/06/90
Soft Shell Reservoir	5,573,526	11/12/96
Wound Heat Exchanger Oxygenator	5,718,869	02/17/98

TITLE	APPLN. NO.	FILED
Biopsy Needle	09/069,782	04/29/98
Device for Paracentesis and Thoracentesis	09/066,236	04/24/98
Integrated Oxygenator and Heat Exchanger	744,869	11/07/96
Integrated Cardiotomy and Venous Blood Reservoir	749,432	11/15/96
Cardioplegia Heat Exchanger	60/106,710	11/02/98
Improved Cardioplegia System	60/137,573	06/04/99

Foreign Patents

COUNTRY	TITLE	REG. NO.	REGISTERED
Belgium	Centrifugal Blood Pump and Motor Drive	451,376	06/19/96
Belgium	Centrifugal Blood Pump and Motor Drive	560,466	11/13/96
Canada	Oxygenator Wedge Configuration	2,006,324	02/14/95
Canada	Vascular Cannulae/Femoral Access Cannulae/CPS	1,301,578	05/26/92
Canada	Blood Oxygenator/H-1500	1,153,656	09/13/83
EPO	Outside Perfusion Type Blood Oxygenator	0394221	10/27/93

COUNTRY	TITLE	REG. NO.	REGISTERED
EPO	Outside Perfusion Type Blood Oxygenator	0566114	04/17/96
EPO	Oxygenator Wedge Configuration	0453441	05/31/95
EPO	Centrifugal Blood Pump and Motor Drive	0451376	06/19/96
EPO	Centrifugal Blood Pump and Motor Device	0560466B1	11/13/96
France	Outside Perfusion Type Blood Oxygenator	0394221	10/27/93
France	Outside Perfusion Type Blood Oxygenator	0566114	04/17/96
France	Oxygenator Wedge Configuration	0453441	05/31/95
France	Centrifugal Blood Pump and Motor Drive	451,376	06/19/96
France	Centrifugal Blood Pump and Motor Drive	560,466	11/13/96
Germany	Outside Perfusion Type Blood Oxygenator	0566114	04/17/96
Germany	Outside Perfusion Type Blood Oxygenator	0394221	10/27/93
Germany	Oxygenator Wedge Configuration	0453441	05/31/95
Germany	Centrifugal Blood Pump and Motor Drive	451,376	06/19/96
Germany	Centrifugal Blood Pump and Motor Drive	560,466	11/13/96

COUNTRY	TITLE	REG. NO.	REGISTERED
Great Britain	Centrifugal Blood Pump and Motor Drive	451,376	06/19/96
Great Britain	Centrifugal Blood Pump and Motor Drive	560,466	11/13/96
Italy	Outside Perfusion Type Blood Oxygenator	0566114	04/17/96
Italy	Outside Perfusion Type Blood Oxygenator	0394221	10/27/93
Italy	Oxygenator Wedge Configuration	0453441	05/31/95
Japan	Outside Perfusion Type Blood Oxygenator	2123381	12/20/96
Liechtenstein	Centrifugal Blood Pump and Motor Drive	560,466	11/13/96
Netherlands	Centrifugal Blood Pump and Motor Drive	451,376	06/19/96
Netherlands	Centrifugal Blood Pump and Motor Drive	560,466	11/13/96
Spain	Oxygenator Wedge Configuration	2014918	07/16/90
Switzerland	Centrifugal Blood Pump and Motor Drive	451,376	06/19/96
Switzerland	Centrifugal Blood Pump and Motor Drive	560,466	11/13/96
United Kingdom	Outside Perfusion Type Blood Oxygenator	0566114	04/17/96
United Kingdom	Outside Perfusion Type Blood Oxygenator	0394221	10/27/93

COUNTRY	TITLE	REG. NO.	REGISTERED
United Kingdom	Oxygenator Wedge Configuration	0453441	05/31/95

COUNTRY	TITLE	APPLN. NO.	FILED
Argentina	Combined Cardiotomy and Venous Reservoir	P 97 01 00656	02/19/97
Argentina	Wound Heat Exchanger Oxygenator	331.457	03/28/94
Argentina	Wound Heat Exchanger Oxygenator	331.457 DIV	07/22/98
Argentina	Wound Heat Exchanger Oxygenator	331.457 DIV	07/22/98
Brazil	Combined Cardiotomy and Venous Reservoir	P19707852-2	06/16/98
Canada	Combined Cardiotomy and Venous Reservoir	2,248,947	06/16/98
Canada	Blood Pump with Disposable Rotor Assembly	2,154,248	01/21/94
Canada	Centrifugal Blood Pump and Motor Drive	2,014,078	04/06/90
Canada	Wound Heat Exchanger Oxygenator	2,185,124	02/07/95
EPO	Combined Cardiotomy and Venous Reservoir	97-904857-6	01/21/97

COUNTRY	TITLE	APPLN. NO.	FILED
EPO	Blood Pump with Disposable Rotor Assembly	94909456.9	01/21/94
EPO	Wound Heat Exchanger Oxygenator	95-909507-6	02/07/95
Finland	Wound Heat Exchanger Oxygenator	963896	02/07/95
Hong Kong	Centrifugal Blood Pump and Motor Device	98106660.9	06/25/98
Hong Kong	Centrifugal Blood Pump and Motor Device	98106661.8	06/25/98
Japan	Combined Cardiotomy and Venous Reservoir	9-532586	01/16/97
Japan	Wound Heat Exchanger Oxygenator	HEI 7-525151	02/07/95
Japan	Blood Pump with Disposable Rotor Assembly	517132/199	01/21/94
Japan	Centrifugal Blood Pump and Motor Drive	2-104392	04/19/90
Mexico	Combined Cardiotomy and Venous Reservoir	987123	09/02/98
Norway	Wound Heat Exchanger Oxygenator	94 4126	02/07/95
PCT	Blood Pump with Disposable Rotor Assembly	PCT/US94/00 539	01/21/94

TRADEMARK
REEL: 001975 FRAME: 0726

COUNTRY	TITLE	APPLN. NO.	FILED
PCT	Integrated Oxygenator and Heat Exchanger	PCT/US97/19611	11/07/97
PCT	Integrated Cardiotomy and Venous blood Reservoir	PCT/US97/21787	11/14/97
EPO	Soft Shell Reservoir	96910624.4	03/28/96
Japan	Soft Shell Reservoir	8-534048	03/28/96
South Korea	Combined Cardiotomy and Venous Reservoir	98-707248	01/21/97

TRADEMARK
REEL: 001975 FRAME: 0727

Exhibit C

Trademarks

U.S. Trademarks

MARK	REG. NO.	REGISTERED
Surgimedics	1,467,178	12/01/87
Surgifresh	1,467,179	12/01/87
Light Tough	1,548,138	07/18/89
Surgi Light	1,606,305	07/17/90
Surgimedics	1,963,789	03/26/96
Diomedics	1,812,609	12/21/93
TMP	1,044,460	07/20/76
Quickie Prime	1,141,576	11/18/80
TMPlegia	1,203,459	08/03/82
Kwik-Off	1,235,200	04/19/83
CV Kwik-Set	1,235,661	04/26/83
Colorguard	1,746,898	01/19/93
Surgiguard	1,797,699	10/12/93
Microcontact	1,861,727	11/08/94
Plume-Inator	1,968,618	04/16/96
Pleurx	2,174,010	07/14/98
Parapro	2,186,396	09/01/98
Microcontact	1,861,727	11/08/94
Plume-inator	1,968,618	04/16/96

MARK	REG. NO.	REGISTERED
CPS	1,618,606	10/23/90
ISOFLOW	1,796,917	10/05/93
LIFESTREAM	1,709,280	08/18/92
OPTI-CLEAR	1,926,349	10/10/95
PRIME-VU	1,906,413	07/18/95
REACT	1,756,631	03/09/93
WILLIAM HARVEY	1,350,496	07/23/85
REACT	1,756,631	03/09/93
DENVER	1,450.584	08/04/87
DENVER	1,177,942	11/17/81
WILLIAM HARVEY	1,350,496	07/23/85

MARK	APPLICATION NO.	FILED
Biocor	74/641,918	03/03/95
Enguard	75/722,658	06/04/99
Enguard with Design	75/628,016	01/27/99

Foreign Trademarks

COUNTRY	MARK	REG. NO.	REGISTERED
Argentina	BIOCOR	1629228	03/26/97
Argentina	OPTI-CLEAR	1,522,816	05/31/94
Argentina	PRIME-VU	1,522,660	05/31/94
Australia	WILLIAM HARVEY	B425571	04/19/85
Austria	BIOCOR	170 272	06/23/97
Benelux	BIOCOR	566047	04/20/95
Benelux	ISOFLOW	498978	05/16/91
Benelux	LIFESTREAM	492706	01/23/91
Benelux	OPTI-CLEAR	535433	08/05/93
Benelux	PRIME-VU	540325	09/03/93
Benelux	WILLIAM HARVEY	339120	04/20/76
Brazil	DENVER	815433875	
Canada	ISOFLOW	411,367	04/23/93
Canada	LIFESTREAM	405,230	11/20/92
Canada	OPTI-CLEAR	TMA472,505	03/12/97
Canada	PRIME-VU	432,547	08/26/94
China	BIOCOR	1163138	03/28/98
China	WILLIAM HARVEY	162,191	09/15/92
Czech Republic	BIOCOR	211.146	07/27/98
Denmark	WILLIAM HARVEY	025301980	07/11/80
Finland	BIOCOR	209989	05/29/98

COUNTRY	MARK	REG. NO.	REGISTERED
Finland	WILLIAM HARVEY	517876	06/05/81
France	BIOCOR	95/569,86	05/02/95
France	ENGUARD with DESIGN	99/773,35	02/05/99
France	ISOFLOW	1,670,183	06/7/91
France	LIFESTREAM	1,642,289	04/2/91
France	OPTI-CLEAR	93,479,488	08/05/93
France	PRIME-VU	93,483,876	09/16/93
France	WILLIAM HARVEY	1,343,516	
Germany	HMT design	394 05 080	01/10/96
Germany	HMT	394 05 082	01/10/96
Germany	HMT	394 05 079	01/10/96
Germany	BIOCOR	39517070	07/22/95
Germany	ENGUARD with DESIGN	399 05 88 5.0	05/19/99
Germany	ISOFLOW	2,032,603	03/18/93
Germany	LIFESTREAM	2,008,101	01/13/92
Germany	OPTI-CLEAR	2,076,186	08/29/94
Germany	PRIME-VU	2,076,181	08/29/94
Germany	WILLIAM HARVEY	955,274	03/18/76
Greece	BIOCOR	133709	03/17/99
Israel	BIOCOR	110952	06/03/98
Italy	OPTI-CLEAR	676,557	
Italy	PRIME-VU	677,412	05/14/93

COUNTRY	MARK	REG. NO.	REGISTERED
Italy	WILLIAM HARVEY	331,398	04/01/82
Italy	WILLIAM HARVEY AW@ LOGO	331,397	04/01/82
Italy	WILLIAM HARVEY RESEARCH	331,397	09/18/96
Italy	BIOCOR	00729577	10/15/97
Japan	LIFESTREAM	2,533,450	04/28/93
Japan	OPTI-CLEAR	3,187,426	08/30/96
Japan	WILLIAM HARVEY	1,395,253	10/30/79
Japan	WILLIAM HARVEY	2,045,439	05/26/88
Mexico	BIOCOR	523150	05/28/96
Mexico	OPTI-CLEAR	443,986	10/11/93
Mexico	PRIME-VU	509,252	10/31/95
Mexico	WILLIAM HARVEY	198,416	10/22/76
Norway	BIOCOR	187038	12/04/97
Saudi Arabia	BIOCOR	427/68	02/22/98
South Korea	BIOCOR	399835	03/18/98
Spain	BIOCOR	1963894	07/05/96
Spain	PRIME-VU	1,775,953	04/03/96
Spain	WILLIAM HARVEY	813,955	04/29/77
Sweden	BIOCOR	324125	07/18/97
Sweden	WILLIAM HARVEY AW@ LOGO	161,472	11/25/77

COUNTRY	MARK	REG. NO.	REGISTERED
Switzerland	BIOCOR	447.617	03/06/97
Switzerland	ISOFLOW	391,814	05/06/91
Switzerland	LIFESTREAM	385,563	
Switzerland	WILLIAM HARVEY	P289,585	03/16/77
Switzerland	WILLIAM HARVEY AW@ LOGO	P289,488	03/16/77
Turkey	BIOCOR	182555	03/14/97
United Kingdom	BIOCOR	2020050	05/09/95
United Kingdom	ISOFLOW	1,468,851	02/08/91
United Kingdom	ISOFLOW	1,471,021	07/19/91
United Kingdom	OPTI-CLEAR	1,543,945	08/04/93
United Kingdom	PRIME-VU	1,543,093	07/28/93
Venezuela	WILLIAM HARVEY	86,572F	05/05/78
Venezuela	WILLIAM HARVEY AW@ LOGO	86,573F	05/05/78

COUNTRY	MARK	APPLN. NO.	FILED
Australia	BIOCOR	729446	03/07/97
Benelux	ENGUARD with DESIGN	931752	03/03/99
Brazil	BIOCOR	819145394	03/13/96
Brazil	OPTI-CLEAR	817572139	10/20/93

COUNTRY	MARK	APPLN. NO.	FILED
India	BIOCOR	755093	03/19/97
Italy	ENGUARD with DESIGN	MI99C 001934	03/01/99
Japan	DENVER	52363	
Japan	DENVER	52364	
Poland	BIOCOR	Z-170.986	03/13/97
Portugal	BIOCOR	322507	03/12/97
Portugal	PRIME-VU	294,305	08/27/93
Slovak	BIOCOR	Poz-775-97	03/14/97
Taiwan	BIOCOR	86062804	12/11/97
United Kingdom	ENGUARD with DESIGN	2189971	02/24/99
Venezuela	OPTI-CLEAR	1,756,693	09/24/93

Exhibit D

Licenses

1. Intellectual Property License Agreement between Minntech Corporation and Lifestream International, Inc. dated as of October 6, 1999.

2. Technology License Option Agreement between GTC, C.R. Bard, Inc., and Jean Baptiste Drevet, January 25, 1999.

3. Licensing Agreement between Shiley Inc. and C.R. Bard, Inc., dated April 3, 1989.

4. Development and License Agreement between Rishtor Medical, Inc. and C.R. Bard, Inc., dated April 4, 1992.

5. Exclusive License Agreement dated November 1, 1990 between Dr, Richard Furman and Lifestream International, Inc.