

Med 10.21.99

10-25-1999



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

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

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)

City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

10/25/1999 MTHAI1 00000004 180805 2005698

FOR OFFICE USE ONLY

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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

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REEL: 001979 FRAME: 0045

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,005,698"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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:

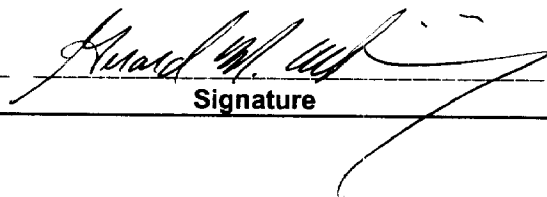
Yes

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.

Gerard M. Wissing, Esq.



October 19, 1999

Name of Person Signing

Signature

Date Signed

SECURITY INTEREST AGREEMENT

THIS SECURITY INTEREST AGREEMENT dated as of June 28, 1999 is made by OPUS DIAGNOSTICS, INC., a Delaware corporation ("Debtor") in favor of OXIS HEALTH PRODUCTS, INC., a Delaware corporation ("Secured Party").

RECITALS

A. WHEREAS Debtor and Secured Party have entered into the Asset Purchase Agreement dated as of June 28, 1999, and the Secured Promissory Note also dated as of June 28, 1999, pursuant to which, among other things, Secured Party has agreed to make payments to Debtor on the terms and subject to the conditions set forth therein.

B. WHEREAS pursuant to the Secured Promissory Note, Debtor has agreed to grant to Secured Party a security interest in the registered trademark INNOFLUOR, U.S. Registration No. 2,005,698.

C. WHEREAS Secured Party wishes to record that security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees as follows:

AGREEMENT

1. As collateral security for the prompt and complete payment and performance when due of all of Debtor's debts, obligations, liabilities, covenants and duties to Secured Party arising out of, connected with or related to the Secured Promissory Note, Debtor hereby pledges and grants to Secured Party a security interest in all of Debtor's right, title and interest in the registered trademark INNOFLUOR, U.S. Registration No. 2,005,698.

2. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in U.S. Registration No. 2,005,698 with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit under the Secured Promissory Note. The Secured Promissory Note (and all rights and remedies of the Secured Party

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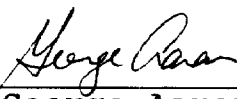
thereunder) shall remain in full force and effect in accordance with its terms.

3. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the U.S. Registration No. 2,005,698 are more fully set forth in the Secured Promissory Note, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

DEBTOR:

OPUS DIAGNOSTICS, INC.

By: 
George Aaron, President

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