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01-14-2000

Docket No.:

015268/0008

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To the Honorable Commissioner of Patents and Trademarks

101246450

original documents or copy thereof.

1. Name of conveying party(ies):

DEKA MEDICAL, INC.

1999 DEC 16 AM 9:14

OPR/FINANCE

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

Name: THE CHASE MANHATTAN BANK

Internal Address:

Street Address: 600 FIFTH AVENUE

City: NEW YORK State: NY ZIP: 10020

☐ Individual(s)

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State FLORIDA

☐ Other

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation-State

☒ Other NEW YORK BANKING CORPORATION

If assignee is not domiciled in the United States, a domestic designation is

☐ Yes ☐ N

(Designations must be a separate document from

Additional name(s) & address(es)

☐ Yes ☐ N

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: 12151999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

SEE
ATTACHED
SCHEDULE

B. Trademark Registration No.(s)

SEE
ATTACHED
SCHEDULE

Additional numbers

☒ Yes ☐ No

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

Name: PAUL A. JUERGENSEN

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 900 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41): \$ 240.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

01/13/2000 DMGUYEN 00000147 500675 2000064

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 200.00 CH

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.

PAUL A. JUERGENSEN

Name of Person Signing

Signature

DECEMBER 15, 1999

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002009 FRAME: 0447

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>
Gel-Lite	2.000,064	
DEKA in Block Letters	Pending	75/325,839
DEKA with slash	Pending	75/325,841
DEKA Logo	Pending	75/325,879
CleanOp	Pending	75/452,769
CT and Design	2.103,383	
Universal Angiography Drape	2.050,918	
Triad Medical	2.255,352	
SAF-T-SORB	2.081,601	

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, DEKA Medical, Inc. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement dated May 13, 1997 (the "Security Agreement") in favor of The Chase Manhattan Bank (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 15, 1999.

DEKA MEDICAL, INC.

By:



Name: DUDLEY R. E. U.

Title: CEO

STATE OF Mississippi
COUNTY OF Lauderdale

SS.:

On this 15th day of December, 1999 before me personally came Dudley Bell, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the CFO of DEKA Medical, Inc., a Florida corporation, and that he executed the foregoing instrument in the firm name of DEKA Medical, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Patti Paschal
My Commission Expires 5/11/2000

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