

Expires 06/30/99
OMB 0651-0027

05-18-2000

Patent and Trademark Office
TRADEMARK

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5-3-00

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101323189

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
- Security Agreement
- License
- Nunc Pro Tunc Assignment

- Merger

Effective Date
Month Day Year

05 24 - 99

- Change of Name

Other Corrected Assignment Cover Sheet to Delete U.S. Ser. No. 75494791 recorded 100499 at Reel/Frame 001971/0211

40

CONVEYING PARTY

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

05 24 1999

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

RECEIVING PARTY

Mark if additional names of conveying 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
 - 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*.)

TM

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

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 #

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" value="75494691"/>	<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"/>	<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 C.F.R. § 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.

William A. Munck, State Bar No. TX 00786127
Name of Person Signing

William A. Munck
Signature

April 28, 2000
Date Signed

10-07-1999

MRO
10-4-99



RECC

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TRADEMARKS ONLY

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- Other

CONVEYING PARTY

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Name

Execution Date

Month Day Year

05 24 1999

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

RECEIVING PARTY

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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

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FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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TRADEMARK
REEL: 002042 FRAME: 0191

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 #

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" value="75402119"/>	<input type="text" value="75494489"/>	<input type="text" value="75494791"/>	<input type="text" value="2012138"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75547114"/>	<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 C.F.R. § 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.)

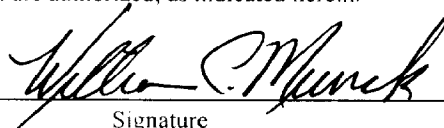
Deposit Account Number: #

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.

William A. Munck, State Bar No. TX 00786127
Name of Person Signing


Signature

Sept. 28, 1999
Date Signed

COPY

PATENT AND TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS PATENT AND TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Agreement") is executed as of May 24, 1999 between Caring Technologies, Inc., a Delaware corporation ("Borrower"), with its principal place of business at 7355 Old Georgetown Rd., 12th Floor, Bethesda, MD 20814, and Avatex Corporation, a Delaware corporation ("Secured Party"), with its principal place of business at 5019 North Central Expressway, Suite 1780, Dallas, TX 75206.

Recitals

WHEREAS, Borrower and Secured Party are parties to a Note and Warrant Purchase Agreement, dated as to each party thereto as of the date set forth opposite his or its signature thereon (the "Note Purchase Agreement"), under which Secured Party has agreed to purchase a promissory note (the "Note") from Borrower; and

WHEREAS, the Note is subject to the terms and conditions of the Loan Agreement, dated as of the date hereof, between Borrower and Secured Party (the "Loan Agreement"); and

WHEREAS, pursuant to the Note Purchase Agreement, Borrower and Secured Party are parties to a Security Agreement, dated as of the date hereof (the "Security Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, under the Security Agreement, Borrower has granted to Secured Party a continuing security interest in and to all Collateral (as such term is defined in the Security Agreement), including, without limitation, all general intangibles now owned or hereafter acquired by Borrower; and

WHEREAS, in connection with the Security Agreement, the Secured Party has required that the Borrower execute and deliver to the Secured Party a lien on and security interest in, among other property of the Borrower, all of the patents, trademarks and related intellectual property, whether now owned or hereafter acquired.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Note Purchase Agreement, the Note, the Loan Agreement and the Security Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Secured Party agree as follows:

I. Patent Collateral. Borrower hereby grants, assigns and conveys to Secured Party a lien on and security interest in the entire right, title and interest of Borrower in and to each patent and patent application now owned or hereafter acquired by Borrower, including, without limitation, each patent and patent application identified on Exhibit B hereto, and further including, without limitation, all rights of Borrower to recover for any and all past, present and future infringements thereof, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements

thereon, and all other rights of any kind whatsoever of Borrower accruing thereunder or pertaining thereto (the "Patent Collateral").

2. Trademark Collateral. Borrower hereby assigns and pledges to Secured Party, and hereby grants to Secured Party a lien on and a security interest in, the entire right, title and interest of Borrower in and to all trademarks, service marks, trademark and service mark registrations, and applications for trademark and service mark registrations and any renewals thereof now owned or hereafter acquired by Borrower, including, without limitation, each mark, application and registration identified on Exhibit B hereto, and further including, without limitation, all rights of Borrower to recover for any and all past, present and future infringements thereof, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Borrower accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (the "Trademark Collateral").

3. Security for Obligations. The security interests and liens granted herein secure the due and punctual payment to the Secured Party and performance by the Borrower of Borrower's Obligations (as defined in the Security Agreement) and obligations under this Agreement, owing to the Secured Party by or from the Borrower.

4. Incorporation of Security Agreement Terms. All terms and conditions contained in the Security Agreement are hereby incorporated by reference herein. In addition, with respect to the other agreements entered into by Borrower and Secured Party in connection with the consummation of the transactions contemplated by the Note Purchase Agreement:

(a) This Agreement shall be deemed (i) an "Ancillary Agreement" under the Note Purchase Agreement and (ii) a "Loan Document" under the terms of the Security Agreement.

(b) This Agreement shall be deemed to a part of the Security Agreement, and all references to the Security Agreement in the Note Purchase Agreement, the Loan Agreement, the Note, the Security Agreement and any other Loan Document shall also be deemed to be references to this Agreement.

(c) The Patent Collateral and Trademark Collateral shall be deemed "Collateral" under the terms of the Security Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of May 24, 1999.

CARING TECHNOLOGIES, INC.:

AVATEX CORPORATION

By: [Signature]

By: [Signature]

Name: Charles M. Edwards

Name: Grady E. Schleier

Title: Chief Financial Officer

Title: Vice President & Treasurer

VERIFICATION

STATE OF Texas

§

COUNTY OF Dallas

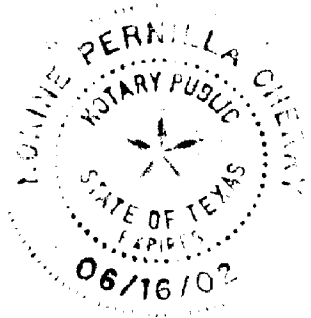
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§

BEFORE ME, the undersigned, a notary public in and for the County aforesaid, on this the this day personally appeared Chuck M. Edwards duly sworn to me to be the person whose name is subscribed on the foregoing instrument, and acknowledged to me that he executed the foregoing as the act of Caring Technologies, Inc., for the purposes and consideration therein expressed, and in the capacity therein stated, and that he had the requisite authority to do so in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME this 24th day of May, 1999, to which witness my hand and official seal.

[Signature]
Notary Public in and for
the State of Texas



STATE OF Texas

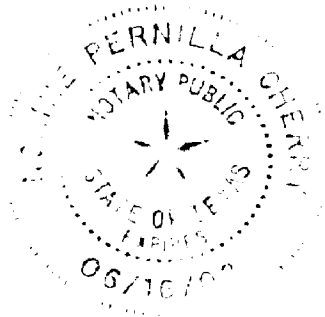
§
§
§

COUNTY OF Dallas

BEFORE ME, the undersigned, a notary public in and for the County aforesaid, on this the this day personally appeared Gady Schleier, duly sworn to me to be the person whose name is subscribed on the foregoing instrument, and acknowledged to me that he executed the foregoing as the act of Avatex Corporation, for the purposes and consideration therein expressed, and in the capacity therein stated, and that he had the requisite authority to do so in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME this 24th day of May, 1999, to which witness my hand and official seal.

Normi Pernilla Cherny
Notary Public in and for
the State of Texas



SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") is executed as of May²⁴, 1999, between Avatex Corporation, a Delaware corporation ("Lender"), with its principal place of business at 5910 N. Central Expressway, Suite 1780, Dallas, TX 75206, and Caring Technologies, Inc., a Delaware corporation ("Borrower"), with its principal place of business at 7355 Old Georgetown Rd., 12th Floor, Bethesda, MD 20814.

I. DEFINITIONS.

1.1 Defined Terms. When used herein, the following terms have the following meanings:

(a) "*Collateral*" means all property and interests in property in which a security interest is granted to Lender by Borrower hereunder;

(b) "*Default*" has the meaning set forth in Section 4.1;

(c) "*Grand Bank Agreement*" means the Commercial Security Agreement dated April 17, 1998 between the Borrower and Grand Bank.

(d) "*Intercreditor Agreement*" means the Intercreditor Agreement in the form agreed to by Borrower, Lender and all other Purchasers.

(e) "*Loan Documents*" means (i) this Agreement, (ii) the Note Purchase Agreement (hereinafter defined), (iii) the Amendment to Stockholders Agreement, dated as of the date hereof, and the Stockholders Agreement, dated as of December 15, 1997, by and among Borrower, Lender and certain other parties, (iv) the Intercreditor Agreement, (v) the Promissory Note, dated as of the date hereof between Borrower and Lender, (vi) the Loan Agreement, dated as of the date hereof between Borrower and Lender, and (vii) any other documents or agreements executed and/or delivered in connection with or pursuant to any of the foregoing documents or agreements.

(f) "*Note Purchase Agreement*" means the Note and Warrant Purchase Agreement, dated as to each party thereto as of the date set forth opposite his or its signature thereon, by and among Borrower, Lender and the other Purchasers.

(g) "*Obligations*" means all liabilities, obligations and indebtedness heretofore, now or hereafter owing, arising, due or payable from Borrower to Lender, under any of the Loan Documents or by operation of law.

(h) "*Permitted Liens*" means (i) the security interests in favor of Lender granted by this Agreement, (ii) liens in favor of Purchasers other than Lender that secure indebtedness created under or in connection with the Loan Documents, (iii) liens for taxes not yet due and payable, (iv) mechanic's liens and materialman's liens for services or materials for which payment is not yet

due, (vi) landlord's liens for rents not yet due and payable; (vii) liens granted under the Grand Bank Agreement, and (viii) liens described in Exhibit J of the Note Purchase Agreement.

(i) "**Purchasers**" means "Purchasers" as such term is defined in the Note Purchase Agreement.

(j) "**UCC**" means the Uniform Commercial Code as enacted in the State of Maryland or other applicable jurisdiction, as amended at the time in question.

1.2 Other Terms. All terms defined in the UCC have the same meaning when used herein (unless otherwise specifically defined herein).

II. SECURITY INTEREST.

2.1 Security Interest. To secure payment and performance of the Obligations, Borrower hereby grants to Lender a continuing security interest in and to all of the following items and types of property: Whether now owned or hereafter acquired by Borrower, all present and future personal property including, without limitation, all accounts, general intangibles, goods, inventory, equipment, instruments, documents, chattel paper, notes receivable, cash, money, deposit accounts, policies of insurance (casualty, liability, life, business interruption, etc.), and all products, replacements, and proceeds of, and accessions and additions to, and other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other person or entity or property with respect to, any of the foregoing property and interests in property, together with all of Borrower's books and records relating to any of the foregoing property, but not including (i) any motor vehicles or (ii) any collateral pledged under the Grand Bank Agreement. Borrower acknowledges that the foregoing expressly includes all of Borrower's intellectual property and rights thereto, including but not limited to all of Borrower's patents and or applications therefor, trademarks and applications therefor, service marks and applications therefor, trade names, copyrights or applications therefor, trade secrets, licenses, information, know how, computer software, processes, inventions, designs and proprietary rights and processes.

2.2 Title. Borrower represents and warrants to Lender that Borrower owns all presently existing Collateral, and will acquire all hereafter-acquired Collateral, free and clear of all liens, security interests, encumbrances and claims, except Permitted Liens, and that Lender's security interest in all Collateral will constitute a first priority perfected security interest, subject to Permitted Liens and the terms and conditions of the Intercreditor Agreement.

2.3 Perfection: Financing Statements; Delivery of Possession. Borrower will execute and deliver to Lender such financing statements or amendments thereof or supplements thereto and such other instruments or documents, as Lender may from time to time require or as otherwise may be necessary to preserve, protect and maintain the security interests hereby granted and the perfection thereof, as a perfected security interest in each item of Collateral. Subject to the Intercreditor Agreement, Borrower shall hold in trust for the benefit of Lender, and promptly deliver to Lender,

all Collateral for which possession by Lender is necessary for perfection of Lender's security interest or advisable (in Lender's opinion) for the protection or preservation of Lender's perfected security interest therein.

III. BORROWER'S COVENANTS.

3.1 Covenants. Until performance, payment, and satisfaction in full of the Obligations, Borrower covenants and agrees as follows:

(a) Insurance. Borrower shall keep the Collateral insured against loss or damage by fire, theft, and such other risks, hazards, and contingencies, with such companies, in such amounts and under policies in such form as are customary in the industry and acceptable to Lender. Such policies shall make all losses payable to Borrower and Lender, as their respective interests may appear and shall bear a standard non-contributory first mortgage endorsement, as appropriate;

(b) Taxes and Liens. Borrower will file all tax returns and pay before delinquent all taxes levied or assessed against Borrower or the Collateral, and will cause any liens for taxes to be promptly released and, except as to liens which the Borrower has previously notified Lender in writing, there are no other liens or encumbrances on the Collateral;

(c) Location of Collateral. None of the Collateral shall be moved to a location other than the location identified in Section 5.3 below, nor will Borrower change the location of its chief executive office, without first delivering at ten (10) days prior written notice to Lender and taking all actions necessary to give Lender the opportunity to file whatever financing statements or other documents and taking all other actions as may be necessary or advisable (in Lender's opinion) to maintain the perfection and priority of its security interests in the Collateral;

(d) No Disposition. Borrower will not sell, lease, or otherwise dispose of, or permit the sale, lease, or disposition of, any Collateral except for sales, leases, and other dispositions (i) of inventory in the ordinary course of business on ordinary business terms, (ii) of obsolete or destroyed equipment and (iii) of equipment replaced with similar equipment of equal or greater value and in which Lender has a perfected security interest;

(e) No Liens. Borrower will not create, incur, or suffer or permit to be created or incurred or to exist any lien, security interest, encumbrance or claim upon or against any of the Collateral, except for Permitted Liens; and

(f) Further Assurances. Borrower will from time to time promptly execute and deliver to Lender all such other assignments, certificates, supplemental documents, and financing statements, and do all other acts or things as Lender may reasonably request to more fully create, evidence, perfect, continue, and preserve the priority of Lender's security interest in the Collateral.

IV. DEFAULT; REMEDIES.

4.1 Default. A Default shall exist if any one or more of the following occurs and is continuing:

(a) Borrower fails or refuses to make any payment of any portion of the Obligations on or before the date such payment is due;

(b) Borrower fails to perform or to observe any covenant contained in any of the Loan Documents, or otherwise breaches or is in default under any of the Loan Documents;

(c) Lender discovers that any representation or warranty of Borrower in any of the Loan Documents is false or misleading in any material respect; or

(d) Borrower shall become insolvent, fail to pay its debts generally as they become due, voluntarily seek, consent to, or acquiesce in the benefit or benefits of any Debtor Relief Law (hereinafter defined), or become a party to (or be made the subject of) any proceeding provided for by any Debtor Relief Law, other than as a creditor or claimant, that could suspend or otherwise adversely affect the rights of Lender (unless, in the event such proceeding is involuntary, the petition instituting same is dismissed within 60 days of the filing of same). As used herein, the term "**Debtor Relief Laws**" means the Bankruptcy Code of the United States of America and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments, or similar Debtor Relief Laws from time to time in effect affecting the rights of creditors generally.

4.2 Remedies Upon Default. Upon the occurrence and during the continuance of a Default, Lender shall have the right to exercise any one or more of the following remedies, each cumulative of the other to the extent permitted by law: (a) Lender may declare all Obligations secured hereby immediately due and payable without presentment for payment, demand for payment, notice of non-payment, protest, notice of protest or of dishonor, notice of default, notice of intent to accelerate, notice of acceleration, notice of intent to foreclose, or any other notice, all of which are hereby expressly waived (provided that, upon the occurrence of a Default under paragraph 4.1(d), the entire Obligations shall automatically become due and payable without declaration, notice or other action of any kind whatsoever); (b) Lender may proceed to enforce payment of the Obligations; and (c) Lender may exercise any and all of the rights and remedies provided under the UCC, by any Loan Document, at law or in equity, as well as any other additional rights and remedies available to Lender, including the right to sell the Collateral, or any part thereof, at public or private sale, for cash, upon credit, or for future delivery as Lender shall deem appropriate. For purposes of any notice required by the UCC or other law, the giving of 5 days notice in accordance with Section 5.2 below is deemed to be reasonable notice. No course of dealing in exercising, nor any delay or failure on the part of Lender to exercise, any power or right under any Loan Document, at law or in equity shall impair that power or right or be construed as a waiver thereof, nor shall any single or partial exercise of a power or right preclude other or further exercise thereof or the exercise of any other power or right under this Agreement, at law or in equity. All sums received or recovered by Lender on account of its security interest in or rights with respect to the Collateral shall be applied to the Obligations in the order and manner selected by Lender in its sole discretion.

4.3 Other Rights of Lender.

(a) Performance. In the event Borrower shall fail to keep the Collateral in good repair, working order, and condition as required in this Agreement, or to pay when due all taxes on any of the Collateral, or to preserve the priority of Lender's security interest in any of the Collateral, or to keep the Collateral insured as required by this Agreement, or otherwise fail to perform any of its obligations with respect to the Collateral, then Lender may, at its option, but without being required to do so, make those repairs, pay those taxes, prosecute or defend any suits in relation to the Collateral, or insure and keep insured the Collateral in any amount deemed appropriate by Lender, or take all other action that Borrower is required, but has failed or refused, to take.

(b) Fees and Expenses. Any sum that may be expended or paid by Lender in enforcing its rights and Borrower's obligations under this Agreement or in exercising any remedies available to Lender under this Agreement, at law or in equity (including, without limitation, court costs and, whether or not suit is filed, attorneys' fees) shall be due and payable by Borrower to Lender upon demand and shall bear interest from the dates of expenditure or payment by Lender at the highest lawful rate until paid by Borrower, and all such amounts shall be part of the Obligations.

V. MISCELLANEOUS.

5.1 Applicable Law. This Agreement shall be construed in all respects in accordance with, and be governed by, the laws and decisions of the State of Maryland.

5.2 Notices. Any notice, request, instruction, or other document to be given hereunder by any party hereto to any other party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, at the address of such other party appearing below such party's signature to this Agreement, or at such other address for a party as shall be specified by like notice, which change of address shall become effective when actually received. Any notice which is delivered personally in the manner provided herein shall be deemed to have been duly given to the party to whom it is directed upon actual receipt by such party. Any notice which is addressed and mailed in the manner herein provided shall be conclusively presumed to have been duly given to the party to which it is addressed upon being so placed in the mail.

5.3 Locations of Collateral and Borrower's Chief Executive Office. The street address of each location where Collateral is located and the street address of Borrower's chief executive office are as follows:

7355 Old Georgetown Rd.
12th Floor
Bethesda, MD 20814

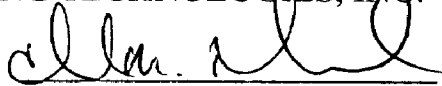
c/o Halleck Willard, Inc.
5963 Weld County Rd.
#16

5.4 Invalid Provisions. If any provision hereof is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part hereof a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5.6 Parties Bound. This Agreement shall be binding on Borrower and Borrower's legal representatives, successors, and assigns and shall inure to the benefit of Lender and Lender's successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed as of May __, 1999.

CARING TECHNOLOGIES, INC.

By: 

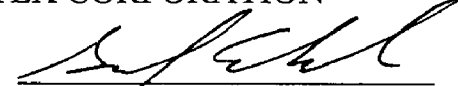
Name: Charles M. Edwards

Title: Chief Financial officer

Address:

7355 Old Georgetown Rd.
12th Floor
Bethesda, MD 20814

AVATEX CORPORATION

By: 

Name: Gady E. Schleier

Title: Vice President & Treasurer

Address:

5910 N. Central Expressway
Suite 1780
Dallas, TX 75206

Patents and Patent Applications

<u>Title</u>	<u>Inventors</u>	<u>Ctry</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Status</u>	<u>Patent Number</u>	<u>Grant or Issue Date</u>
Personal Security Monitoring System and Method	M.L. Lehrman M.D. Halleck M.E. Halleck	US	239,752	5/9/94	Issued	5,513,646	5/7/96
Respiration Monitor with Simplified Breath Detector	M.E. Halleck D.N. James	US	439,505	5/11/95	Issued	5,611,349	3/18/97
Apparatus and Method for Remote Monitoring of Physiological Parameters	M.D. Halleck D.N. James M.E. Halleck	US	380,259	1/30/95	Issued	5,549,113	8/27/96
Detecting Physiological Functions CIP of 08/439,505	M.E. Halleck D.N. James M.D. Halleck	US	798,170	2/10/97	Pending	N/A	N/A
Apparatus and Method for Remote Monitoring of Physiological Parameters	M.D. Halleck D.N. James M.E. Halleck	CAN	2,147,478	11/3/93	Pending	N/A	N/A
Apparatus and Method for Remote Monitoring of Physiological Parameters	M.D. Halleck D.N. James M.E. Halleck	AUS	55468/94	11/3/93	Granted	683434	3/5/98
Apparatus and Method for Remote Monitoring of Physiological Parameters	M.D. Halleck D.N. James M.E. Halleck	JAP	512176/94	11/3/93	Pending	N/A	N/A
Apparatus and Method for Remote Monitoring of Physiological Parameters	M.D. Halleck D.N. James M.E. Halleck	EPO	94900504.5	11/3/93	Pending	N/A	N/A
Respiration Monitor with Simplified Breath Detector	M.E. Halleck D.N. James	AUS	66216/94	3/29/94	Granted	684771	4/23/98
Respiration Monitor with Simplified Breath Detector	M.E. Halleck D.N. James	EPO	94913967.9	3/29/94	Pending	N/A	N/A
Respiration Monitor with Simplified Breath Detector	M.E. Halleck D.N. James	CAN	2,159,616	3/29/94	Pending	N/A	N/A
Respiration Monitor with Simplified Breath Detector	M.E. Halleck D.N. James	JAP	524264/94	3/29/94	Pending	N/A	N/A

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Personal Security Monitoring System and Method	M.L. Lehrman M.D. Halleck M.E. Halleck	EPO	95919776.5	5/8/95	Pending	N/A	N/A
Personal Security Monitoring System and Method	M.L. Lehrman M.D. Halleck M.E. Halleck	AUS	25460/95	5/8/95	Granted	693897	11/5/98
Personal Security Monitoring System and Method	M.L. Lehrman M.D. Halleck M.E. Halleck	CAN	2,189,769	5/8/95	Pending	N/A	N/A

Trademark Applications and Registrations

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
I Am Fine	74-233,344	2,012,138	10/29/1996
Caring Technologies, Inc.	75/402,119	Pending	N/A
BERT	75/494,489	Pending	N/A
HANNAH	75/494,691	Pending	N/A
PERCY	75/547,114	Pending	N/A

The Company received notice in May 1999, of a conflict with respect to the name Caring Technologies, Inc. The Company intends to change its name to settle this issue.