FORM PTO-1594 (Rev. 6-93) MRD 3/31/00
OMB No. 0651-0011 (exp. 4/94)

REC 04-04-2000 HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ▼ ▼ ▼ ▼

101306266

To the Honorable Commissioner of Pate ...ched original documents or copy thereof.

1. Name of conveying party(ies):

Augustine Medical, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Age

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State of Illinois
- ☐ Other

If assignee is not domiciled in the United States, a domestic represetative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date:

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional numbers attached? ☐ Yes ☐ No

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

Name:

Internal Address:

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

Street Address:

City: State: ZIP:

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41).....$ 740.00

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/03/2000 DCOATES 00000083 74573124
01 FC:481 40.00 OP
02 FC:482 700.00 OP

DO NOT USE THIS SPACE

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.

Gregory T. Pealer — Name of Person Signing

Signature

March 21, 2000 — Date

Total number of pages including cover sheet, attachments, and document: 12

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

TRADEMARK
REEL: 002042 FRAME: 0826

REGISTERED FEDERAL TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country/State	Serial Number	Registration No.	Class	Filed	Registered
241 stylized®	USA	74/573,124	1,942,376	10	9/13/94	12/19/95
Active Wound Therapy®	USA	75/243,997	2,177,574	10	2/19/97	7/28/98
Active Wound Therapy®	USA	75/243,993	2,173,930	5	2/19/97	7/14/98
Arc stylized for Warm-UP	USA	75/325,138	2,271,054	5,10	7/16/97	8/17/99
Augustine Medical International Corporation/ stylized light bulb/Bright IdeasÉThat Work	USA	75/355,560		5,10	9/12/97	
Augustine Medical with stylized light bulb	USA	75/325,266		5,10	7/16/97	
Augustine Medical, Inc.	USA	75/426,640	2,277,413	10	1/30/98	9/14/99
Augustine Medical, Inc. ®	USA	75/160,213	2,093,121	10	9/4/96	9/2/97
Augustine Medical/stylized light bulb/Bright Ideas That Work	USA	75/325,452	2,243,631	5,10	7/16/97	5/4/99
Bair Hugger plus design®	USA	75/088,032	2,085,579	10	4/15/96	8/5/97
Bair Hugger plus design®	USA	74/037,176	1,626,928	10	3/12/90	12/11/90
Bair Hugger®	USA	75/088,042	2,087,204	10	4/15/96	8/12/97
Bair Hugger®	USA	73/798,197	1,574,673	10	5/8/89	1/2/90
Bright IdeasÉThat Work™	USA	75/496,746	2,255,671	10	6/5/98	6/22/99
Design for Ranger fluid warmer	USA	75/694,813		10	4/30/99	
Discover the Healing Power of Warmth	USA	75/609,266		10	12/11/98	
GO2	USA	75/365,915		10	9/30/97	
GO2 and Design	USA			10		
GO2 Glottic Aperture Seal Airway and Design	USA			10		
Light bulb stylized	USA	75/326,256		5,10	7/16/97	
Lung Stylized®	USA	74/237,841	1,715,416	10	1/15/92	9/15/92
LungStylized®	USA	75/088,026	2,039,065	10	4/15/96	2/18/97
Polarair®	USA	75/426,432	2,238,673	10	1/30/98	4/13/99
Ranger	USA	75/399,338	2,291,495	10	12/3/97	11/9/99
The Standard of Caring	USA	75/371,418		5,10	10/10/97	
Total Temperature	USA	75/088,089	2,043,564	10	4/15/96	3/11/97

TRADEMARK
REEL: 002042 FRAME: 0827

Trademark	Country/State	Serial Number	Registration No.	Class	Filed	Registered
Management®						
Total Temperature Management®	USA	74/410,893	1,906,420	10	7/7/93	7/18/95
Warm-Up Wound Therapy	USA	75/243,998		5	2/19/97	
Warm-Up Wound Therapy	USA	75/244,166		10	2/19/97	
Warm-Up®	USA	75/243,994	2,221,977	10	2/19/97	2/2/99
Warm-Up®	USA	75/321,611	2,187,587	5	7/9/97	9/8/98

REGISTERED STATE TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country/State	Serial Number	Registration No.	Class	Filed	Registered
Warm-Up®	California	10/24/97	103116	10		11/7/97
Warm-Up®	Illinois		81334	T-44		10/28/97
Warm-Up®	Minnesota		27006	10	1/8/98	1/12/98
Warm-Up®	Texas		57851	10	6/4/98	6/10/98

REGISTERED FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country/State	Serial Number	Registration No.	Class	Filed	Registered
Bair Hugger plus design®	France	92/447079	92/447079	10	12/22/92	12/22/92
Ranger	Argentina	2225928		10	6/25/99	
Augustine Medical Bright IdeasÉThat Work	Australia	797524		5,10	6/17/99	
Bair Hugger	Australia	797525		10	6/17/99	
Bair Hugger + Design	Australia	797523		10	6/17/99	
Ranger	Australia	797535		10	6/17/99	
Total Temperature Management	Australia	797526		10	6/17/99	
Warm-Up	Australia	785127		10	2/10/99	
Bair Hugger plus design®	Benelux	788935	524316	10	11/17/92	11/17/92
Ranger	Brazil	821822322		10	7/16/99	
Warm-Up	Brazil	821564579			4/19/99	

TRADEMARK
REEL: 002042 FRAME: 0828

TRADEMARK COLLATERAL AGREEMENT

This 21st day of March, 2000, AUGUSTINE MEDICAL, INC., a Minnesota corporation (*"Assignor"*) with its principal place of business and mailing address at 10393 West 70th Street, Eden Prairie, Minnesota 55344, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation *("Harris")* with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the various lenders pursuant to that certain Credit Agreement dated of even date herewith between the Assignor, Harris, individually and as agent and the other lenders from time to time party thereto (said Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the *"Assignee"*), and grants to Assignee a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Assignor as set out in that certain Security Agreement bearing even date herewith between Assignor and Assignee (the *"Security Agreement"*). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Assignee of any applications by Assignor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Assignor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Assignee on such Intent-To-Use Application as collateral security for the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

IN WITNESS WHEREOF, Assignor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AUGUSTINE MEDICAL, INC.

(CORPORATE SEAL)

NONE

By Marie B. Humbert
Its CFO

ATTEST: John E. J. Romm

Its Secretary

Marie B. Humbert
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK, as Agent

(Type or Print Name)

By _____
Its _____

(Type or Print Name)

TRADEMARK
REEL: 002042 FRAME: 0830

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

IN WITNESS WHEREOF, Assignor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AUGUSTINE MEDICAL, INC.

(CORPORATE SEAL)

By_____
Its_____

ATTEST:

_____
(Type or Print Name)

Its Secretary

HARRIS TRUST AND SAVINGS BANK, as Agent

_____
(Type or Print Name)

By Gloria Compean-Endicott
Its_____
Gloria Compean-Endicott
Vice President

_____
(Type or Print Name)

TRADEMARK
REEL: 002042 FRAME: 0831

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Betsy Erdelyi, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gloria Compean-Endicott, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21st day of March, 2000.

(NOTARIAL SEAL)

Betsy Erdelyi
Notary Public

"OFFICIAL SEAL"
Betsy Erdelyi
Notary Public, State of Illinois
My Commission Exp. 05/03/2000

My Commission Expires:

(Type or Print Name)

STATE OF Minnesota)
) SS
COUNTY OF Hennepin)

I, John Paul Rock, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Marie B. Humbert, Chief Financial Officer of Augustine Medical, Inc., a Minnesota corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Financial Officer, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21st day of March, 2000.

(NOTARIAL SEAL)

JOHN PAUL ROCK
NOTARY PUBLIC – MINNESOTA
HENNEPIN COUNTY
My Comm. Expires Jan. 31, 2005

Notary Public

John Paul Rock
(Type or Print Name)

My Commission Expires: