

11-3-00

RECORDATION  
TRADE

11-16-2000



101518204

To the Honorable Commissioner of Patents and Trade.

ents' or copy thereof.

1. Name of conveying party(ies)

MedSafe, Inc.

- Individual(s)
- General Partnership
- Corporation - State Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

Execution Date: September 13, 2000

2. Name and address of receiving party(ies)

Name: Citizens Bank of Massachusetts

Internal Address: \_\_\_\_\_

Street Address: 28 State Street

City Boston State: MA ZIP: 01209

- Association
- Individual(s) citizenship \_\_\_\_\_
- Association
- General Partnership
- Limited Partnership
- Corporation-State Massachusetts
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,757,373 1,733,818  
2,043,653  
2,043,654

Additional numbers attached?  Yes  No

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

Name: John L. DuPré

Internal Address: \_\_\_\_\_

Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: Two Militia Drive

City: Lexington State: MA ZIP: 02421-4799

6. Total number of applications and registrations involved:  1

7. Total Fee (37 C.F.R. 3.41)..... \$ 115.00

- Enclosed
- Authorized to charge any deficiencies or credit any overpayment to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

08-0380

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

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.

11/16/2000 17:41:00 00000381 1757373

John L. DuPré

01 FC:481 \_\_\_\_\_ 40.00 OP  
02 FC:482 \_\_\_\_\_ 75.00 OP

Name of Person Sign

Signature

11/1/00  
Date

Total number of pages including cover sheet, attachments, and document:  6

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") made this 13th day of September, 2000, is by and between **MedSafe, Inc.**, a Delaware Corporation with a principal place of business at 69 Hickory Drive, Waltham, Massachusetts 02451 ("Debtor"), and **Citizens Bank of Massachusetts**, a Massachusetts Corporation with its principal place of business at 28 State Street, Boston, Massachusetts 01209 ("Citizens Bank" or "Secured Party")

1. Security Interest. Debtor grants to Secured Party a continuing security interest ("Security Interest") in those assets, wherever located, whether now existing or hereafter received by Debtor and in the proceeds derived therefrom, including, without limitation, insurance proceeds (the "Collateral") listed on Exhibit A attached hereto and incorporated herein by this reference. The Security Interest shall secure the payment and performance of Debtor's obligations ("Obligations") to Secured Party under the Revolving Credit and Security Agreement and the Revolving Note made thereto by Debtor to Citizens Bank in the aggregate principal face amounts of \$1,000,000.00 (plus interest and costs) of even date hereunder (the "Obligations").

2. Financing Statements and Other Action. Debtor agrees to do all acts which Secured Party deems necessary or desirable to protect or perfect the Security Interest or to otherwise carry out the provisions of this Agreement, including, but not limited to, the execution of financing, continuation, amendment or termination statements, and to provide powers of attorney and similar instruments requested by Secured Party. Debtor appoints Secured Party as Debtor's attorney irrevocably to do all acts which Debtor may be required to do under this Agreement. In the event that Secured Party desires any of the foregoing instruments, Debtor shall timely execute and deliver such instruments to Secured Party upon written request. If Debtor fails or refuses to timely execute and deliver such additional instruments, then Debtor grants power-of-attorney to Secured Party for the purpose of executing such instruments in the name of Debtor, such grant to Secured Party being "coupled-with-an-interest", and, therefore, irrevocable.

3. Debtor's Place of Business. Debtor warrants that its principal place of business is located at the address set forth above and that the Collateral or appropriate documentation of ownership shall at all times be kept at said place of business or at the addresses set forth in the Perfection Certificate provided by Debtor to Secured Party. Debtor covenants to notify Secured Party of the addition of any place of business and of any change in the place that the Collateral is kept.

4. Maintenance Of Records. Debtor covenants to keep accurate and complete records listing and describing the Collateral. Upon prior written request, Secured Party shall have the right to audit and make copies of any records or other writings of Debtor which relate to the Collateral. Secured Party may remove such records and writings for the purpose of having copies made thereof.

5. Distribution. In the event that Debtor receives any distribution from or on account of the Collateral, Debtor shall deliver such distribution to Secured Party to be applied against the Obligations.

6. Default. If, while the Obligations are outstanding, either one or more of the following ("Events of Default") shall occur (a) Debtor fails to pay any amounts due under the Obligations, giving effect to any notice or cure period or (b) Debtor fails to observe or perform any covenant, warranty or agreement to be performed by Debtor under the Obligations or this Agreement, in any material respect, giving effect to any notice or cure period, then, in each such event, Secured Party may exercise the Rights on Default as hereinafter defined.

7. Rights On Default. Following an Event of Default under this Agreement or the Obligations, Secured Party may: (a) declare the Obligations to be immediately due and payable without presentment, demand, protest or notice of any kind, except as provided herein; (b) exercise the rights and remedies accorded a secured party by the Uniform Commercial Code ("UCC") or by any document securing the Obligations; (c) perform any warranty, covenant or agreement which Debtor has failed to perform under this Agreement; (d) take any other action which Secured Party deems necessary or desirable to protect and/or realize upon the Collateral or the Security Interest. No course of dealing or delay in acceleration of the Obligations or in taking or failing to take any other

action with respect to any Event of Default shall affect Secured Party's right to take such action at a later time. No waiver as to any one default shall affect Secured Party's rights upon any other default. Secured Party may exercise any or all of its Rights on Default concurrently with or independently of and without regard to the provisions of any other document which secures the Obligations.

8. Disposition Of Collateral. The Secured Party may, at its election, at any time or times, upon and after any Event of Default which is then continuing, exercise any and all rights and remedies of a secured party on default under the UCC and all other rights and remedies which are accorded to it by other applicable law, all as the Secured Party may elect, including, without limitation, the right to dispose of the Collateral at any public or private sale. If any notice to Debtor of the sale or other disposition of Collateral is required by then applicable law, seven days' prior notice (or, if longer, the shortest period of time permitted by then applicable law) to Debtor, of the time and place of any public sale of Collateral or any other intended disposition is to be made shall constitute reasonable notification. Secured Party shall incur no liability in case of the failure of the purchaser to pay for the Collateral as so sold, or of the failure of Secured Party to make any sale of Collateral after giving notice thereof, and in case of any such failure, such Collateral may again be sold on the same notice as in the case of an original sale. Any notice under this Agreement shall be in writing and shall be deemed delivered if mailed, postage prepaid, to a party at the principal place of business specified in this Agreement or such other address as may be specified by notice given after the date hereof.

9. Miscellaneous. This Agreement shall inure to the benefit of and shall bind the legal representatives, successors and assigns of the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts and each party consents to the jurisdiction of the courts located within said Commonwealth.

This Agreement shall have the effect of an instrument under seal.

Secured Party:

Citizens Bank of  
Massachusetts

By: Scott Haskell V.P.  
Scott Haskell,  
Vice President

Debtor:

MedSafe, Inc.

By: Peter Sennè  
Peter Sennè,  
President

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

September 13, 2000

Then personally appeared the above-named Scott Haskett, Vice President of Citizens Bank of Massachusetts, and acknowledged the foregoing instrument to be his free act and deed on behalf of Citizens Bank of Massachusetts, before me,

Marc D. Lazar  
Notary Public  
Marc D. Lazar, Esquire  
My Commission expires: July 16, 2004

EXHIBIT A

SECURED PARTY:  
Citizens Bank of Massachusetts

DEBTOR:  
MedSafe, Inc.

The term "Collateral" shall mean all of the following property, and all additions, accessions, substitutions, or replacements thereto and therefor, all products therefrom and proceeds thereof (both cash and non-cash):

REGISTERED U.S. TRADEMARKS

<u>Registration No.</u>	<u>Trademark/Service Mark</u>	<u>Registration Date</u>
2043654	MEDSAFE	March 11, 1997
2043653	MEDSAFE	March 11, 1997
1757373	MEDSAFE	March 9, 1993
1733818	THE SYMBOL OF SAFETY IN HEALTHCARE	November 17, 1992