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

12-28-2000

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

101564240

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

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [X] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 07 28 00

Name: Maxtec, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Maxtec Analytical, Inc.

DBA/AKA/TA:

Composed of:

Address (line 1): 2425 South 900 West

Address (line 2): Suite B

Address (line 3): Salt Lake City (City) Utah (State/Country) 84119 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Utah

[ ] 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.)*

12/27/2000 JJALLAH2 00000123 75603652
01 FC:481 40.00 OP
02 FC:482 175.00 OP

12/27/2000 JJALLAH2 00101446
Name/Number: 75603652
$65.00 CR

FOR OFFICE USE ONLY

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

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 (415) 434-9100

Name Michelle D. Kahn, Esq.

Address (line 1) Sheppard, Mullin, Richter & Hampton, LLP

Address (line 2) Four Embarcadero Center

Address (line 3) 17th Floor

Address (line 4) San Francisco, California 94111

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 26

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)		
75603652	75274771	75274772	1978455	2276534	1931168
75350881	75350882				

Number of Properties

Enter the total number of properties involved. # 8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 280.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 501395

Authorization to charge additional fees: Yes [X] 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.

Michelle D. Kahn, Esq.	[signature]	12/1/00
Name of Person Signing	Signature	Date Signed

ASSIGNMENT OF PATENTS AND TRADEMARKS

WHEREAS, I, Michael D. Norton, am the authorized agent for Maxtec, Inc., hereinafter referred to as "Assignor," to make this Assignment of Patents and Trademarks ("Assignment"); and

WHEREAS, Assignor did obtain certain United States Patents and registered United States Trademarks for certain inventions, logos and other items listed on the attached Exhibit A ("Patents and Trademarks"); and

WHEREAS, Assignor is the owner of said Patents and Trademarks; and

WHEREAS, Maxtec Analytical, Inc., a Utah corporation, hereinafter referred to as "Assignee," whose address is 2425 South 900 West, Suite B, Salt Lake City, Utah 84119, is desirous of acquiring the entire right, title and interest in the same;

NOW, THEREFORE, in consideration of the sum set forth in that certain Asset Purchase Agreement dated as of July 24, 2000 between Assignor and predecessors of Assignee, the receipt whereof is hereby acknowledged, and other good and valuable consideration, I, Assignor, by these presents do sell, assign, transfer and convey unto said Assignee the entire right, title and interest in and to the Patents and Trademarks; the same to be held and enjoyed by the said Assignee for its own use and behoof, and for its legal representatives and assigns, to the full end of the term for which said Patents and Trademarks are granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

EXECUTED this 28TH day of July, 2000, at San Francisco, California.

MICHAEL D. NORTON
Authorized Agent of Assignor

SF:FME\AGR\VAZ\61215806.1
072600

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

On JULY 28, 2000, before me, EDITH Y. WALTERS, Notary Public,

personally appeared MICHAEL D. NORTON, ✓ personally known to me, or ___ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Edith Y. Walters

Signature of Notary Public

EDITH Y. WALTERS
Commission # 1145727
Notary Public - California
San Francisco County
My Comm. Expires Jul 4, 2001

SF:FME\AGR\VAZ\61215806.1
072600

EXHIBIT A

PATENTS AND TRADEMARKS ASSIGNED

1. First Amendment to Subsidiary Patent Collateral Assignment and Security Agreement, dated May 14, 1996, by and between Maxtec, Inc. as Grantor, and Paribas, fka Banque Paribas (as administrative agent of the secured party(s) under that certain Credit Agreement dated March 25, 1996) as Secured Party, regarding:

Registered Owner	Invention Description	Application Number	Application File Date
Maxtec, Inc.	Volume efficient acid balanced galvanic oxygen sensor	08/957,150	October 24, 1997

2. First Amendment to Subsidiary Trademark Security Agreement and Conditional Assignment, dated May 14, 1996, by and between Maxtec, Inc. as Grantor, and Paribas, fka Banque Paribas (as administrative agent of the secured party(s) under that certain Credit Agreement dated March 25, 1996) as Secured Party, regarding those trademarks set forth on the attached **Exhibit 1.**

3. Notice of Recordation of Assignment Document, recorded 8/26/1999, with Maxtec, Inc. as Assignor, and Paribas as Assignee; regarding Security Agreement Abstract, made pursuant to a Subsidiary Trademark Security Agreement dated as of May 14, 1996, and thereafter amended, by Maxtec, Inc. granting to Paribas, fka Banque Paribas (as administrative agent of the secured party(s) under that certain Credit Agreement dated March 25, 1996, as thereafter amended), regarding those trademarks set forth on the attached **Exhibit 2**.

4. Security Agreement Abstract, made pursuant to a Patent Security Agreement dated as of May 14, 1996, and thereafter amended, by Maxtec, Inc. granting to Paribas (fka Banque Paribas) (as administrative agent for the secured party(s) under that certain Credit Agreement dated March 25, 1996, and thereafter amended), regarding the patent set forth on the attached **Exhibit 3.**

5. Financing Statement, recorded 8/25/99 as File #653119, with Maxtec, Inc. as Debtor, and Paribas, fka Banque Paribas (as Administrative Agent for itself and certain other Lenders), as set forth on the attached **Exhibit 4.**

6. Financing Statement, recorded 9/8/99 as File #9925660944, with Maxtec, Inc. as Debtor, and Paribas, fka Banque Paribas (as Administrative Agent for itself and certain other Lenders), as set forth on the attached **Exhibit 5.**

~~EXHIBIT A~~

Registered Owner	United States Trademark Description	Registration Number	Registration Date
Maxtec, Inc.	MAX02	1,931,168	
Maxtec, Inc.	CROSS-TOP	1,978,455	

Registered Owner	United States Trademark Description	Serial Number	Registration Date
Maxtec, Inc.	HANDI	75/350,880	
Maxtec, Inc.	ULTRAMAX	75/350,881	
Maxtec, Inc.	WHEN EVERY BREATH COUNTS	75/350,882	
Maxtec, Inc.	MAXCELL, Class 1	75/274,772	
Maxtec, Inc.	MAXCELL, Class 9	75/274,771	
Maxtec, Inc.	MAXTEX	Not yet assigned	

EXHIBIT 1

EXHIBIT A CONT'D

Registered Owner	Foreign Trademark Description	Country	Registration/ Application Number
Maxtec, Inc.	HANDI	European Community	000627166
Maxtec, Inc.	HANDI	Canada	855,596
Maxtec, Inc.	ULTRAMAX	Canada	855,598
Maxtec, Inc.	MAXCELL	Canada	855,599
Maxtec, Inc.	MAXCELL	European Community	000627323
Maxtec, Inc.	MAXO2	Benelux	612 654
Maxtec, Inc.	MAXO2	Germany	396 18 974
Maxtec, Inc.	MAXO2	Japan	8-24296
Maxtec, Inc.	MAXO2	United Kingdom	2068702

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.
MAX02	1,931,168
CROSS-TOP	1,978,455

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.
HANDI	75/350,880
ULTRAMAX	75/350,881
WHEN EVERY BREATH COUNTS	75/350,882
MAXCELL, Class 1	75/274,772
MAXCELL, Class 9	75,274,771
MAXTEX	Not yet assigned

SF1:358966.1

~~EXHIBIT A~~

U.S. PATENT APPLICATIONS

DATE FILED	DESCRIPTION	APPLICATION NO.
10/24/97	Volume efficient acid based galvanic oxygen sensor	68/957,150

EXHIBIT 3

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

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otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations;

4. all deposit accounts, including all deposit accounts maintained with Secured Party;

5. all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by Debtor and all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, held or used by Debtor in whole or in part, (including, without limitation, the patents listed on Schedule A annexed hereto) all rights (but not obligations) corresponding thereto (including, without limitation, the right (but not the obligation) to sue for past, present and future infringements in the name of Debtor or in the name of Secured Party, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"), all rights and interests pursuant to licensing or other contracts in favor of Debtor pertaining to patent applications and patents presently or in the future owned or used by third parties but, in the case of third parties which are not affiliates of Debtor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties;

6. all general intangibles relating to the Patents;

EXHIBIT 4

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

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7. all trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "**Trademarks**"), and rights and interests in Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by Debtor, in whole or in part, and including all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**") with respect thereto, (including, without limitation, the Tradmarks listed on Schedule A annexed hereto), and all federal, state and foreign registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (the "**Registrations**") therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party or otherwise for past, present and future infringements of the Trademarks, Registrations or Trademark Rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and all goodwill of Debtor's business symbolized by the Trademarks and associated therewith, and all rights and interests pursuant to licensing or other contracts in favor of Debtor pertaining to the Trademarks,

TRADEMARK
REEL: 002200 FRAME: 0636

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

Registrations or Trademark Rights presently or in the future owned or used by third parties.

8. all of the following documents and things in Debtor's possession, or subject to Debtor's right to possession, related to (y) the production, sale and delivery by Debtor, or by any affiliate, licensee or subcontractor of Debtor, of products or services sold or delivered by or under the authority of Debtor in connection with the Trademarks, Registrations or Trademark Rights (which products and services shall include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights); or (z) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by Debtor or any affiliate, licensee or subcontractor of Debtor:

(a) all lists and ancillary documents that identify and describe any of Debtor's customers, or those of its affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the person or persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by Debtor, or the credit,

TRADEMARK
REEL: 002200 FRAME: 0637

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

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payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(b) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights;

(c) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(d) all documents constituting or concerning the then current or proposed advertising and promotion by Debtor or its affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

TRADEMARK
REEL: 002200 FRAME: 0638

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

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9. all other general intangibles (including, without limitation, tax refunds, rights to payment or performance, choses in action and judgments taken on any rights or claims included in the Collateral);

10. all plant fixtures, business fixtures and other fixtures and storage and office facilities, and all accessions thereto and products thereof;

11. all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

12. all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or or in exchange for any or all of the shares of stock of any subsidiary of Debtor (**"Pledged Shares"**);

13. all additional shares of, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock of any issuer of Pledged Shares from time to time acquired by Debtor in any manner, and all dividends, cash, warrants, rights, instruments, and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional shares, securities, warrants, options or other rights; and

TRADEMARK
REEL: 002200 FRAME: 0639

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

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as Administrative Agent, for itself
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101 California Street, Suite 3150
San Francisco, California 94111

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14. all proceeds products, rents and profits of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this financing statement, the term "**proceeds**" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

MAXTEC, INC.

By: _____
Name: DON TAYLOR
Title: VP & CFO

TRADEMARK
REEL: 002200 FRAME: 0640

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.
MAX02	1,931,168
CROSS-TOP	1,978,455

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.
HANDI	75/350,880
ULTRAMAX	75/350,881
WHEN EVERY BREATH COUNTS	75/350,882
MAXCELL, Class 1	75/274,772
MAXCELL, Class 9	75/274,771
MAXTEX	Not yet assigned

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS

TRADEMARK	COUNTRY	REG/APLN. NO.
HANDI	European Community	000627166
HANDI	Canada	855,596
ULTRAMAX	Canada	855,598
MAXCELL	Canada	855,599
MAXCELL	European Community	000627323
MAXO2	Benelux	612 654
MAXO2	Germany	396 18 974
MAXO2	Japan	8-24296
MAXO2	United Kingdom	2068702

TRADEMARK
REEL: 002200 FRAME: 0642

~~SCHEDULE I~~

This Schedule I, consisting of 7 pages, and Schedule A hereto, consisting of an additional 2 pages, is attached to and made a part of a financing statement naming the following parties:

DEBTOR

Maxtec, Inc.
2332 Fourth Street
Berkeley, CA 94107

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

The financing statement to which this Schedule I is attached and of which it is made a part covers all of Debtor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Debtor now has or hereafter acquires an interest, wherever the same may be located and whether the same may be tangible or intangible (the "**Collateral**"):

1. all equipment in all of its forms, all parts thereof and all accessions thereto;

2. all inventory in all of its forms (including, but not limited to, (a) all goods held by Debtor for sale or lease or to be furnished under contracts of service or so leased or furnished, (b) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in Debtor's business, (c) all goods in which Debtor has an interest in mass or a joint or other interest or right of any kind, and (d) all goods which are returned to or repossessed by Debtor) and all accessions thereto and products thereof and all negotiable documents of title (including, without limitation, warehouse receipts, dock receipts and bills of lading) issued by any person or entity covering any such inventory;

3. all accounts, contract rights, chattel paper, documents, instruments, general intangibles and other rights and obligations of any kind and all rights in, to and under all security agreements, leases and other contracts securing or

EXHIBIT 5

TRADEMARK
REEL: 002200 FRAME: 0643

DEBTOR

Maxtec, Inc.
2332 Fourth Street
Berkeley, CA 94107

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

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otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations;

4. all deposit accounts, including all deposit accounts maintained with Secured Party;

5. all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by Debtor and all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, held or used by Debtor in whole or in part, (including, without limitation, the patents listed on Schedule A annexed hereto) all rights (but not obligations) corresponding thereto (including, without limitation, the right (but not the obligation) to sue for past, present and future infringements in the name of Debtor or in the name of Secured Party, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"), all rights and interests pursuant to licensing or other contracts in favor of Debtor pertaining to patent applications and patents presently or in the future owned or used by third parties but, in the case of third parties which are not affiliates of Debtor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties;

6. all general intangibles relating to the Patents;

TRADEMARK
REEL: 002200 FRAME: 0644

DEBTOR

Maxtec, Inc.
2332 Fourth Street
Berkeley, CA 94107

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

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7. all trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "**Trademarks**"), and rights and interests in Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by Debtor, in whole or in part, and including all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**") with respect thereto, (including, without limitation, the Tradmarks listed on Schedule A annexed hereto), and all federal, state and foreign registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (the "**Registrations**") therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party or otherwise for past, present and future infringements of the Trademarks, Registrations or Trademark Rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and all goodwill of Debtor's business symbolized by the Trademarks and associated therewith, and all rights and interests pursuant to licensing or other contracts in favor of Debtor pertaining to the Trademarks,

TRADEMARK
REEL: 002200 FRAME: 0645

DEBTOR

Maxtec, Inc.
2332 Fourth Street
Berkeley, CA 94107

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

Registrations or Trademark Rights presently or in the future owned or used by third parties.

8. all of the following documents and things in Debtor's possession, or subject to Debtor's right to possession, related to (y) the production, sale and delivery by Debtor, or by any affiliate, licensee or subcontractor of Debtor, of products or services sold or delivered by or under the authority of Debtor in connection with the Trademarks, Registrations or Trademark Rights (which products and services shall include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights); or (z) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by Debtor or any affiliate, licensee or subcontractor of Debtor:

(a) all lists and ancillary documents that identify and describe any of Debtor's customers, or those of its affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the person or persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by Debtor, or the credit,

TRADEMARK
REEL: 002200 FRAME: 0646

DEBTOR

Maxtec, Inc.
2332 Fourth Street
Berkeley, CA 94107

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

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payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(b) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights;

(c) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(d) all documents constituting or concerning the then current or proposed advertising and promotion by Debtor or its affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

TRADEMARK
REEL: 002200 FRAME: 0647

DEBTOR

Maxtec, Inc.
2332 Fourth Street
Berkeley, CA 94107

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

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9. all other general intangibles (including, without limitation, tax refunds, rights to payment or performance, choses in action and judgments taken on any rights or claims included in the Collateral);

10. all plant fixtures, business fixtures and other fixtures and storage and office facilities, and all accessions thereto and products thereof;

11. all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

12. all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or or in exchange for any or all of the shares of stock of any subsidiary of Debtor (**"Pledged Shares"**);

13. all additional shares of, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock of any issuer of Pledged Shares from time to time acquired by Debtor in any manner, and all dividends, cash, warrants, rights, instruments, and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional shares, securities, warrants, options or other rights; and

TRADEMARK
REEL: 002200 FRAME: 0648

DEBTOR

Maxtec, Inc.
2332 Fourth Street
Berkeley, CA 94107

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

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14. all proceeds products, rents and profits of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this financing statement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

MAXTEC, INC.

By: [signature]
Name: Don Tayuk
Title: Secretary

TRADEMARK
REEL: 002200 FRAME: 0649

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.
MAX02	1,931,168
CROSS-TOP	1,978,455

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.
HANDI	75/350,880
ULTRAMAX	75/350,881
WHEN EVERY BREATH COUNTS	75/350,882
MAXCELL, Class 1	75/274,772
MAXCELL, Class 9	75/274,771
MAXTEX	Not yet assigned

RECORDED: 12/04/2000

TRADEMARK
REEL: 002200 FRAME: 0650