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04-11-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
**TRADEMARK**

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Our Ref.: 35846-0002

101671991

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ics).

<p><b>Submission Type</b> <u>3-27-01</u></p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____</p> <p><input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____</p> <p><input type="checkbox"/> Corrective Document Reel # _____ Frame # _____</p>	<p><b>Conveyance Type</b></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> License</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment</p> <p><input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Change of Name</p> <p>Other _____</p> <p style="text-align: right;">Effective Date Month Day Year <u>February 28, 2001</u></p>
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**Conveying Party** \_\_\_\_\_  Mark if additional names of conveying parties attached

Name Occulogix Corporation Execution Date  
Month Day Year  
February 28, 2001

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization Florida

**Receiving Party** \_\_\_\_\_  Mark if additional names of receiving parties attached

Name Asahi Medical Co., Ltd.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 9-1, Kanda Mitoshirocho

Address (line 2) Chiyoda-ku, Tokyo, JAPAN 101-8482

Address (line 3) \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Corporation  Association

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01 FC:481 40.00 OP

02 FC:482 25.00 OP

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization JAPAN

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03-27-2001

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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. 200231

**TRADEMARK**  
**REEL: 002271 FRAME: 0125**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Keri A. Christ, Esq.  
Address (line 1) C/o TMSU, MORGAN, LEWIS & BOCKIUS LLP  
Address (line 2) 1800 M Street, N.W.  
Address (line 3) Washington, D.C. 20036  
Address (line 4) \_\_\_\_\_

**Correspondent Name and Address**

Area Code and Telephone Number (212) 309-7017

Name Keri A. Christ, Esq.  
Address (line 1) C/o TMSU, MORGAN, LEWIS & BOCKIUS LLP  
Address (line 2) 1800 M Street, N.W.  
Address (line 3) Washington, D.C. 20036

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# 7

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers are attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)  
75/616,007

Registration Number(s)  
2,207,501

**Number of Properties** Enter the total number of properties involved. 2

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00

Method of Payment: Enclosed  Deposit Account \_\_\_\_\_

Deposit Account

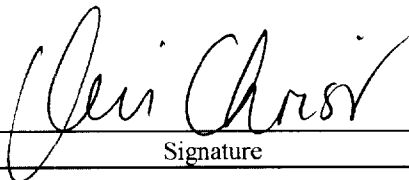
(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: \_\_\_\_\_

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.*

Keri A. Christ, Esq.  
Name of Person Signing

  
Signature

March 26, 2001  
Date Signed

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is made this 28<sup>th</sup> day of February, 2001, by and between Occulogix Corporation, a corporation organized and existing under the laws of Florida having its principal place of business at 2575 Ulmerton Road, Suite 210, Clearwater, Florida 33762, the United States of America (the "Borrower"), and Asahi Medical Co., Ltd. a corporation organized and existing under the laws of Japan, having its principal place of business at 9-1, Kanda Mitoshirocho, Chiyoda-ku, Tokyo, 101-8482 Japan (the "Lender").

WHEREAS, Borrower is the owner of the U.S. trademark registrations listed on the attached Schedule A (collectively the "Trademarks");

WHEREAS, pursuant to the Secured Fixed Rate Note dated February 28, 2001 (the "Note") between Borrower and Lender, Borrower has granted to Lender a security interest in certain of its assets (including the Trademarks and the goodwill associated therewith) to secure the performance of the Obligations of Borrower under the Note; and

WHEREAS, Borrower and Lender by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. **Grant of Security Interest.** Borrower hereby grants to Lender a first priority security interest in all of Borrower's right, title and interest in, to and under each of the Trademarks and trademark rights and all of the goodwill associated therewith and symbolized thereby, and more specifically set forth below (collectively, the "Trademark Collateral") to secure payment and performance of all Obligations of Borrower to Lender, pursuant to the Note.

Without limiting the security interest granted under the Note, the Collateral shall include the following:

(a) Each of the Trademarks, and any and all right, title and interests in, to and under the Trademarks, including without limitation, the trademark applications and registrations listed on Schedule A attached hereto, any Internet domain name rights in the Trademarks, and any Trademark rights which are presently, or in the future may be, owned, created, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, with respect to the Trademarks throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to maintain, renew and extend such Trademarks and trademark rights;

(b) All of Borrower's right, title and interest, in and to the Trademarks and trademark applications and registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Borrower's right, title and interest to register claims to the Trademarks under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the Trademark applications, registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Lender for past, present and future infringements of the Trademarks, applications, registrations or Trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(d) All tangible and intangible property relating to or necessary to conduct the business conducted and proposed to be conducted under the Trademarks; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. **Representations and Warranties.** Borrower hereby represents and warrants to the Lender the following:

(a) A true and complete schedule setting forth all United States federal and state trademark registrations for RHEOTHERAPY and RHEOPHERESIS (the "Trademarks") owned or controlled by Borrower or licensed to Borrower, together with full information in respect of the filing or issuance thereof and maintenance and expiration dates is set forth on Schedule A;

(b) Each of the Trademarks and trademark applications and registrations is valid and enforceable, and Borrower is not presently aware of any past, present or prospective claim by any third party that any of the Trademarks are invalid or unenforceable, or that the use of any of the Trademarks violates the rights of any third person, or of any basis for any such claims;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks and trademark applications and registrations free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use, or shall use, proper statutory notice in connection with its use of each of the Trademarks;

(e) Borrower has used and will continue to use consistent standards of high quality (which may be consistent with Borrower's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Trademarks, including, to the extent applicable, in the operation and maintenance of its manufacturing operations, and will continue to maintain the validity and integrity of the Trademarks;

(f) Except for the filing of financing statements under the Uniform Commercial Code to perfect the security interests created hereunder, and the recordation of this Agreement in the United States Patent & Trademark Office against the Trademark applications and registrations, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Lender of its rights hereunder to the Collateral in the United States.

3. **After-Acquired Trademark Rights.** If Borrower shall obtain any new rights in, to or under any of the Trademarks, including without limitation any new trademarks that are confusingly similar to any of the Trademarks, and any registration, renewal, maintenance or extension of any application or registration for the Trademarks (the "After-Acquired Trademark Rights") the provisions of this Agreement shall automatically apply thereto. Borrower shall give written notice to Lender at the end of any quarter in which Borrower adopts or acquires any such After-Acquired Trademark Rights. Borrower shall bear any expenses incurred in connection with future applications for Trademark registration.

4. **Litigation and Proceedings.** Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral, except to the extent that failure to protect any such property would not have a material adverse effect on the business of Borrower. Borrower shall provide to Lender any information with respect thereto requested by Lender. Borrower shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall promptly notify Lender of (1) the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding the validity of the Trademarks or trademark rights, Borrower's claim of ownership in any of such Trademarks, its right to apply for the same, or its right to register and maintain such trademark rights, and (2) any acts which Borrower believes constitute an infringement of any of the Trademarks or violate or infringe upon any right of Lender.

5. **Governing Law.** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law (whether of New York State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

6. All capitalized terms not defined herein shall have the meanings ascribed to them in the Note. In the event of any conflict between this Agreement and the Note, the provisions of the Note shall govern.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Obligations (as defined in the Note) have been fully and indefeasibly paid and performed, the Lender shall execute and deliver to the Borrower, at the Borrower's expense, without

representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Lender in the Patent Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Note.

IN WITNESS WHEREOF, the Borrower and Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

OCCULOGIX CORPORATION

By: Ray B. G.

ASAHI MEDICAL CO., LTD.

By: \_\_\_\_\_

STATE OF *Florida* )

COUNTY OF *Pinellas* ) SS.:

On the ~~28<sup>th</sup>~~ <sup>*7<sup>th</sup>*</sup> day of ~~February~~ <sup>*March*</sup>, in the year 2001, before me personally appeared the above-named, *Ray Gonzalez*, and acknowledged the foregoing instrument to be the free act and deed of Occulogix Corporation, before

*Julie B. Mores*

Notary Public

My commission expires: \_\_\_\_\_



Julie B Mores

★ My Commission CC787142

Expires December 8, 2002

5. All capitalized terms not defined herein shall have the meanings ascribed to them in the Note. In the event of any conflict between this Agreement and the Note, the provisions of the Note shall govern.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Obligations (as defined in the Note) have been fully and indefeasibly paid and performed, the Lender shall execute and deliver to the Borrower, at the Borrower's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Lender in the Patent Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Note.

IN WITNESS WHEREOF, the Borrower and Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

OCCULOGIX CORPORATION

By: \_\_\_\_\_

ASAHI MEDICAL CO., LTD.

By: A. Isobe

Akihiro Isobe  
President



**SCHEDULE A  
TO A TRADEMARK SECURITY AGREEMENT  
BETWEEN OCCULOGIX CORPORATION (Borrower)  
AND  
ASAHI MEDICAL CO., LTD. (Lender)  
DATED: As of February 28, 2001**

**TRADEMARKS (FEDERAL)**

<b>Trademark</b>	<b>Reg. /Serial No.</b>	<b>Status</b>
RHEOTHERAPY	2,207,551	REGISTERED 12/1/98 SECTION 8 DUE: 12/1/04
RHEOPHERESIS	75/616007	Filed 1/5/99 Pending Intent to Use application