



7-6-01

101769500

To the Honorable Commissioner of P.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Onux Medical, Inc.

7-6-01

- Individuals  Association
- General Partnership  Limited Partnership
- Corporate-State Delaware
- Other

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: June 19, 2001

2. Name and address of receiving party(ies):

Name: Fleet National Bank

Internal Address:

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designation 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)

1. 76-067,312 (6/9/00)
2. 75-706,372 (5/14/99)
3. 75-846,162 (11/10/99)
4. 75-786,091 (8/26/99)
5. 75-846,160 (11/10/99)

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

None

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

Name: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

5

7. Total fee (37 CFR 3.41)..... \$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

(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.

Judy Radoccia

Name of Person Signing

Signature

7/3/01

Date

Total number of pages including cover sheet, attachments, and document 5

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

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07/06/2001 00000148 76067312  
D1 FC:481  
D2 FC:482

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, ONUX MEDICAL, INC., a Delaware corporation, with a principal place of business at 5 Merrill Drive, Hampton, NH 03842 (the "Company") and FLEET NATIONAL BANK, with a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated June 13, 2001 (the "Security Agreement") and are also parties to a related letter agreement (the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other

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**TRADEMARK**  
**REEL: 002323 FRAME: 0894**

instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

ONUX MEDICAL, INC.

FLEET NATIONAL BANK

By: Curtis O. Lintvedt  
Name: CURTIS O. LINTVEDT  
Title: CFO

By: [Signature]  
Its Vice President

STATE OF NEW HAMPSHIRE )  
 ) ss.  
COUNTY OF Rockingham )

Then personally appeared before me the above-named Curtis O. Lintvedt, the CFO of Onux Medical, Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 19<sup>th</sup> day of June, 2001.

[Signature]  
Notary Public  
My commission expires:

CASSANDRA A. SLINEY, Notary Public  
My Commission Expires September 20, 2005

**SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
	None.	

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
SALUTE	76-067,312/June 9, 2000	Surgical apparatus, including but not limited to suturing instruments, sutures, graspers, tissue attachment apparatus, tissue closure apparatus, vascular closures, apparatus for the attachment of grafts and prostheses, and the like
ONUX	75-706,372/May 14, 1999	Endoscopic suturing instruments
VOILA	75-846,162/November 10, 1999	Surgical apparatuses, namely, suturing instruments, sutures, graspers, tissue attachment apparatus, tissue closure apparatus, vascular closures, apparatus for the attachment of grafts and prosthesis
TOUCHE	75-786,091/August 26, 1999	Surgical apparatuses, namely, suturing instruments, sutures, graspers, tissue attachment apparatus, tissue closure apparatus, vascular closures, apparatus for the attachment of grafts and prosthesis
Design Only	75-846,160/November 10, 1999	Surgical apparatuses, namely, suturing instruments, sutures, graspers, tissue attachment apparatus, tissue closure apparatus, vascular closures, apparatus for the attachment of grafts and prosthesis

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