

03-13-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2/13/02 Meridian Medical Technologies, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

2. Name and address of receiving party(ies) Name: Fleet National Bank Internal Address: Street Address: 7111 Valley Green Road City: Fort Washington State: PA Zip: 19034 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Banking Association

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: January 31, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/226,524 75/470,962; 75/470,963; 76/308,685 76/208,676; 75/630,993; 78/018,255 75/154,290; 75/607,853; 75/410,447

B. Trademark Registration No.(s) 600,077; 2,157,050; 1,214,758; 1,040,829; 1,481,501; 784,890; 1,201,906; 914,015; 1,207,805; 1,288,834

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher M. Turk, Esquire Internal Address: 9th Floor Street Address: Blank Rome Comisky & McCauley LLP One Logan Square City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 24 7. Total fee (37 CFR 3.41): \$ 615.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 02-2555

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. Christopher M. Turk, Esquire Name of Person Signing Signature Date 2/13/02

Total number of pages including cover sheet, attachments, and document: 23

03/12/2002 LNUELLER 00000000 76226524 01 FC:441 40.00 OP 02 FC:442 575.00 OP

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

TRADEMARK REEL: 002459 FRAME: 0930

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1 Name of conveying party(ies):

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: \_\_\_\_\_  
Internal Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,685,613  
1,760,636; 1,701,601 ; 907,616

Additional number(s) attached  Yes  No

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

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

Street Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: .....

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

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.*

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement"), dated January 31, 2002, is entered into by **Meridian Medical Technologies, Inc.**, a Delaware corporation ("Pledgor"), with an address of 10240 Old Columbia Road, Columbia, MD 21046, and delivered to Fleet National Bank ("Lender"), with an address of 7111 Valley Green Road, Mail Stop: PA RP 08301G, Fort Washington, PA 19034.

### BACKGROUND

A. This Agreement is being executed in connection with that certain Loan and Security Agreement, dated of even date herewith, by and between Pledgor and Lender, as amended, supplemented, restated, replaced, or otherwise modified, from time to time ("Loan Agreement"). Capitalized terms used but not defined herein shall have the meanings given to such terms in, or by reference in, the Loan Agreement.

B. As security for all Obligations (as defined under the Loan Agreement), Pledgor is granting Lender a lien on and security interest in certain assets of Pledgor associated with or relating to products leased or sold under Pledgor's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets, trademarks, servicemarks and tradenames under the terms and conditions set forth therein.

C. Pledgor has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

D. Pursuant to the Loan Agreement, Lender is acquiring a lien on, and security interest in, the Trademarks and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of the Obligations, and desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Pledgor grants a lien and security interest to Lender, in all of its present and future right, title and interest in and to the Trademarks, together with all the goodwill of Pledgor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor hereby covenants and agrees to maintain the Trademarks (except such

Trademarks that the Pledgor reasonably determines are not material to its business) in full force and effect until all of the Obligations are satisfied in full.

3. Pledgor represents, warrants and covenants that:

a. The Trademarks are subsisting, except for those Trademarks not yet used in commerce and have not been adjudged invalid or unenforceable by a court of competent jurisdiction;

b. To the best of Pledgor's knowledge, each of the Trademarks is valid and enforceable;

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

d. Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

e. Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. § 1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where the failure to comply would not have or could not be expected to have a material adverse effect on the financial condition, business or Property of Pledgor; and

f. Pledgor has used, and will continue to use for the duration of this Agreement, appropriate standards of quality, consistent with the standards of quality applicable to products sold under the Tradenames as of the date hereof, in products leased or sold under the Trademarks and hereby grants to Lender (with no obligation of any kind upon Lender to do so) the right to visit, upon prior notice, Pledgor's locations which manufacture, process, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure Pledgor's compliance with this paragraph 3(f).

4. Pledgor further covenants that:

a. Until all of the Obligations have been satisfied in full, it will not enter into any agreement (other than agreements that do not materially adversely affect the value of the Trademarks), including without limitation, license agreements or options, which are inconsistent with Pledgor's obligations under this Agreement or any obligations under the Loan Agreement or which restrict or impair Lender's rights hereunder.

b. If Pledgor shall acquire or hold any new Trademarks not listed on Schedule A attached hereto ("Additional Trademarks"), then (i) the provisions of this Agreement shall be

deemed to automatically apply thereto and such Additional Trademarks shall be deemed part of the Trademarks, (ii) Pledgor shall give Lender prompt written notice thereof, and (iii) Pledgor shall promptly deliver to Lender with respect to such Additional Trademarks, a Supplement to Trademark Security Agreement in the form attached hereto as Exhibit 1, duly completed and executed by Pledgor and accompanied by a fully completed Schedule A-1 with respect to such Additional Trademarks. Each Schedule A-1 attached to each such Supplement to Trademark Security Agreement shall be incorporated and become a part of Schedule A attached hereto and all references to Schedule A contained in this Agreement, the Loan Agreement, or any other Loan Documents shall be deemed, for all purposes, to also include each such Schedule A-1.

5. So long as this Agreement is in effect and so long as Pledgor has not received notice from Lender that an Event of Default has occurred and is continuing under the Loan Agreement and that Lender has elected to exercise its rights hereunder, other than in connection with a license or option permitted hereby, Pledgor shall continue to have the exclusive right to use the Trademarks and Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Lender other than a license or option entered into in the ordinary course of Pledgor's business and in connection with an arms-length transaction not otherwise prohibited by the Loan Agreement.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Pledgor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default under the Loan Agreement and while such Event of Default exists, Pledgor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit "2." Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all of the Obligations are satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and

remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all of the Obligations, Lender shall execute and deliver to Pledgor all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at either the Base Rate or the rate prescribed in Section 2.1.1 of the Loan Agreement applicable to the Revolving Credit Loans.

12. Subject to the terms of the Loan Agreement and except with respect to such Trademarks that the Pledgor reasonably determines are not material to its business, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter (unless prosecuting such application or registration is not in Pledgor's best business judgment), until all of the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Lender, Pledgor shall make federal application on registrable but unregistered trademarks belonging to Pledgor. Any reasonable expenses incurred in connection with such applications shall be borne by Pledgor. The Pledgor shall not abandon any Trademark (except such Trademarks that the Pledgor reasonably determines are not material to its business) without the prior written consent of the Lender.

13. Pledgor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender, in its capacity as Lender, may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender in full for all reasonable costs and expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any

delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Pledgor and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

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17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania, without regard to its otherwise applicable principles of conflicts of laws.

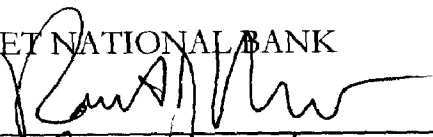
19. **Pledgor and Lender each waives any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MERIDIAN MEDICAL TECHNOLOGIES, INC.

By:   
Name: Demis Obrien  
Title: VP

Approved and Accepted:

FLEET NATIONAL BANK  
By:   
Name: ROBERT J. MURRICK  
Title: VICE PRESIDENT



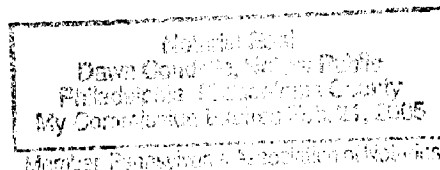
**CORPORATE ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF PHILADELPHIA :

On this 30<sup>th</sup> day of January, 2002, before me personally appeared Dennis O'Brien, who being duly sworn, deposes and says that he/she is the Vice President of Meridian Medical Technologies, Inc., the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

*Randello*

Notary Public



**SCHEDULE A**  
**Trademarks**

<b>PENDING TRADEMARK APPLICATIONS</b>			
<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Country</b>
Diaject (for U.S.)	76.226,524	3/16/01	U.S.
Lidojector (for U.S.)	907,616	3/16/01	U.S.
Meridian Medical Technologies (for U.S.)	75/470,962	4/20/98	U.S.
Meridian Medical Technologies (for U.S.)	75/470,963	4/20/93	U.S.
Meridian Pharma (for U.S.)	76/308685	2/12/01	U.S.
Meridian Pharmaceuticals (for U.S.)	76/208676	2/12/01	U.S.
Multiject (for U.S.)	75/630,993	2/1/99	U.S.
Perfect Fill (for U.S.)	78/18255	7/25/00	U.S.
Prime ECG (for U.S.)	75/154290	8/22/96	U.S.
Truject (for U.S.)	75/607,853	12/16/98	U.S.
Whisper Point (for U.S.)	75/410,447	12/23/97	U.S.

<b>REGISTERED TRADEMARKS</b>			
<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>
Atropen (for U.S.)	600077	12/28/54	U.S.
Binaject (for U.S.)	2157050	5/12/98	U.S.
Binaject (for GB)	1474115	10/1/93	UK
Cardio Beeper (for Benelux)	353154	5/12/78	Belgium, Luxembourg, Netherlands
Cardio Beeper (for France)	1293397	1/31/75	France
Cardio Beeper (for Germany)	942119	1/22/75	Germany
Cardio Beeper (for Israel)	40288	1/22/75	Israel
Cardio Beeper (for Italy)	722969	1/24/75	Italy
Cardio Beeper (for Sweden)	151497	5/16/75	Sweden
Cardio Beeper (for U.S.)	1214758	11/2/82	U.S.
Combo Pen (for U.S.)	1040829	6/8/76	U.S.
Cytoguard (for U.S.)	1481501	3/22/88	U.S.
Device (for U.S.)	784890	2/9/65	U.S.
Infantrode (for U.S.)	1201906	7/20/82	U.S.
Lidopen (for Australia)	A505706	2/28/89	Australia
Lidopen (for Israel)	71757	12/6/92	Israel

Lidopen Auto-Injector (for U.S.)	914015	6/8/71	U.S.
Mediject (for GB)	1474130	10/1/93	UK
Medimech (for GB)	1472805	8/5/94	UK
Soluject (for U.S.)	1207805	9/14/82	U.S.
Speedfit (for U.S.)	1288834	8/7/84	U.S.
STI (for U.S.)	1685613	5/5/92	U.S.
STI (for U.S.)	1760636	3/23/93	U.S.
Survival Technology Inc. (for U.S.)	1701601	7/21/92	U.S.

**EXHIBIT 1**  
**Supplement to Trademark Security Agreement**

This Supplement to Trademark Security Agreement ("Supplement"), dated \_\_\_\_\_, is entered into by **Meridian Medical Technologies**, a Delaware corporation ("Pledgor"), with an address of 10240 Old Columbia Road, Columbia, MD 21046, and delivered to Fleet National Bank ("Lender"), with an address of 7111 Valley Green Road, Mail Stop: PA RP 08301G, Fort Washington, PA 19034.

**BACKGROUND**

A. This Supplement is being delivered in connection with that certain Loan and Security Agreement, dated January , 2002, by and between Pledgor and Lender), as amended, supplemented, restated, replaced, or otherwise modified, from time to time ("Loan Agreement"), and that certain Trademark Security Agreement, dated January , 2002, by and between Pledgor and Lender, as amended, supplemented, restated, replaced, or otherwise modified from time to time ("Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. Pursuant to the Loan Agreement and the Trademark Security Agreement, Pledgor granted to Lender a lien on and security interest in all of Pledgor's Trademarks (as defined therein).

C. Pledgor has acquired certain additional trademarks, servicemarks and tradenames as set forth on Schedule A-1 attached hereto and made part hereof (collectively, "Additional Trademarks").

D. Pledgor and Lender desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming Lender's lien on and security interest in the Additional Trademarks, as more fully set forth in the Trademark Security Agreement and for recording in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Pledgor grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Additional Trademarks, together with all the goodwill of Pledgor associated with and represented by the Additional Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor acknowledges and confirms that the rights and remedies of Lender with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Loan Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Loan

Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule A to the Trademark Agreement (and Schedule A to Exhibit 2 of the Trademark Agreement) is hereby supplemented by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the Loan Agreement, Trademark Security Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

MERIDIAN MEDICAL TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

Approved and Accepted:  
FLEET NATIONAL BANK  
By: \_\_\_\_\_  
Name:  
Title

**CORPORATE ACKNOWLEDGMENT**

UNITED STATES OF AMERICA                             :  
STATE OF \_\_\_\_\_   :  
COUNTY OF \_\_\_\_\_   :           SS

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_ , before me personally appeared \_\_\_\_\_, who being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

\_\_\_\_\_  
Notary Public

**SCHEDULE A-1**  
**Trademarks**

<b>PENDING TRADEMARK APPLICATIONS</b>			
<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Country</b>

<b>REGISTERED TRADEMARKS</b>			
<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>

**EXHIBIT 2**  
**Trademark Assignment**

WHEREAS, **Meridian Medical Technologies, Inc.**, a Delaware corporation ("Pledgor") is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof ("Trademarks"), which are registered in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable; and

WHEREAS, \_\_\_\_\_ ("Grantee") having a place of business at \_\_\_\_\_ is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith. No rights or duties of any kind are intended to be granted or conferred upon Grantee unless and until this Trademark Assignment is recorded with the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Meridian Medical Technologies, Inc.

By: \_\_\_\_\_  
As Attorney-in-Fact



**CORPORATE ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF \_\_\_\_\_ : SS  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

\_\_\_\_\_  
Notary Public

**SCHEDULE A**  
**Trademarks**

<b>PENDING TRADEMARK APPLICATIONS</b>			
<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Country</b>

<b>REGISTERED TRADEMARKS</b>			
<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>

**POWER OF ATTORNEY**

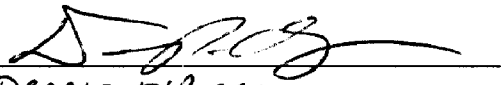
The undersigned, **Meridian Medical Technologies, Inc.**, a Delaware corporation ("Pledgor"), executes and delivers to **Fleet National Bank**, its successors and assigns, and any officer or Lender thereof ("Grantee") this Power of Attorney pursuant to that certain Loan and Security Agreement, dated January , 2002, by and between Pledgor and Lender, as amended, supplemented, restated, replaced, or otherwise modified, from time to time ("Loan Agreement").

Pledgor hereby authorizes Grantee as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement, of even date herewith, by and between Pledgor and Grantee (as amended, supplemented, restated, superseded or replaced from time to time, "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

Any action taken pursuant hereto is intended to be so given or taken pursuant to the Loan Agreement. Pledgor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Pledgor has executed this Power of Attorney on this 31 day of January, 2002

MERIDIAN MEDICAL TECHNOLOGIES, INC.

By:   
Name: DENNIS O'BRIEN  
Title: VP

**CORPORATE ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF PHILADELPHIA :

On this 30<sup>th</sup> day of January, 2002, before me personally appeared Dennis O'Brien, who being duly sworn, deposes and says that he/she is the Vice President of Meridian Medical Technologies, Inc., the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

D. Landella  
Notary Public

