

04-16-2002

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies):

Augustine Medical, Inc.

4-16-02

- Individual(s), General Partnership, Corporation-State (checked), Other, Association, Limited Partnership

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

3. Nature of conveyance:

- Assignment, Security Agreement (checked), Other, Merger, Change of Name

Execution Date: March 27, 2002

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 11 West Monroe Street

City: Chicago State: IL ZIP: 60603

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (checked) (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)

78101218 only; Please note that additional trademarks and trademark applications have been filed pursuant to that certain*

B. Trademark Registration No.(s)

*Trademark Collateral Agreement filed on March 31, 2000 in Reel 002042, Frame 0826.

Additional numbers attached? Yes No

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

RETURN TO: FEDERAL RESEARCH CORP 400 SEVENTH STREET NW SUITE 101 WASHINGTON DC 20004

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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.

Gregory T. Pealer

Name of Person Signing

Signature

April 11, 2002

Date

Total number of pages including cover sheet, attachments, and document: 9

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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40.00 DP

TRADEMARK REEL: 002483 FRAME: 0365

FIRST AMENDMENT TO TRADEMARK COLLATERAL AGREEMENT

This First Amendment to Trademark Collateral Agreement dated March 27, 2002 (this "*Amendment*") between HARRIS TRUST AND SAVINGS BANK (the "*Assignee*") and AUGUSTINE MEDICAL, INC., a Minnesota corporation (the "*Assignor*"):

WITNESSETH

WHEREAS, the Assignor and the Assignee, as agent on behalf of the lenders, have heretofore entered into a Security Agreement dated as of March 21, 2000 (the "*Original Security Agreement*") and a Credit Agreement, dated as of March 21, 2000 (the "*Original Credit Agreement*");

WHEREAS, the Assignor and the Assignee have heretofore entered into a Trademark Collateral Agreement dated as of March 21, 2000 (the "*Trademark Agreement*") to secure the Assignor's obligations to the Assignee and the lenders under the Original Credit Agreement;

WHEREAS, the Assignor and the Assignee have entered into an Amended and Restated Credit Agreement and an Amended and Restated Security Agreement, each dated as of the date hereof;

WHEREAS, the parties hereto desire to amend the Trademark Agreement as set forth herein;

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. The term "*Credit Agreement*" as use in the first paragraph of the Trademark Agreement shall refer to the Amended and Restated Credit Agreement dated as of the date hereof, among the Assignor, the lenders party thereto and the Assignee, individually and as agent, as the same may be amended, modified, supplemented and/or restated from time to time.
2. The term "*Security Agreement*" as defined in the first paragraph of the Trademark Agreement shall refer to the Amended and Restated Security Agreement dated as of the date hereof, between the Assignor and the Assignee, as administrative agent, as the same may be amended, modified, supplemented and/or restated from to time.
3. Schedule A-1 of the Trademark Agreement shall be deleted and replaced with Schedule A-1 attached hereto.

Except as specifically amended herein, the Trademark Agreement shall continue in full force and effect in accordance with its terms. Reference to this specific amendment need not be made in any note, document, agreement, letter, certificate, the Trademark Agreement itself, or any communication issued or made subsequent to or with respect to the Trademark Agreement, it being hereby agreed that any reference to the Trademark Agreement shall be sufficient to refer to

the Trademark Agreement as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Trademark Agreement. This instrument shall be construed and governed by and in accordance with the internal laws of the State of Illinois.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of the date first above written

HARRIS TRUST AND SAVINGS BANK, as Agent

By *Robin Compton-Erdich*
Its Vice President

AUGUSTINE MEDICAL, INC.

By *Dr. P. L. Van Klee*
Its CFO

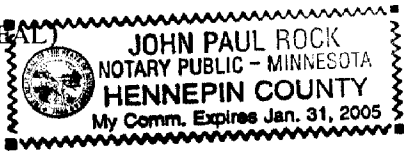
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MAY 16 1988
HARRIS TRUST AND SAVINGS BANK

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

I, John Paul Rock, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paulon Luman, Chief Financial Officer of Augustine Medical, Inc., a Minnesota corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CEO, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of March, 2002.

(NOTARIAL SEAL)



[Handwritten Signature]
Notary Public

John Paul Rock
(Type or Print Name)

My Commission Expires:

STATE OF Illinois)
) SS
COUNTY OF COOK)

I, Maureen Goggin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alvin Conger - Erdicott, VICE PRESIDENT of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of April, 2002.

(NOTARIAL SEAL)

Maureen Goggin
Notary Public

My Commission Expires:

Maureen Goggin
(Type or Print Name)



SCHEDULE A-1

REGISTERED FEDERAL TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country/State</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Class</u>	<u>Filed</u>	<u>Registered</u>
241 stylized®	USA	74/573,124	1,942,376	10	9/13/94	12/19/95
Active Wound Therapy®	USA	75/243,997	2,177,574	10	2/19/97	7/28/98
Arc stylized for Warm-UP	USA	75/325,138	2,271,054	5,10	7/16/97	8/17/99
Augustine Medical International Corporation/ stylized light bulb/Bright IdeasThat Work	USA	75/355,560		5,10	9/12/97	
Augustine Medical with stylized light bulb	USA	75/325,266	2,341,688	5,10	7/16/97	4/11/00
Augustine Medical, Inc.	USA	75/426,640	2,277,413	10	1/30/98	9/14/99
Augustine Medical, Inc. ®	USA	75/160,213	2,093,121	10	9/4/96	9/2/97
Augustine Medical/stylized light bulb/Bright Ideas That Work	USA	75/325,452	2,243,631	5,10	7/16/97	5/4/99
Bair Hugger plus design®	USA	75/088,032	2,085,579	10	4/15/96	8/5/97
Bair Hugger plus design®	USA	74/037,176	1,626,928	10	3/12/90	12/11/90
Bair Hugger®	USA	75/088,042	2,087,204	10	4/15/96	8/12/97
Bair Hugger®	USA	73/798,197	1,574,673	10	5/8/89	1/2/90
Bright IdeasThat Work®	USA	75/496,746	2,255,671	10	6/5/98	6/22/99
Design for Ranger fluid warmer	USA	75/694,813		10	4/30/99	
Discover the Healing Power of Warmth	USA	75/609,266		10	12/11/98	
GO2	USA	75/365,915	2,355,721	10	9/30/97	6/6/00
GO2 and Design	USA	75/879,288		10	12/23/99	
GO2 Glottic Aperture Seal	USA	75/879,287		10	12/23/99	
Airway and Design	USA	75/326,256	2,341,689	5,10	7/16/97	4/11/00
Light bulb stylized	USA	74/237,841	1,715,416	10	1/15/92	9/15/92
Lung Stylized®	USA	75/088,026	2,039,065	10	4/15/96	2/18/97
Lung Stylized®	USA	75/426,432	2,238,673	10	1/30/98	4/13/99
Polarair®	USA	75/399,338	2,291,495	10	12/3/97	11/9/99
Ranger	USA	75/371,418		5,10	10/10/97	
The Standard of Caring	USA	75/088,089	2,043,564	10	4/15/96	3/11/97
Total Temperature	USA					

<u>Trademark</u>	<u>Country/State</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Class</u>	<u>Filed</u>	<u>Registered</u>
Management®	USA	74/410,893	1,906,420	10	7/7/93	7/18/95
Total Temperature Management®	USA	75/243,994	2,221,977	10	2/19/97	2/2/99
Warm-Up®	USA	75/321,611	2,187,587	5	7/9/97	9/8/98
Warm-Up®	USA	78101218			1/7/02	

REGISTERED STATE TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country/State</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Class</u>	<u>Filed</u>	<u>Registered</u>
Warm-Up®	California	10/24/97	103116	10		11/7/97
Warm-Up®	Illinois		81334	T-44		10/28/97
Warm-Up®	Minnesota		27006	10	1/8/98	1/12/98
Warm-Up®	Texas		57851	10	6/4/98	6/10/98

REGISTERED FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country/State</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Class</u>	<u>Filed</u>	<u>Registered</u>
Bair Hugger plus design®	France	92/447079	92/447079	10	12/22/92	12/22/92
Ranger	Argentina	2225928		10	6/25/99	
Augustine Medical Bright IdeasÉThat Work	Australia	797524	797524	5,10	6/17/99	6/15/99
Bair Hugger	Australia	797525	797525	10	6/17/99	6/17/99
Bair Hugger + Design	Australia	797523	797523	10	6/17/99	6/17/99
Ranger	Australia	797535		10	6/17/99	
Total Temperature Management	Australia	797526		10	6/17/99	
Warm-Up	Australia	785127	785127	10	2/10/99	7/31/00
Bair Hugger plus design®	Benelux	788935	524316	10	11/17/92	11/17/92

<u>Trademark</u>	<u>Country/State</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Class</u>	<u>Filed</u>	<u>Registered</u>
Ranger	Brazil	821822322		10	7/16/99	
Warm-Up	Brazil	821564579		9	4/19/99	
Bair Hugger plus design®	Canada	743,479	448,304	10	12/14/93	9/29/95
Ranger	Canada	1,023,549	546,758	10	7/26/99	6/19/01
Warm-Up	Canada	1005516		10	2/15/99	
Augustine Medical Bright Ideas	China	9900078095 &	1503658 &	10-May	7/7/99	
That Work & Design	China	9900078096	1523331	5, 10		
Bair Hugger	China	9900078100	1494952	10	7/7/99	12/21/00
Bair Hugger & Design	China	9900078099	1494951	10	7/7/99	12/21/00
Ranger	China	9900078097	1479084	10	7/7/99	11/21/00
Warm-UP	China	9900078098	1479085	10	7/7/99	11/21/00
Augustine Medical Bright Ideas	Community Trademark (European)	1122647		5,10,39	3/30/99	
That Work and Design	Community Trademark (European)		183368	10		4/1/96
Bair Hugger plus design	Community Trademark (European)	1205418		10	6/11/99	
Discover the Healing Power of Warmth	Community Trademark (European)	701490	701490	10	12/12/97	1/3/00
GO2	Community Trademark (European)	701490		10	12/12/97	1/3/00
Ranger	Community Trademark (European)	1059013	1059013	10	1/29/99	3/24/00
Warm-Up	Community Trademark (European)	863779		5,10,42	6/29/98	
Warm-Up®	France	328531	17927 & 1715403	3,5,25,28 & 3,5,25,28,29	12/08/82 & 12-29-91	12/8/82
Bair Hugger plus design®	Germany	A 53 543/10 Wz	2054789	10	11/21/92	1/20/94
Ranger	India	868129		10	7/27/99	
Bair Hugger plus design®	Italy	TO 92 C002361	636,197	10	12/1/92	11/25/94
Bair Hugger®	Japan	51061/1989	2440801	10	5/2/89	7/31/92
Ranger	Japan	11-61958	4447367	10	7/9/99	1/19/01
Bair Hugger plus design®	Mexico	183654	459475	10	11/19/93	5/6/94
Ranger	Mexico	382091	624,001	10	7/7/99	9/22/99

<u>Trademark</u>	<u>Country/State</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Class</u>	<u>Filed</u>	<u>Registered</u>
Warm-Up	Mexico	368693	608,592	10	3/23/99	4/30/99
Augustine Medical Bright	New Zealand	311288	311288	10	6/21/99	1/12/00
IdeasÉThat Work & Design						
Augustine Medical Bright	New Zealand	311289	311289	5	6/21/99	1/12/00
IdeasÉThat Work & Design						
Bair Hugger	New Zealand	311292	311292	10	6/21/99	2/8/00
Bair Hugger +Design	New Zealand	311291	311291	10	6/21/99	1/12/00
Ranger	New Zealand	311290	311290	10	6/21/99	11/9/00
Total Temperature Management	New Zealand	313256		10	7/26/99	
Ranger	South Africa	99/10609		10	6/17/99	
Bair Hugger	Spain		1,730,726/0	10		11/18/92
Bair Hugger plus design®	Spain	1730727	1730727/9	39	11/18/92	6/5/95
Bair Hugger&Design	Spain	1730726	1730726/0	10	11/18/92	11/6/95
Bair Hugger plus design®	Switzerland	8424/1992.3	401834	10	11/24/92	11/24/92
Ranger	Switzerland	05366/1999	466.77	10	6/18/99	12/22/99
Bair Hugger®	Taiwan	78-14319	452967	10	4/1/89	9/1/89
Ranger	Taiwan	88029833	88029833	10	6/17/99	6/1/00
Bair Hugger plus design®	UK	1519268	1519268	10	11/19/92	2/25/94