

04-18-2002



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To the Honorable Commissionior

102060018

he attached original documents or copy thereof.

1. Name of conveying party(ies):
 Novamatrix Medical Systems Inc.
 Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation-State of Delaware
 Other

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

4-9-02

2. Name and address of receiving party(ies):
 Name: Union Trust Company
 Address: 205 Church Street
 City: New Haven State: CT ZIP: 06510

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of Delaware
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Dates: June 6, 1994

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s): 74/444,680;
74/444,621; 74/444,428; and 74/420,479

B. Trademark Registration No.(s): 1,174,995; 1,174,032;
1,243,494; and 1,599,416

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning this document should be mailed:
 Name: Bretton L. Crockett
TRASKBRITT
P.O. Box 2550
Salt Lake City, UT 84110-2550

6. Total number of applications and registrations involved:

OFFICE OF TRADEMARKS AND SERVICE MARKS
 TRADEMARK REGISTRATION SECTION
 1075 EAST 700 SOUTH
 SALT LAKE CITY, UT 84143
 2002 MAR 27 7:37 AM

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct.

7. Total fee (37 C.F.R. § 3.41) \$ 215.00
 Enclosed
 Authorized to be charged to deposit account
 (duplicative copy attached)

8. The Commissioner is hereby authorized to charge any deficiency in the required fee or credit any overpayment to deposit account number 20-1469.

04/17/2002 TDIAZ1 00000257 74444680
 01 FC:481 40.00 CP
 02 FC:482 175.00 CP

DO NOT USE THIS SPACE

Bretton L. Crockett
 Name of Person Signing
 Attorney Docket No. 2181-011

Signature

March 28, 2002
 Date

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

**COLLATERAL ASSIGNMENT OF TRADEMARKS AND
LICENSES AND SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AND LICENSES AND SECURITY AGREEMENT ("Assignment") is made as of the 16th day of June, 1994, by NOVAMETRIX MEDICAL SYSTEMS INC., a Delaware corporation, having its principal office at 1 Barnes Industrial Park Road, Wallingford, Connecticut 06492 ("Assignor"), for the benefit of UNION TRUST COMPANY, a Connecticut banking corporation, having an office at 205 Church Street, New Haven, Connecticut 06510 (the "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to a certain Fourth Amended and Restated Loan and Security Agreement ("Loan Agreement") of even date herewith, which Loan Agreement provides, among other things, for the grant by Assignor to Assignee of a security interest in the Trademarks and Licenses (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference thereto, which Loan Agreement provides for, among other things, a grant of a security interest in the trademarks, trade names and licenses which are the subject of this Agreement. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. All references herein to "trademarks" shall include "service marks" as well.

2. Collateral Assignment of Trademarks and Licenses. To secure the complete and timely satisfaction of all of Borrower's Obligations, Assignor hereby grants to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by law upon the occurrence of an Event of Default, all of Assignor's right, title and interest in and to the following assets:

(i) trademarks, trademark registrations, trade names, trade name registrations, and trademark or trade name

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applications, including without limitation such as are listed on Schedule A attached hereto and made a part hereof, as the same may be amended from time to time, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) the goodwill of the business operated by Assignor connected with and symbolized by any trademarks or trade names (all of the foregoing trademarks, trademark registrations, trade names, trade name registrations, and applications, together with the items described in clauses (a)-(e), are sometimes herein individually and/or collectively referred to as the "Trademarks");

(ii) license agreements, including without limitation such as are listed on Schedule B attached hereto and made a part hereof, and the right to prepare for sale, sell, and advertise for sale any inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

3. Representations and Warranties. Assignor represents and warrants that:

(a) The Trademarks and Licenses are valid and enforceable;

(b) No claim has been made that the use of the Trademarks or Licenses violates or may violate the rights of any third person; and

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks and Licenses, free and clear of any Liens, charges, or encumbrances including without limitation pledges, assignments, licenses, registered-user agreements, shop rights and covenants by Assignor not to sue third persons.

4. Subsequent Trademarks. If, before Borrower's Obligations have been satisfied in full, Assignor shall obtain rights to any other trademarks or trade names, or registrations thereof or applications or licenses therefor, the provisions of this Agreement shall automatically apply thereto, Assignor shall be deemed to have granted and does hereby grant to Assignee a first mortgage and security interest therein to secure the complete and timely satisfaction of all of Borrower's Obligations, and Assignor shall give Assignee prompt written notice thereof.

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5. License Back to Assignor; Restrictions on Future Agreements. Unless and until there shall have occurred and be continuing an Event of Default, Assignee hereby grants to Assignor the exclusive, nontransferable right and license, subject to exceptions disclosed in Schedule A attached hereto, for Assignor's own benefit and account and none other, to use the Trademarks on and in connection with products sold by Assignor. If any Event of Default shall have occurred and be continuing, Assignor's license under the Trademarks as set forth above shall terminate (unless an extension shall be consented to by Assignee) and Assignee shall have all of the rights and remedies described herein and in the Loan Agreement. Assignor agrees that until Borrower's Obligations shall have been satisfied in full and the security interest granted hereby has been released, Assignor will not, without Assignee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforceability of the rights transferred to Assignee under this Assignment.

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6. Assignee's Right to Inspect. Assignee shall have the right, at any time during Assignor's regular business hours and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, and to inspect products to ensure that Assignor is maintaining the quality of any and all products in connection with which the Trademarks are used consistent with the quality thereof as of the date of this Assignment. From and after the occurrence of an Event of Default and the giving by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Trademarks and Licenses, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Trademarks or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, (iii) not to change the quality of said products without Assignee's express written consent, and (iv) to provide Assignee, at least quarterly, with a certificate of the chairman or vice chairman of the board or president or chairman of the executive committee of Assignor certifying Assignor's compliance with the foregoing.

7. Termination of Assignee's Security Interest. This Assignment is made for collateral purposes only. Upon payment and performance in full of the Borrower's Obligations and release of the security interests granted to Assignee by Assignor hereunder, Assignee shall execute and deliver to Assignor all assignments, termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in the Trademarks and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

8. Duties of Assignor. Assignor shall have the duty (i) to observe all covenants concerning Trademarks and Licenses contained in the Loan Agreement, (ii) to prosecute diligently any trademark application which is part of the Trademarks pending as of the date hereof or thereafter until the Borrower's Obligations shall have been paid and performed in full, (iii) to preserve and maintain all rights in trademarks, trade names, and trademark and trade name applications and registrations which are part of the Trademarks, and (iv) to maintain the quality of any and all products in connection with which the Trademarks are used consistent with the quality of said products as of the date hereof. Any expenses or filing fees incurred in connection with such applications or the maintenance of the Trademarks shall be borne by Assignor. Assignor shall not abandon any right to file an application, or any pending application, trademark or trade name, without the consent of Assignee, which consent shall not be unreasonably withheld.

9. Assignee's Right to Sue. From and after the occurrence of an Event of Default and the giving by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Trademarks and Licenses, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses or Trademarks, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 9.

10. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof, nor shall any single or partial exercise

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of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Assignment are severable, and if any clause or provisions shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provisions, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney. All of Assignee's rights and remedies with respect to the Trademarks and Licenses, whether established by this Assignment, by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power (i) at any time, to (a) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee in the use of the Trademarks or Licenses, or (b) take any other actions with respect to the Trademarks or Licenses as the Assignee deems in the best interest of the Assignee, and (ii) from and after the occurrence of an Event of Default and the giving by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Trademarks or Licenses, to (a) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, or (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Licenses to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Borrower's Obligations shall have been paid and performed in full or the security interests granted to Assignee by this Assignment have been released. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located.

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SCHEDULE A

Registered Trademarks:

Novamatrix

Pneumogard

TC02M Transcutaneous O2/C02 Monitor

TC02M Oxygen Electrode Preparation Kit

Capnostat

Trademarks applied for:

Capnogard

Oxypleth

Spo2t

C02SM0

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SCHEDULE B

License Agreements

Siemens: License agreement dated March 16, 1990 among Siemens Medical Electronics, Inc. ("Siemens"), the Borrower and NTC. To be released upon payment of the Siemens Indebtedness pursuant to the Agreement.

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RECORDED
TRADEMARK OFFICE

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