

07-12-2002



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SHEET

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

SUBMISSION TYPE

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame#
- Corrective Document
Reel # Frame#

7.10.02

CONVEYANCE TYPE

- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - Other
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year

CONVEYING PARTY

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

RECEIVING PARTY

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address: (line 3)
City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from *Assignment*.)

Other
 Citizenship/State of Incorporation/Organization

07/11/2002 101RZ1 00000164 75/58125

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01 FC:481 40.00 DP
02 FC:482 25.00 DP

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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. 20231

DOMESTIC REPRESENTATIVE NAME AND ADDRESS Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

CORRESPONDENT NAME AND ADDRESS Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document #

TRADEMARK APPLICATION NUMBER(S) OR REGISTRATION NUMBER(S) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75758125"/>	<input type="text" value="75757188"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

NUMBER OF PROPERTIES Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 C.F.R. § 3.41): \$

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.

William A. Munck, State Bar No. TX 00786127
Name of Person Signing


Signature


Date Signed

**PATENT AND TRADEMARK
COLLATERAL SECURITY AGREEMENT**

This Patent and Trademark Collateral Security Agreement (this "**Agreement**") is executed as of December 19, 2001 between the person or entity identified on the signature page hereto ("**Secured Party**") and *iLife Solutions, Inc.*, a Delaware corporation ("**Borrower**"), with its principal place of business at 5910 North Central Expressway, Suite 1775, Dallas, TX 75206.

Borrower and Secured Party hereby agree as follows:

1. Patent Collateral. Borrower hereby grants, assigns and conveys to Secured Party a lien on and security interest in the entire right, title and interest of Borrower in and to each patent and patent application now owned or hereafter acquired by Borrower, including, without limitation, each patent and patent application identified on Exhibit A hereto and any and all licenses under which Borrower is a licensee or licensor, and further including, without limitation, all rights of Borrower to recover for any and all past, present and future infringements thereof, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of Borrower accruing thereunder or pertaining thereto (the "**Patent Collateral**").

2. Trademark Collateral. Borrower hereby assigns and pledges to Secured Party, and hereby grants to Secured Party a lien on and a security interest in, the entire right, title and interest of Borrower in and to all trademarks, service marks, trademark and service mark registrations, and applications for trademark and service mark registrations and any renewals thereof now owned or hereafter acquired by Borrower, including, without limitation, each mark, application and registration identified on Exhibit A hereto and any and all licenses under which Borrower is a licensee or licensor, and further including, without limitation, all rights of Borrower to recover for any and all past, present and future infringements thereof, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Borrower accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (the "**Trademark Collateral**").

3. Security for Obligations. The security interests and liens granted herein secure the due and punctual payment to the Secured Party and performance by the Borrower of Borrower's Obligations, as such term is defined in the Security Agreement dated as of the date hereof between Borrower and Secured Party, as Lender (the "**Security Agreement**"), and obligations under this Agreement, owing to the Secured Party by or from Borrower.

4. Incorporation of Security Agreement Terms. All terms and conditions contained in the Security Agreement are hereby incorporated by reference herein. In addition, with respect to the other agreements entered into by Borrower and Secured Party in connection with the consummation of the transactions contemplated by the Note Purchase Agreement dated as of the date hereof between Borrower and Secured Party, as Purchaser (the "**Note Purchase Agreement**"):

(a) This Agreement shall be deemed to be a part of the Security Agreement, and all references to the Security Agreement in (i) the Note Purchase Agreement, (ii) the Loan Agreement dated as of the date hereof between Borrower and Secured Party, as Lender, (iii) the Promissory Note dated as of the date hereof executed by Borrower as Maker and payable to the order of Secured Party, (iv) the Security Agreement and (v) any other Loan Document (as such term is defined in the Security Agreement) shall also be deemed to be references to this Agreement; and

(b) The Patent Collateral and the Trademark Collateral shall be deemed "*Collateral*" under the terms of the Security Agreement.

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Patent and Trademark Collateral Security Agreement

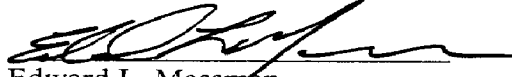
Signature Page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above

BORROWER:

iLife Solutions, Inc.,

By:

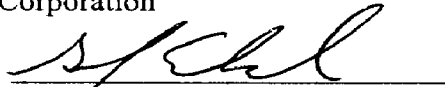

Edward L. Massman
Chief Executive Officer

Address: 5910 North Central Expressway
Suite 1775
Dallas, TX 75206

SECURED PARTY:

Avatex Corporation

By:



Name:

Grady E. Schleier

Title:

SVP & CFO

Address:

5910 N. Central Expwy #1780
Dallas, TX 75206

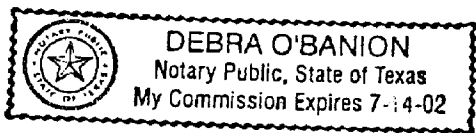
Attn: Grady Schleier

VERIFICATION

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a notary public in and for the County aforesaid, on this the this day personally appeared Edward L. Massman, duly sworn to me to be the person whose name is subscribed on the foregoing instrument, and acknowledged to me that he executed the foregoing as the act of iLife Solutions, Inc., for the purposes and consideration therein expressed, and in the capacity therein stated, and that he had the requisite authority to do so in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME this 17 day of ~~December~~ Jan-2002, 2001, to which witness my hand and official seal.



[Handwritten Signature]

Notary Public in and for the State of Texas

STATE OF Texas)
)
COUNTY OF Dallas)

BEFORE ME, the undersigned, a notary public in and for the County aforesaid, on this the this day personally appeared Grady Schleier duly sworn to me to be the person whose name is subscribed on the foregoing instrument, and acknowledged to me that he executed the foregoing as the act of SVP + CFO, for the purposes and consideration therein expressed, and in the capacity therein stated, and that he had the requisite authority to do so in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME this 21st day of December, 2001, to which witness my hand and official seal.

[Handwritten Signature: Rosmi Bernilla Cherry]
Notary Public in and for the State of TEXAS

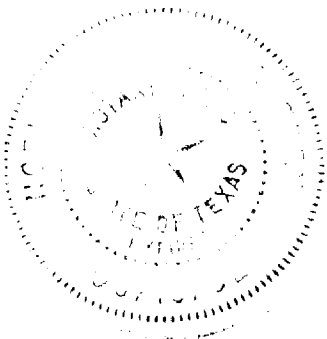


EXHIBIT A

Patents and Patent Applications

Trademarks and Trademark Registrations

iLIFE SYSTEMS, INC., ISSUED DOMESTIC/FOREIGN PATENTS
(includes CONFIDENTIAL AND PROPRIETARY INFORMATION)

TITLE	COUNTRY	App. No./ Pat. No.	Filing Date/ Issue Date
APPARATUS AND METHOD OF REMOTE MONITORING OF PHYSIOLOGICAL PARAMETERS	PCT	PCT/US93/10546	11/03/93
		WO 94/10902	05/26/94
APPARATUS AND METHOD FOR REMOTE MONITORING OF PHYSIOLOGICAL PARAMETERS	AUSTRALIA	55468/94	11/03/93
		683434	03/05/98
APPARATUS AND METHOD FOR REMOTE MONITORING OF PHYSIOLOGICAL PARAMETERS	U.S.	08/380,259	01/30/95
		5,549,113	08/27/96
RESPIRATION MONITOR WITH SIMPLIFIED BREATH DETECTOR	PCT	PCT/US94/03384	03/29/94
		WO 94/24935	11/10/94
RESPIRATION MONITOR WITH SIMPLIFIED BREATH DETECTOR	AUSTRALIA	66216/94	03/29/94
		684771	04/23/98
RESPIRATION MONITOR WITH SIMPLIFIED BREATH DETECTOR	U.S.	08/439,505	05/11/95
		5,611,349	03/18/97
PERSONAL SECURITY MONITORING SYSTEM AND METHOD	U.S.	08/239,752	05/09/94
		5,513,646	05/07/96
PERSONAL SECURITY MONITORING SYSTEM AND METHOD	PCT	PCT/US95/05801	05/08/95
		WO 95/30369	11/16/95

TRADEMARK

-----REEL: 002542 FRAME: 0179

TITLE	COUNTRY	App. No./ Pat. No.	Filing Date/ Issue Date
PERSONAL SECURITY MONITORING SYSTEM AND METHOD	AUSTRALIA	25460/95 693897	05/08/95 11/05/98
APPARATUS AND METHOD FOR REDUCING POWER CONSUMPTION IN PHYSIOLOGICAL CONDITION MONITORS	U.S.	09/476,591 6,147,618	12/31/99 11/14/00
SYSTEMS FOR EVALUATING MOVEMENT OF A BODY AND METHODS OF OPERATING SAME	U.S.	09/396,991 6,307,481	09/15/99 10/23/01
BELT CLIP WITH IMPROVED FLANGE	U.S.	09/461,652 6,321,418	12/14/99 11/27/01

CONFIDENTIAL AND PROPRIETARY INFORMATION

iLIFE SYSTEMS, INC., PENDING DOMESTIC/FOREIGN PATENT APPLICATIONS

(includes CONFIDENTIAL AND PROPRIETARY INFORMATION)

TITLE	COUNTRY	App. No.	Filing Date
APPARATUS AND METHOD FOR REDUCING POWER CONSUMPTION IN AN ELECTRONIC DATA STORAGE SYSTEM	U.S.	09/476,590	12/31/99
APPARATUS AND METHOD FOR REMOTE MONITORING OF PHYSIOLOGICAL PARAMETERS	JAPAN	512176-1994	11/03/93
APPARATUS AND METHOD FOR REMOTE MONITORING OF PHYSIOLOGICAL PARAMETERS	CANADA	2,147,478	11/03/93
APPARATUS AND METHOD FOR REMOTE MONITORING OF PHYSIOLOGICAL PARAMETERS	EPO	94900504.5	11/03/93
RESPIRATION MONITOR WITH SIMPLIFIED BREATH DETECTOR	JAPAN	524264/94	03/29/94
RESPIRATION MONITOR WITH SIMPLIFIED BREATH DETECTOR	EPO	94913967.9	03/29/94
RESPIRATION MONITOR WITH SIMPLIFIED BREATH DETECTOR	CANADA	2,159,616	03/29/94
PERSONAL SECURITY MONITORING SYSTEM AND METHOD	CANADA	2,189,769	05/08/95
PERSONAL SECURITY MONITORING SYSTEM AND METHOD	EPO	95919776.5	05/08/95
SYSTEM AND METHOD FOR REMOTELY MONITORING AT LEAST ONE PHYSIOLOGICAL CHARACTERISTIC OF A CHILD	U.S.	09/536,076	03/24/00
APPARATUS AND METHOD FOR DETECTING VERY LOW FREQUENCY ACOUSTIC SIGNALS	U.S.	09/534,813	03/24/00
SENSOR AND METHOD FOR DETECTING VERY LOW FREQUENCY ACOUSTIC SIGNALS	U.S.	09/536,104	03/24/00

TRADEMARK

REEL: 002542 FRAME: 0181

TITLE	COUNTRY	App. No.	Filing Date
PHYSIOLOGICAL CONDITION MONITORS UTILIZING VERY LOW FREQUENCY ACOUSTIC SIGNALS	U.S.	09/536,093	03/24/00
SYSTEM AND METHOD FOR SEIZING A COMMUNICATION CHANNEL IN A COMMERCIALY AVAILABLE CHILD MONITOR	U.S.	09/535,293	03/24/00
SYSTEM AND METHOD FOR DETECTING THE ONSET OF AN OBSTRUCTIVE SLEEP APNEA EVENT	U.S.	09/641,982	08/17/00
SYSTEM AND METHOD FOR TREATING OBSTRUCTIVE SLEEP APNEA	U.S.	09/641,983	08/17/00
APPARATUS AND METHOD FOR DETECTING AN INCLINATION OF A BODY	U.S.	09/542,197	04/04/00
SYSTEMS WITHIN A COMMUNICATION DEVICE FOR EVALUATING MOVEMENT OF A BODY AND METHODS OF OPERATING THE SAME	U.S.	09/727,974	11/30/00
APPARATUS AND METHOD FOR DETECTING A ROTATIONAL MOVEMENT OF A BODY	U.S.	09/717,425	11/20/00
APPARATUS AND METHOD FOR REDUCING POWER CONSUMPTION IN PHYSIOLOGICAL CONDITION MONITORS	U.S.	09/711,607	11/13/00
SYSTEM FOR EVALUATING MOVEMENT OF A BODY AND METHODS OF OPERATING THE SAME	PCT	PCT/US00/25477	09/15/00
SYSTEM FOR EVALUATING MOVEMENT OF A BODY AND METHODS OF OPERATING THE SAME	Taiwan	89118947	09/15/00
SYSTEM FOR EVALUATING MOVEMENT OF A BODY AND METHODS OF OPERATING THE SAME	Argentina	000104872	09/15/00

SYSTEM AND METHOD FOR DETECTING ACCELERATIVE MOVEMENT OF A BODY	U.S.	60/265,521	01/31/01
TITLE	COUNTRY	App. No.	Filing Date
BELT CLIP WITH IMPROVED FLANGE	PCT	PCT/US00/34042	12/14/00
BELT CLIP WITH IMPROVED FLANGE	Taiwan	89126749	12/14/00
BELT CLIP WITH IMPROVED FLANGE	Argentina	000106603	12/13/00
APPARATUS AND METHOD FOR REDUCING POWER CONSUMPTION IN AN ELECTRONIC DATA STORAGE SYSTEM	PCT	PCT/US00/35654	12/29/00
APPARATUS AND METHOD FOR REDUCING POWER CONSUMPTION IN AN ELECTRONIC DATA STORAGE SYSTEM	Argentina	000107029	12/29/00
APPARATUS AND METHOD FOR REDUCING POWER CONSUMPTION IN AN ELECTRONIC DATA STORAGE SYSTEM	Taiwan	89128221	12/29/00
APPARATUS AND METHOD FOR REDUCING POWER CONSUMPTION IN PHYSIOLOGICAL CONDITION MONITORS	PCT	PCT/US00/35652	12/29/00
APPARATUS AND METHOD FOR REDUCING POWER CONSUMPTION IN PHYSIOLOGICAL CONDITION MONITORS	Argentina	000107028	12/29/00
APPARATUS AND METHOD FOR REDUCING POWER CONSUMPTION IN PHYSIOLOGICAL CONDITION MONITORS	Taiwan	89128216	12/29/00
SYSTEMS WITHIN A POSITION ON LOCATOR DEVICE FOR EVALUATING MOVEMENT OF A BODY AND METHODS OF OPERATING THE SAME	U.S.	09/804,723	03/13/01

SYSTEM AND METHOD FOR REMOTELY MONITORING AT LEAST ONE PHYSIOLOGICAL CHARACTERISTIC OF A CHILD	PCT	PCT/US01/09390	03/23/01
TITLE	COUNTRY	App. No.	Filing Date
SYSTEM AND METHOD FOR REMOTELY MONITORING AT LEASE ONE PHYSIOLOGICAL CHARACTERISTIC OF A CHILD	Argentina	010101396	03/24/01
SYSTEM AND METHOD FOR REMOTELY MONITORING AT LEAST ONE PHYSIOLOGICAL CHARACTERISTIC OF A CHILD	Taiwan	90106988	03/23/01
APPARATUS AND METHOD FOR DETECTING VERY LOW FREQUENCY ACOUSTIC SIGNALS	PCT	PCT/US01/09346	03/23/01
APPARATUS AND METHOD FOR DETECTING VERY LOW FREQUENCY ACOUSTIC SIGNALS	Argentina	010101397	03/23/01
APPARATUS AND METHOD FOR DETECTING VERY LOW FREQUENCY ACOUSTIC SIGNALS	Taiwan	90106956	03/23/01
SENSOR AND METHOD FOR DETECTING VERY LOW FREQUENCY ACOUSTIC SIGNALS	PCT	PCT/US01/09240	03/23/01
SENSOR AND METHOD FOR DETECTING VERY LOW FREQUENCY ACOUSTIC SIGNALS	Argentina	010101398	03/23/01
SENSOR AND METHOD FOR DETECTING VERY LOW FREQUENCY ACOUSTIC SIGNALS	Taiwan	90106978	03/23/01
PHYSIOLOGICAL CONDITION MONITORS UTILIZING VERY LOW FREQUENCY ACOUSTIC SIGNALS	PCT	PCT/US01/09546	03/23/01
PHYSIOLOGICAL CONDITION MONITORS UTILIZING VERY LOW FREQUENCY ACOUSTIC SIGNALS	Argentina	010101399	03/23/01
PHYSIOLOGICAL CONDITION MONITORS UTILIZING VERY LOW FREQUENCY ACOUSTIC SIGNALS	Taiwan	90106977	03/23/01
SYSTEM AND METHOD FOR SEIZING A COMMUNICATION CHANNEL IN A COMMERCIALY AVAILABLE CHILD MONITOR	PCT	PCT/US01/09476	03/23/01

SYSTEM AND METHOD FOR SEIZING A COMMUNICATION CHANNEL IN A COMMERCIALY AVAILABLE CHILD MONITOR	Argentina	010101400	03/23/01
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TITLE	COUNTRY	App. No.	Filing Date
SYSTEM AND METHOD FOR SEIZING A COMMUNICATION CHANNEL IN A COMMERCIALY AVAILABLE CHILD MONITOR	Taiwan	90106986	03/23/01
APPARATUS AND METHOD FOR DETECTING AN INCLINATION OF A BODY	PCT	PCT/US01/09391	03/23/01
APPARATUS AND METHOD FOR DETECTING AN INCLINATION OF A BODY	Argentina	010101606	04/04/01
APPARATUS AND METHOD FOR DETECTING AN INCLINATION OF A BODY	Taiwan	90107303	03/28/01
SYSTEM AND METHOD FOR DETECTING MOTION OF A BODY	U.S.	09/909,404	07/19/01
SYSTEM AND METHOD FOR DETECTING THE ONSET OF AN OBSTRUCTIVE SLEEP APNEA EVENT	PCT	PCT/US01/41781	08/17/01
SYSTEM AND METHOD FOR DETECTING THE ONSET OF AN OBSTRUCTIVE SLEEP APNEA EVENT	Argentina	010103929	08/21/01
SYSTEM AND METHOD FOR DETECTING THE ONSET OF AN OBSTRUCTIVE SLEEP APNEA EVENT	Taiwan	90120282	08/17/01
SYSTEM AND METHOD FOR TREATING OBSTRUCTIVE SLEEP APNEA	PCT	PCT/US01/25858	08/17/01
SYSTEM AND METHOD FOR TREATING OBSTRUCTIVE SLEEP APNEA	Argentina	010103930	08/16/01
SYSTEM AND METHOD FOR TREATING OBSTRUCTIVE SLEEP APNEA	Taiwan	90120283	09/24/01
APPARATUS AND METHOD FOR DETECTING ROTATIONAL MOVEMENT OF A BODY	PCT	(not yet assigned)	11/15/01

TITLE	COUNTRY	App. No.	Filing Date
SYSTEMS WITHIN A COMMUNICATION DEVICE FOR EVALUATING MOVEMENT OF A BODY AND METHODS OF OPERATING THE SAME	PCT	(not yet assigned)	11/28/01

**ILIFE SYSTEMS, INC., PENDING DOMESTIC/FOREIGN
TRADEMARK APPLICATIONS**

(includes CONFIDENTIAL AND PROPRIETARY INFORMATION)

TRADEMARK/ SERVICE MARK	DESCRIPTION OF GOODS/ SERVICES	SIGN	COUNTRY
ILIFE	Fall detection and physiological monitors and monitoring systems (I.C., 010)	TM	U.S.
ILIFE SYSTEMS	Fall detection and physiological monitors and monitoring systems (I.C., 010)	TM	U.S.
HANNAH	Heart rate and respiration monitors (I.C. 009 and 010)	TM	U.S.
ILIFE	Fall detection and physiological monitors and monitoring systems (I.C., 010)	TM	Argentina
ILIFE	Fall detection and physiological monitors and monitoring systems (I.C., 010)	TM	Brazil
ILIFE	Fall detection and physiological monitors and monitoring systems (I.C., 010)	TM	Canada
ILIFE	Fall detection and physiological monitors and monitoring systems (I.C., 010)	TM	Japan
ILIFE SYSTEMS	Fall detection and physiological monitors and monitoring systems (I.C., 010)	TM	Argentina

TRADEMARK/ SERVICE MARK	DESCRIPTION OF GOODS/SERVICES	SIGN	COUNTRY
ILIFE SYSTEMS	Fall detection and physiological monitors and monitoring systems (I.C., 010)	TM	Brazil
ILIFE SYSTEMS	Fall detection and physiological monitors and monitoring systems (I.C., 010)	TM	Canada
ILIFE SYSTEMS	Fall detection and physiological monitors and monitoring systems (I.C., 010)	TM	Europe (ECT)
ILIFE SYSTEMS	Fall detection and physiological monitors and monitoring systems (I.C., 010)	TM	Japan

**iLIFE SYSTEMS, INC., ISSUED DOMESTIC/
FOREIGN TRADEMARKS**
(includes CONFIDENTIAL AND PROPRIETARY INFORMATION)

TRADEMARK/ SERVICE MARK	DESCRIPTION OF GOODS/ SERVICES	SIGN	COUNTRY
ILIFE	Fall detection and physiological monitors and monitoring systems (I.C., 010)	®	Australia
ILIFE SYSTEMS	Fall detection and physiological monitors and monitoring systems (I.C., 010)	®	Australia
ILIFE	Fall detection and physiological monitors and monitoring systems (I.C., 010)	®	Europe (ECT)
ILIFE	Fall detection and physiological monitors and monitoring systems (I.C. 010)	®	Mexico
ILIFE SYSTEMS	Fall detection and physiological monitors and monitoring systems (I.C. 010)	®	Mexico