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U.S. Department of Commerce Patent and Trademark Office TRADEMARK

FINANCE SECTION: RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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TO: The Director For Trademarks: Please record the		
Submission Type	Conveyance T	ype
Submission Type ☐ New ☐ 7-10-02	Assignment Assignment	License
Resubmission (Non-Recordation) Document ID # 102059493	⊠ Security Agreement	□ Nunc Pro Tunc Assignment
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Conveying Party	mes of conveying pa	arties attached
		Execution Date Month Day Year
Name Purilens, Inc.		03/12/2002
Formerly		03/12/2002
	Partnership 🛚	Corporation
☑ Citizenship/State of Incorporation/Organization	Delaware	
Receiving Party	al names of receivin	g parties attached
Name (line 1) Advanced Technology Ventures	IV, L.P.	
Name (line 2) Axiom Venture Partners II, L.P.		
Name (line 3) The Charles R. Briggs Trust		
Address (line 1) 1000 Winter Street, Suite 3700,	Waltham, MA 0245	1
Address (line 2) City Place II, 17 th Floor, 185 Asy	lum Street Hartford,	CT 06103
Address (line 3) 1225 Rio Grande Blvd NW, Albu	iquerque, New Mex	ico 87104
☐ Corporation ☐ Association		domiciled in the United States, an appointment of a domestic representative should be
☐ Other		attached. (Designation must be a separate
Citizenship/State of Incorporation/Organization		document attached. from Assignment.)
FOR O	FFICE USE ONI	LY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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Expires 06/30/99 OMB 0651-0027 Page 1

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Mail documents to be recorded with required cover sheet(s) information to:
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Name	Patent Administrator	1011/210 175	-
Address (line 1)	Testa, Hurwitz & Thibeault		
Address (line 2)	High Street Tower		
Address (line 3)	125 High Street		
Address (line 4)	Boston, MA 02110		
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FORM PTO-1618A Page 1	ge 1 U.S. Department of Commerce

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Address (line 1)	Testa, Hurwitz & Thibeault	
Address (line 2)	High Street Tower	
Address (line 3)	125 High Street	
Address (line 4)	Boston, MA 02110	
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Name of Person S		Date Signed

SECURITY AGREEMENT

This Security Agreement is entered into as of March 12, 2002 by and among Advanced Technology Ventures IV, L.P., Axiom Venture Partners II, L.P., The Charles R. Briggs Trust and any Additional Investors (each individually a "Lender" and collectively the "Lenders") and Purilens, Inc., a Delaware corporation (the "Company").

RECITALS

The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to the Company in the amounts and manner set forth in that certain Secured Convertible Promissory Note Purchase Agreement by and among the Lenders and the Company dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement", and together with the Notes issued thereunder, the "Loan Agreements"). The Lenders are willing to make the loans to the Company as set forth in the Loan Agreements, but only upon the condition, among others, that the Company grant to the Lenders a security interest in certain assets of the Company. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, the parties hereby represent, warrant, covenant and agree as follows:

AGREEMENT

- 1. Grant of Security Interest in Collateral. The Company grants to the Lenders a continuing security interest in, and pledges to the Lenders, all presently existing and hereafter acquired or arising property described on Exhibit A attached hereto (the "Collateral") in order to secure prompt repayment of any and all debt, principal and interest owed to the Lenders pursuant to the Loan Agreements whether absolute or contingent, due or to become due, now existing or hereafter arising and in order to secure prompt performance by the Company of each of its covenants and duties under the Loan Agreements. Such security interest constitutes a valid security interest in the presently existing Collateral, and will constitute a valid security interest in Collateral acquired after the date hereof.
- 2. Grant of Security Interest in Intellectual Property. To secure its obligations under the Loan Agreements, the Company grants to the Lenders a security interest in, and pledges to the Lenders, all of the Company's right, title and interest in, to and under its intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits B, C and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part

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thereof. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements, and those which are now or hereafter available to the Lenders as a matter of law or equity. Each right, power and remedy of the Lenders provided for herein or in the Loan Agreements, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Lenders of any one or more of the rights, powers or remedies provided for in this Security Agreement, or any of the other Loan Agreements, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lenders, of any or all other rights, powers or remedies.

- 3. Representations and Warranties. The Company represents and warrants that Exhibits B, C, and D attached hereto set forth any and all patents, trademarks, and copyrights in which the Company has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.
- 4. <u>Delivery of Additional Documentation Required</u>. The Company shall from time to time execute and deliver to the Lenders, at the request of the Lenders, all financing statements and other documents that the Lenders may reasonably request, in form satisfactory to the Lenders, to perfect and continue perfected the Lenders' security interests in the Collateral and in order to fully consummate all of the transactions contemplated under the Loan Agreements.
- 5. No Waiver. No failure to exercise, nor any delay in exercising, on the part of any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by a Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which any such Lender would otherwise have on any future occasion.
- 6. Waivers and Amendments; Successors and Assigns. This Agreement may be amended, and any provision thereof waived, as set forth in the Purchase Agreement. This Security Agreement shall be binding upon the successors and assigns of the Company and shall inure to the benefit of the Lenders and their successors and assigns. Additional Investors shall become party to this Agreement from time to time after the date hereof by virtue of their execution of a counterpart signature page hereto. Upon such execution such person shall be deemed a Lender hereunder and thereupon this Agreement shall be automatically amended without further action on the part of any of the parties hereto to reflect that such party is to be considered a Lender hereunder.
- 7. Governing Law. It is the intention of the parties that the internal laws, and not the laws of conflicts, of the State of Florida should govern the enforceability and

validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties pursuant to the relationships among them contemplated herein, whether or not such rights and duties arise directly under this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

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-4-

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

THE COMPANY:
PURILENS, INC.
By: Name: Ron McGhay Title: President
THE LENDERS:
ADVANCED TECHNOLOGY VENTURES IV, L.P
By: ATV Associates IV, L.P., its General Partner
By: Name: Pieter J. Schiller Title: General Partner
AXIOM VENTURE PARTNERS II, L.P.
By:
Name:
Title: THE CHARLES R. BRIGGS TRUST
By:
Name:
Title:

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IN WITNESS WHEREOF, the parties have caused this Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

THE COMPANY:
PURILENS, INC.
By: Name: Ron McGhay Title: President
THE LENDERS:
ADVANCED TECHNOLOGY VENTURES IV, L.P.
By: ATV Associates IV, L.P., its General Partner
Name: Pieter J. Schiller Title: General Partner
AXIOM VENTURE PARTNERS II, L.P.
By: At Mold Name: Alan Mendelso- Title: Gent Panlas
THE CHARLES R. BRIGGS TRUST
By: Name: Title:

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IN WITNESS WHEREOF, the parties have caused this Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

THE C	OMPANY:
PURIL	ENS, INC.
	Ron McGhay President
THE L	ENDERS:
ADVAN	CED TECHNOLOGY VENTURES IV, L.F
By: A7	TV Associates IV, L.P., its General Partner
	Pieter J. Schiller General Partner
AXION By: Name: Title:	M VENTURE PARTNERS II, L.P.
THE C By: Name: Title:	HARLES R. BRIGGS TRUST Charles R. Briggs Thustee

EXHIBIT A

COLLATERAL DESCRIPTION

All personal property of Purilens, Inc. (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

- (i) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements;
- (ii) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of the Lenders, to sue in their own name and/or the name of the Debtor for past, present and future infringements of copyright;
- (iii) all goods, including, without limitation, equipment and inventory (including, without limitation, all export inventory);
 - (iv) all guarantees and other security therefor;
- (v) all trademarks, service marks, trade names and service names and the goodwill associated therewith;
- (vi) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee (including but not limited to that certain Development and License Agreement by and between Borrower and Technology Research Inc.), (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues,

divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (a) through (f) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"); and

(vii) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

EXHIBIT B

Copyrights

Registration Number Registration Date

Description

None

EXHIBIT C

Patents

Description

Contact Lens Cleaning and Disinfecting System

Patent/Registration/ Application Number

5,144,144

Patent/Registration/ Application <u>Date</u>

September 1, 1992

See also Status Report – Foreign Patents and Applications attached hereto and incorporated into this Exhibit C by reference.

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EXHIBIT D

Trademarks

Description

Registration/ Application Number Registration/ Application Date

See U.S. Trademark Status Report and Foreign Trademark Status Report attached hereto and incorporated into this Exhibit D by reference.

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