

08-16-2002

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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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

102191930

OFFICE OF PUBLIC RECORDS
**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
2002 AUG 13 AM 10:04

TO: The Director For Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 102089874
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

FINANCE SECTION
8/13/02

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Purilens, Inc.

Execution Date
Month Day Year
03/12/2002

- Formerly
- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving 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

Name (line 4) MEDCAPITAL INVESTMENTS, LLC

Address (line 1) 1000 Winter Street, Suite 3700, Waltham, MA 02451

Address (line 2) City Place II, 17th Floor, 185 Asylum Street, Hartford, CT 06103

Address (line 3) 1225 Rio Grande Blvd NW, Albuquerque, New Mexico 87104

Address (line 4) 500 Campus Drive, Suite 220, Florham Park, NJ 07932

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

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 attached. from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner For Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002564 FRAME: 0136

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 including any attachments.

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)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 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.

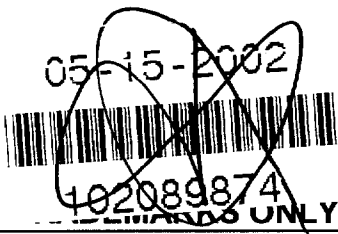
Name of Person Signing

Signature

Date Signed

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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



RE

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5-7-02

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Month Day Year

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Execution Date
Month Day Year

03/12/2002

Name

Formerly

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

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Name (line 3)

Name (line 4)

Address (line 1)

Address (line 2)

City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
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- 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 attached. from Assignment.)

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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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Commissioner For Trademarks, Box Assignments, Washington, TRADEMARK

REEL: 002564 FRAME: 0138

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)

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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)

75801409	75801406	
75801409		

1,828,188		

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 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.

Ira V. Heffan
Name of Person Signing


Signature

May 1, 2002
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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No. EL743949410 US

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. Delivery of Additional Documentation Required. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: Ron McGhay
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: _____

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:

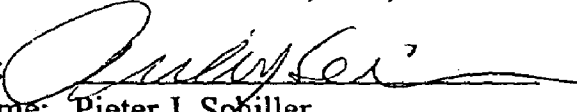
PURILENS, INC.

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: _____

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 McGray
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: Alex Moshko
Name: Alex Moshko
Title: General Partner

THE CHARLES R. BRIGGS TRUST

By: _____
Name: _____
Title: _____

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: Charles R. Briggs
Title: Trustee

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

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT C

Patents

<u>Description</u>	Patent/Registration/ Application <u>Number</u>	Patent/Registration/ Application <u>Date</u>
Contact Lens Cleaning and Disinfecting System	5,144,144	September 1, 1992

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

Purifiers, Inc.

Status Report - Foreign Patents and Applications

Matr No.	Title	Country	Serial No.	Patent No.	Exam Request Details/	Status
			Filing Date	Issue Date	Amended due commencing/	
					Exam Requested on:	
PO01JRW	Contact Lens Cleaning And Disinfecting System	Japan	50300693 7/17/1992	3131738 11/24/2000	7/19/99 11/24	Issued
		Yamaguchi			7/19/99	

PO01JRC	Contact Lens Cleaning And Disinfecting System	China - PRC	921038604 7/18/1992	921039604 6/21/1997	7/19/94 7/18	Issued
		China Patent Agent (H.K.) Ltd.				

PO01JOC	Contact Lens Cleaning And Disinfecting System	Taiwan - ROC	84212635 8/11/1992	UM4-124418 9/22/1997	6/1	Issued
		Lee and Li				

MAR 04 '02 10:36AM BRESLOW & WALKER
Monday, March 04, 2002 8:21 AM

Ron McGehey 813-614-4545

MAR-01-2002 04:17 PM FROM BRESLOW & WALKER

910R205888

T-610 P 007/007 F-518

P. 8

P. 07

EXHIBIT D

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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See U.S. Trademark Status Report and Foreign Trademark Status Report attached hereto and incorporated into this Exhibit D by reference.

Purilens, Inc.

US Trademark Status Report

Mark No.	Mark	Class Number	Goods/Services	Serial No. Filing Date	Reg. Number Reg. Date	Use and Renewal Dates	Status/Remarks
7001	PURILENS PLUS DESIGN	10	contact lens cleaning and disinfecting kit comprised of an electrical cleaning chamber and cleaning disinfecting solution	74 368,328 1/18/1993	1,828,188 1/29/1994	Use Date: 1/29/2000 Renewal Date: 1/29/2004	Registered

10:35AM BRESLOW & WALKER
MAR 04 '02 10:20Z W:21 AM
Monday, March 4, 2002 11:21 AM
MAR 04 10:20Z 04:12PM F104-B512 LA

7002	Purilens	10	contact lens cleaning and disinfecting kit comprised of an electrical cleaning chamber and cleaning and disinfecting solution	75 801,409 9/17/1999		Use Date: Pending Renewal Date:
7003	Purilens And Design	010	contact lens cleaning and disinfecting kit comprised of an electrical cleaning chamber and cleaning and disinfecting solution	75 801,406 9/17/1999		Use Date: Pending Renewal Date:

310R20598

T-810 P.005/007 F-031

Patents Law

Foreign Trademark Status Report

Client No. 03688

Number	Mark/Country	Class	Serial No./ Filing Date	Registration No./ Reg. Date	Expiration Date	Status
T002CN	PURLENS China - PRC	10	200030842 3/17/2000			Pending
T002CO	PURLENS Colombia	10	00018613 3/17/2000			Pending
T002CTM	PURLENS CTM - European Community	5, 9	1563659 3/17/2000	6/14/2001 1563659	3/17/2010	Registered
T003HK	PURLENS Hong Kong	10	56542800 3/17/2000			Pending
T002TL	PURLENS Israel	10	135903 3/17/2000	1/21/002 3/17/2008	3/17/2007	Registered
T002MX	Purleins Mexico	10	416186 3/17/2000	659316	3/17/2010	Registered
T002TW	PURLENS Taiwan - ROC	10	89014302 10/2/2000	5/16/2001 941387	5/15/2011	Registered
T001CN	PURLENS & DESIGN China - PRC	10	200030843 3/17/2000			Pending
T003CO	PURLENS + GRAFICA Colombia	10	00019671 3/17/2000	4/20/2001 231006	4/19/2011	Registered

Mar-01-2002 04:11:08 FRM-BS12 LA

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MAR 04 '02 10:35AM BRESLOW & WALKER
Non McGehey 818-814-4545
Monday, March 04, 2002 8:21 AM

MAR 04 '02 10:35AM BRESLOW & WALKER
Monday, March 04, 2002 10:21 AM
Ron McGeary 813-814-4545

Kar-01-2002 04:11PM Feb-25-02 LA 3108205688 T-310 P-004/007 F-511

Patents, Inc. Foreign Trademark Status Report

Chem No. 03688

Mark/Country	Class	Serial No./ Xing Date	Registration No. Reg. Date	Application Date	Status
CTM - European Community					
7009CTM PURLENS & DEVICE	5, 9	001561785 30/7/2000	7/16/2001 1571785	3/17/2010	Registered
Hoag Kong					
7009HK PURLENS & DESIGN	10	56552000 3/17/2000			Pending
Hoag Kong					
7009KZ PURLENS & DESIGN	5	227712000 19/12/2000			Pending
Israel					
7009IL PURLENS & DESIGN	10	135904 3/17/2000	1/27/2002 135904	3/17/2007	Registered
Beasbo					
7009BX Purleas Plus Design		416187 3/17/2000	6/26/2000 660486	3/17/2010	Registered
Taiwan - ROC					
7009TW PURLENS & DESIGN	10	89014103 3/17/2000	6/16/2001 946201	5/15/2011	Registered
Taiwan - ROC					
7009NS PURLENS & DESIGN	5	89056986 3/17/2000	1/16/2001 968528	11/15/2011	Registered

PURILENS, INC.

COUNTERPART SIGNATURE PAGE TO
SECURITY AGREEMENT

FOR

SUBSEQUENT CLOSING OF ISSUANCE AND SALE OF
SECURED CONVERTIBLE GRID PROMISSORY NOTE

The undersigned Additional Investor (as defined in that certain Secured Convertible Promissory Note Purchase Agreement dated as of March 12, 2002 by and among Purilens, Inc., a Delaware corporation (the "Company"), and the several Holders of Secured Convertible Grid Promissory Notes of the Company named in Schedule I thereto) hereby executes the Security Agreement dated as of March 12, 2002 by and among the Company and the Holders and hereby authorizes this signature page to be attached to such agreement as a counterpart signature page thereto.

ADDITIONAL INVESTOR:

MEDCAPITAL INVESTMENTS, LLC

By: Jan M

Print Name: Jan Rock

Title: Managing Member

Address: 500 Campus Drive
Floerham Park, NJ 07932

Dated: April 19, 2002