

12-11-2002



Form PTO-1594

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(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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102308437

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

WIT IP Corporation  
136 Turnpike Road  
Southborough, MA 01772

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

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

## 2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, as Administrative Agent

Internal

Address: \_\_\_\_\_

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State New York  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Supplement

Execution Date: December 3, 2002

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Please see attached schedule

B. Trademark Registration No.(s)

Please see attached schedule

Additional number(s) attached ☒ Yes ☐ No

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

Name: Ms. Penelope Agadoa

Internal Address: Federal Research Corporation

Street Address: 1030 Fifteenth St. NW, Suite 920

City: Washington State: DC Zip: 20005

## 6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- ☐ 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.

David J. Miller

Name of Person Signing

Signature

December 10, 2002

Date

Total number of pages including cover sheet, attachments, and document: 1

12/12/2002 LMUELLER 00000072 75603169

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

01 FC:8521  
02 FC:852240.00 DP  
100.00 DPTRADEMARK  
REEL: 002630 FRAME: 0910

# Trademarks

| <u>Country</u>     | <u>Mark</u>        | <u>Registrant/Applicant</u>        | <u>Filing Date</u> | <u>Registration Date</u> | <u>Serial Number</u> | <u>Registration Number</u> |
|--------------------|--------------------|------------------------------------|--------------------|--------------------------|----------------------|----------------------------|
| United States      | ARGOMED and Design | Argomed, Inc.<br>New Jersey Corp.  | December 10, 1998  | November 27, 2001        | 75/603,169           | 2,513,070                  |
| United States      | Flame Design       | Argomed, Inc.<br>New Jersey Corp.  | January 12, 1999   | November 27, 2001        | 75/619,636           | 2,513,079                  |
| United States      | THERMOFLEX         | Argomed Ltd.,<br>Israeli Corp.     | January 7, 1997    | February 3, 1998         | 75/223,270           | 2,134,195                  |
| United States      | PROSTAPLASTY       | Argomed, Inc.,<br>Delaware Corp.   | December 10, 1998  | N/A                      | 75/604,101           | N/A                        |
| United States      | THERMOPLASTY       | Argomed, Inc.,<br>New Jersey Corp. | March 11, 2000     | Abandoned                | 75/941,995           | Abandoned                  |
| European Community | THERMOFLEX         | Argomed Ltd.,<br>Israeli Corp.     | April 1, 1996      | May 5, 1998              | 000107656            | 000107656                  |

**Supplement No. 1  
to  
Security Agreement**

**WIT IP CORPORATION**

SUPPLEMENT NO. 1 dated as of December 3, 2002, to the Security Agreement dated as of November 12, 1999, among ACMI CORPORATION (f/k/a Circon Corporation), a Delaware corporation (the "*Borrower*"), AMERICAN CYSTOSCOPE MAKERS, INC. (f/k/a Circon Holdings Corporation), a Delaware corporation ("*Holdings*"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary Guarantor*" and, collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors, Holdings and the Borrower are referred to collectively herein as the "*Grantors*") and JPMORGAN CHASE BANK (f/k/a The Chase Manhattan Bank), a New York banking corporation ("*Chase*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of November 12, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*"), Chase, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), Collateral Agent, swingline lender and issuing bank (in such capacity, the "*Issuing Bank*"), Bankers Trust Company, as co-documentation agent for the Lenders, Merrill Lynch Capital Corporation, as co-documentation agent for the Lenders, Canadian Imperial Bank of Commerce, as co-syndication agent for the Lenders, and Credit Suisse First Boston, as co-syndication agent for the Lenders, (b) the Parent Guarantee Agreement dated as of November 12, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Parent Guarantee Agreement*"), between Holdings and the Collateral Agent and (c) the Subsidiary Guarantee Agreement dated as of November 12, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*"), among the Subsidiary Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 6.15 of the Security Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor.

Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

\_\_\_\_\_  
Name Of New Grantor,

by \_\_\_\_\_

Name:

Title:

Address:

Organizational ID:

JPMORGAN CHASE BANK (f/k/a The Chase  
Manhattan Bank), as Collateral Agent,

by \_\_\_\_\_

Name:

Title:

**DAWN LEE LUM**  
**VICE PRESIDENT**

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

# WIT IP CORPORATION

Name Of New Grantor,

by

Name:

Title:

Address:

Organizational ID:

*David J. Pierce*  
*Treasurer*  
*136 Temple Road, Southborough, MA*  
*Debit ID: 02060334-01772*  
*EW: 06-1660319*  
*3587332*

JPMORGAN CHASE BANK (f/k/a The Chase Manhattan Bank), as Collateral Agent,

by

Name:

Title:

LOCATION OF COLLATERAL

Description

Intellectual Property and  
other intangibles  
(and see attached  
Schedules) and  
all tangible assets  
located in the U.S.

Location

136 Temple Road  
Southborough, MA 01772



# Patents

| Country       | Title  | Filing Date        | Issue Date       | Application Number | Patent Number |
|---------------|--|--------------------|------------------|--------------------|---------------|
| United States | TECHNIQUE FOR LOCALIZED THERMAL TREATMENT OF MAMMALS   | March 14, 1991     | November 2, 1993 | 07/669,366         | 5,257,977     |
| United States | THERMAL TREATMENT APPARATUS  | March 11, 1994     | August 27, 1996  | 08/212,197         | 5,549,559     |
| United States | THERMAL TREATMENT APPARATUS  | April 16, 1996     | N/A              | 08/632,830         | N/A           |
| United States | INTERNAL CATHETER  | February 4, 1998   | June 29, 1999    | 09/018,664         | 5,916,195     |
| United States | INTERNAL CATHETER  | January 29, 1999   | N/A              | 09/239,312         | N/A           |
| United States | THERMAL TREATMENT APPARATUS  | November 5, 1999   | N/A              | 09/433,952         | N/A           |
| United States | THERMAL TREATMENT APPARATUS  | March 28, 2000     | May 14, 2002     | 09/534,842         | RE37,704      |
| United States | PROSTATIC STENT WITH LOCALIZED TISSUE ENGAGING ANCHORING MEANS AND METHODS FOR INHIBITING OBSTRUCTION OF THE PROSTATIC URETHRA | June 30, 2000      | N/A              | 60/215,156         | N/A           |
| United States | TREATMENT CATHETERS WITH THERMALLY INSULATED REGIONS   | November 13, 2000  | N/A              | 60/248,109         | N/A           |
| United States | PROSTATIC STENT WITH LOCALIZED TISSUE ENGAGING ANCHORING MEANS AND METHODS FOR INHIBITING OBSTRUCTION OF THE PROSTATIC URETHRA | April 18, 2001     | N/A              | 09/837,486         | N/A           |
| United States | LOW THERMAL RESISTANCE ELASTIC SLEEVES FOR MEDICAL DEVICE BALLOONS   | May 1, 2001        | N/A              | 60/288,774         | N/A           |
| United States | METHODS FOR TREATING PROSTATITIS   | July 27, 2001      | N/A              | 60/308,344         | N/A           |
| United States | THERMAL TREATMENT SYSTEMS WITH ENHANCED TISSUE PENETRATION DEPTH USING ADJUSTABLE TREATMENT PRESSURES AND RELATED METHODS      | September 10, 2001 | N/A              | 60/318,556         | N/A           |
| United States | CATHETERS WITH SUCTION CAPABILITY AND RELATED METHODS AND SYSTEMS FOR OBTAINING BIOSAMPLES IN VIVO                             | October 17, 2001   | N/A              | 60/330,029         | N/A           |
| United States | METHODS FOR TREATING THE PROSTATE AND INHIBITING OBSTRUCTION OF THE PROSTATIC URETHRA USING BIODEGRADABLE STENTS               | November 13, 2001  | N/A              | 10/011,494         | N/A           |
| United States | TREATMENT CATHETERS WITH THERMALLY INSULATED REGIONS   | November 13, 2001  | N/A              | 10/011,700         | N/A           |
| United States | COMBINATION TREATMENT CATHETERS AND POST-TREATMENT STENTS  | December 10, 2001  | N/A              | 60/339,529         | N/A           |

# Patents

| Country            | Title  | Filing Date       | Issue Date        | Application Number | Patent Number |
|--------------------|--|-------------------|-------------------|--------------------|---------------|
| United States      | MODULAR THERMAL TREATMENT SYSTEMS WITH SINGLE-USE DISPOSABLE CATHETER ASSEMBLIES AND RELATED METHODS                           | December 20, 2001 | N/A               | 60/342,566         | N/A           |
| United States      | LOW THERMAL RESISTANCE ELASTIC SLEEVES FOR MEDICAL DEVICE BALLOONS   | May 1, 2002       | N/A               | 10/136,605         | N/A           |
| United States      | METHODS FOR TREATING PROSTATITIS   | May 17, 2002      | N/A               | 60/381,647         | N/A           |
| Australia          | PROSTATIC STENT WITH LOCALIZED TISSUE ENGAGING ANCHORING MEANS AND METHODS FOR INHIBITING OBSTRUCTION OF THE PROSTATIC URETHRA | May 15, 2001      | January 14, 2002  | AU 63122           | AU 200163122  |
| Austria            | APPARATUS FOR LOCALIZED THERMAL TREATMENT OF MAMMALS   | N/A               | December 15, 1995 | N/A                | AT 131027     |
| Denmark            | APPARATUS FOR LOCALIZED THERMAL TREATMENT OF MAMMALS   | March 18, 1991    | April 22, 1996    | DK 19950913022T    | DK 449472T    |
| European Community | A TECHNIQUE FOR LOCALIZED THERMAL TREATMENT OF MAMMALS   | March 18, 1991    | October 2, 1991   | EP 91302295.0      | EP449472 A    |
| European Community | A TECHNIQUE FOR LOCALIZED THERMAL TREATMENT OF MAMMALS   | March 18, 1991    | December 6, 1995  | EP 91302295.0      | EP449472 B    |
| European Community | THERMAL TREATMENT APPARATUS  | March 6, 1995     | N/A               | EP 95103189.7      | N/A           |
| European Community | THERMAL TREATMENT APPARATUS  | April 16, 1997    | October 22, 1997  | EP 97106282.3      | EP 0801938    |
| European Community | URETHRAL CATHETER AND GUIDE  | February 4, 1999  | August 18, 1999   | EP 101640          | EP 935977     |
| Germany            | A TECHNIQUE FOR LOCALIZED THERMAL TREATMENT OF MAMMALS   | March 18, 1991    | January 18, 1996  | DE 615096          | EP 302295 A   |
| Israel             | APPARATUS FOR LOCALIZED THERMAL TREATMENT OF MAMMALS   | March 22, 1990    | October 31, 1995  | IL 93842           | IL 93842      |
| Israel             | THERMAL TREATMENT APPARATUS  | April 15, 1997    | March 19, 2001    | IL 120674          | 120674        |
| Japan              | APPARATUS FOR LOCALIZED THERMAL TREATMENT OF MAMMALS   | March 22, 1991    | April 8, 2002     | JP 132333          | JP 3272373    |
| Japan              | THERMAL TREATMENT APPARATUS  | March 10, 1995    | November 30, 2001 | JP 779578          | JP 3255820    |
| Japan              | THERMAL TREATMENT APPARATUS  | April 16, 1997    | February 10, 1998 | JP 98992           | JP 10033582   |
| Japan              | URETHRAL CATHETER AND GUIDE  | January 28, 1999  | November 24, 1999 | JP 20563           | JP 11319074   |

# Patents

| Country | Title  | Filing Date        | Issue Date       | Application Number | Patent Number |
|---------|--|--------------------|------------------|--------------------|---------------|
| PCT     | PROSTATIC STENT WITH LOCALIZED TISSUE ENGAGING ANCHORING MEANS AND METHODS FOR INHIBITING OBSTRUCTION OF THE PROSTATIC URETHRA | May 15, 2001       | January 10, 2001 | PCT/US01/15585     | WO 02/02032   |
| PCT     | HYPERTHERMY TREATMENT OF THE PROSTATE AND IMPLANTATION OF THE BIODEGRADABLE URETHRAL STENT                                     | November 13, 2001  | N/A              | PCT/US01/47789     | N/A           |
| PCT     | TREATMENT CATHETERS WITH THERMALLY INSULATED REGIONS   | November 13, 2001  | N/A              | PCT/US01/47793     | N/A           |
| PCT     | LOW THERMAL RESISTANCE ELASTIC SLEEVES FOR MEDICAL DEVICE BALLOONS   | May 2, 2002        | N/A              | PCT/US02/13586     | N/A           |
| PCT     | METHODS FOR TREATING PROSTATITIS   | July 24, 2002      | N/A              | PCT/US02/24221     | N/A           |
| PCT     | CATHETERS WITH SUCTION CAPABILITY AND RELATED METHODS AND SYSTEMS FOR OBTAINING BIOSAMPLES IN VIVO                             | September 25, 2002 | N/A              | PCT/US02/3354      | N/A           |
| PCT     | THERMAL TREATMENT SYSTEMS WITH ENHANCED TISSUE PENETRATION DEPTH USING ADJUSTABLE TREATMENT PRESSURES AND RELATED METHODS      | September 9, 2002  | N/A              | PCT/US02/28688     | N/A           |
| Spain   | A TECHNIQUE FOR LOCALIZED THERMAL TREATMENT OF MAMMALS   | March 18, 1991     | April 16, 1996   | EP 302295          | ES 2083522 T3 |

# Trademarks

| <u>Country</u>     | <u>Mark</u>        | <u>Registrant/Applicant</u>       | <u>Filing Date</u> | <u>Registration Date</u> | <u>Serial Number</u> | <u>Registration Number</u> |
|--------------------|--------------------|-----------------------------------|--------------------|--------------------------|----------------------|----------------------------|
| United States      | ARGOMED and Design | Argomed, Inc.<br>New Jersey Corp. | December 10, 1998  | November 27, 2001        | 75/603,169           | 2,513,070                  |
| United States      | Flame Design       | Argomed, Inc.<br>New Jersey Corp. | January 12, 1999   | November 27, 2001        | 75/619,636           | 2,513,079                  |
| United States      | THERMOFLEX         | Argomed Ltd.,<br>Israeli Corp.    | January 7, 1997    | February 3, 1998         | 75/223,270           | 2,134,195                  |
| United States      | PROSTAPLASTY       | Argomed, Inc.,<br>Delaware Corp.  | December 10, 1998  | N/A                      | 75/604,101           | N/A                        |
| United States      | THERMOPLASTY       | Argomed, Inc.,<br>New Jersey Corp | March 11, 2000     | Abandoned                | 75/941,995           | Abandoned                  |
| European Community | THERMOFLEX         | Argomed Ltd.,<br>Israeli Corp.    | April 1, 1996      | May 5, 1998              | 000107656            | 000107656                  |

TRADEMARK

REEL: 002630 FRAME: 0921

RECORDED: 12/11/2002