

12-31-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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): SEQUAL TECHNOLOGIES, INC. 12-23-02
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: SILICON VALLEY BANK
Internal Address: MAIL SORT HA155
Street Address: 3003 TASMAN DRIVE
City: SANTA CLARA State: CA Zip: 95054
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State CALIFORNIA
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

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
2007 DEC 23 AM 9:36

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 12/03/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 2,036,142
1,896,893 2,494,816
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: SILICON VALLEY BANK
Internal Address: MAIL SORT HA155
Street Address: 3003 TASMAN DRIVE
City: SANTA CLARA State: CA Zip: 95054

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41) \$ 90.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
JOSEPHINE M. CARINO
Name of Person Signing
Signature
Date 12/5/02
Total number of pages including cover sheet, attachments, and document: 11

12/30/2002 DBYRNE 00000197 2036142

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

01 FC:852 40.00 OP
02 FC:852 50.00 OP

TRADEMARK REEL: 002640 FRAME: 0647

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and SEQUAL TECHNOLOGIES INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, 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 thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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

Address of Grantor:

11436 Sorrento Valley Road  
San Diego, CA 92121

Attn: James A. Bixby

Address of Bank:

9645 Scranton Road, Suite 110  
San Diego, CA 92121

Attn: Tim Bobnack

GRANTOR:

SEQUAL TECHNOLOGIES INC.

By: Joaquin  
Title: CEO

BANK:

SILICON VALLEY BANK

By: Tim Bobnack  
Title: Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

SEE SCHEDULE (3 pages)

SCHEDULE OF SEQUAL PATENTS

A. Issued U.S. Patents

Item No.	U.S. Patent No.	Inventors	Title	Filing Date	Issue Date	Comments/Foreign Filing Status
1	4,925,464	Rabenau, et al.	Fluid Flow Switching Valve Assembly and System	11/17/78 8	5/15/90	None.
2	5,114,441	Kanner, et al.	Oxygen Concentrator System and Valve Structure	11/2/90	5/19/92	None.
3	5,112,367	Hill	Fluid Fractionator	2/25/91	5/12/92	Superseded by Item A.4 (Re. 35,099).
4	Re. 35,099	Hill	Fluid Fractionator	10/1/93	11/28/95	Reissue of Item A.3 (5,112,367).
5	5,268,021	Hill, et al.	Fluid Fractionator	2/28/92	12/7/93	Issued in EPO (Item C.1) and Canada (Item F.1). Pending in Japan (Exhibit D, Item 5). For additional foreign filing status see Item C.1.
6	5,366,541	Hill, et al.	Fluid Fractionator	10/25/93 3	11/22/94	Continuation of Item A.5 (5,268,021).
7	5,593,478	Hill, et al.	Improved Fluid Fractionator	9/28/94	1/14/97	PCT <sup>1</sup> at preliminary examination stage (Canada E.1 and Japan Exhibit D, Item 7).
8	5,730,778	Hill, et al.	Improved Fluid Fractionator	10/21/96 6	3/24/98	See Exhibit D, Items 7 and E.1 for foreign filing status. Divisional of Item A.7 (5,593,478).
9	5,979,440	Honkonen, et al.	Methods and Apparatus to Generate Liquid Ambulatory Oxygen from an Oxygen Concentrator	6/16/97	11/9/99	PCT filed (in Canada (Item E.2) and Japan (Item E.3)). EPO issued per Item C.2. See Item C.2 for foreign filing status.
10	6,311,719	Hill, et al.	Rotary Valve Assembly for Pressure Swing Adsorption System	8/10/99	11/6/01	None
11	6,457,485	Hill, et al.	Rotary Valve Assembly for Pressure Swing Adsorption System	8/8/01	10/1/02	None
12	6,471,744	Hill, et al.	Vacuum-Pressure Swing Adsorption Fractionator and Method of Using the Same	8/16/01	10/29/02	PCT Filed PCI/US02/23181

<sup>1</sup> PCI = Patent Cooperation Treaty

SCHEDULE OF SEQUAL PATENTS

B. Pending U.S. Patents

Item No.	U.S. Application No.	Inventors	Title	Filing Date	Issue Date	Comments/Foreign Filing Status
1	09/342,890	Honkonen, et al.	Methods and Apparatus to Generate Liquid Ambulatory Oxygen from an Oxygen Concentrator	6/29/99		Continuation of 5,979,440. No foreign filing.
2	09/343,149	Honkonen, et al.	Methods and Apparatus to Generate Liquid Ambulatory Oxygen from an Oxygen Concentrator	6/29/99		Divisional of 5,979,440. No foreign filing.
3	09/420,892	Honkonen, et al.	Methods and Apparatus to Generate Liquid Ambulatory Oxygen from an Oxygen Concentrator	10/19/99		Continuation in part of 5,979,440. No foreign filing.
4	09/632,099	Hill, et al.	Portable Oxygen Concentration System and Method of Using the Same	8/3/00		PCT application referenced in Item D.2.
5	10/105,657	Hill, et al.	Portable Oxygen Concentration System and Method of Using the Same	3/25/02		Continuation of 09/632,099
6	10/134,868	Hill, et al.	Portable Oxygen Concentration System and Method of Using the Same	4/29/02		Continuation in part of 09/632,099

SCHEDULE OF SEQUAL PATENTS

A. Issued BOC Patents

Item No.	U.S. Patent No.	Inventors	Title	Filing Date	Issue Date
1	5,807,423	Lemcoff, et al.	Process and Apparatus for Gas Separation	9/27/96	9/15/98
2	5,814,130	Lemcoff, et al.	Process and Apparatus for Gas Separation	9/27/96	9/29/98
3	5,814,131	Lemcoff, et al.	Process and Apparatus for Gas Separation	9/27/96	9/29/98
4	5,820,656	Lemcoff, et al.	Process and Apparatus for Gas Separation	1/21/97	10/13/98
5	5,891,217	Lemcoff, et al.	Process and Apparatus for Gas Separation	1/21/97	4/6/99

76002/10424  
21768.1



EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

see attached schedule

SCHEDULE OF SEQUAL TRADEMARKS

The following are all the Trademarks of Licensor:

- |    |         |                  |           |
|----|---------|------------------|-----------|
| 1. | SEQUAL  | February 4, 1997 | 2,036,142 |
| 2. | ATF     | May 30, 1995     | 1,896,893 |
| 3. | INTEGRA | October 2, 2001  | 2,494,816 |

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21768.1

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

none