

01-13-2003



102335384

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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 03/17/2002)
Tab settings

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

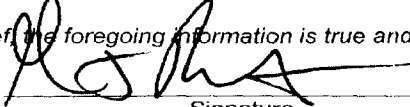
<p>1. Name of conveying party(ies): MERIDIAN MEDICAL TECHNOLOGIES, INC. (formerly known as BRUNSWICK BIOMEDICAL CORPORATION)</p> <p style="text-align: center; font-size: 2em;">1-7-03</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p>Other</p> <p>Additional name(s) of conveying party(ies) attached? Yes No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: ING (U.S.) CAPITAL CORPORATION (formerly known as INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION)</p> <p>Internal Address: 200 Galleria Parkway, NW, Suite 950, Atlanta, GA 30339</p> <p>Street Address: 200 Galleria Parkway, NW, Suite 950</p> <p>City: Atlanta State: GA Zip: 30339</p> <p><input type="checkbox"/> Individual(s) citizenship</p> <p><input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p>Other</p> <p>Execution Date: April 15, 1996</p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 2157050 BINAJECT</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>PILLSBURY WINTHROP LLP P.O. BOX 105000 McLean, VA 22102</p>	<p>6. Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 3.41).....\$ 360</p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 03-3975 (Order No. 8306/291791)</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Glenn T. Barrett  01/07/03

Name of Person Signing Signature Date

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

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

01/10/2003 LHMILLER 00000333 033975 2157050

01 FC:8521 40.00 CH
02 FC:8522 200.00 CH

30341381V1

TRADEMARK
REEL: 002647 FRAME: 0357

4.5 Continued APPLICATION NO. (S) OR REGISTRATION NO.(S)			
A. TRADEMARK APPLICATION NO.(S) series code/serial no	MARK	B. TRADEMARK REGISTRATION NO(S)	MARK
		1214758	CARDIO BEEPER
		1481501	CYTOGUARD
		1201906	INFANTRODE
		2512908	PRIME ECG
		1207805	SOLUJECT
		1288834	SPEEDFIT
		1760636	STI
		1701601	SURVIVAL TECHNOLOGY INC.

**AMENDED AND RESTATED
COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (PATENTS)**

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (PATENTS) (the "Agreement"), dated as of November 20, 1996, by and between MERIDIAN MEDICAL TECHNOLOGIES, INC., a Delaware corporation (the "Borrower"), as successor by merger to BRUNSWICK BIOMEDICAL CORPORATION, a Massachusetts corporation ("BBC"), and ING (U.S.) CAPITAL CORPORATION, a Delaware corporation, previously known as INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION ("ING"), as Agent (ING, in such capacity, the "Agent") for itself and the other lenders (ING and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Credit Agreement, dated as of April 15, 1996, as amended by that certain First Amendment to Credit Agreement, dated as of October 25, 1996, and that certain Assumption Agreement, dated as of the date hereof, among the Borrower, the Agent and the Lenders (as hereafter amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement")

WITNESSETH:

RECITALS.

A. BBC and the Agent entered into that certain Collateral Assignment and Security Agreement (Patents), dated as of April 15, 1996 (the "Original Collateral Assignment"), pursuant to which BBC granted a security interest in, and collaterally assigned, all of its Property (as defined in the Original Collateral Assignment) to the Agent, for its benefit and the ratable benefit of the Lenders.

B. BBC has been merged with and into the Borrower, with the Borrower being the surviving corporation (the "Merger"), and in connection with the Merger, the Borrower entered into that certain Assumption Agreement, dated as of the date hereof, in favor of the Agent and the Lenders, pursuant to which the Borrower expressly assumed all obligations and liabilities of BBC under the Original Collateral Assignment and all other Credit Documents (as defined in the Credit Agreement).

C. The Borrower, certain of its Subsidiaries and the Agent have entered into an Amended and Restated Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

ATL-230167.3

PATENT
REEL: 8186 FRAME: 0541

TRADEMARK
REEL: 002647 FRAME: 0359

capitalized terms used herein and not defined shall have the meanings ascribed to them in the Security Agreement), pursuant to which the Borrower (i) confirmed the continued existence and perfection (after giving effect to the consummation of the Merger) of the Agent's security interest in and to the Collateral owned by BBC immediately prior to the consummation of the Merger, and (ii) assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in and to, and granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in, the property owned by the Borrower immediately prior to the consummation of the Merger, including, without limitation, (a) all of the Borrower's Patents (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Borrower now has or hereafter acquires rights and wherever located; (b) all of the Borrower's Patent Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Borrower now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Secured Obligations.

D. As a condition precedent to the Lenders making the Term Loan to the Borrower and establishing the Revolving Loan Commitment in favor of the Borrower on the Merger Consummation Date and in furtherance of the Security Agreement, including, without limitation, for purposes of perfecting (or continuing the perfection of) the security interests granted therein, the Lenders have required that the Borrower amend and restate the Original Collateral Assignment in the form set forth below in order (i) to confirm the continued existence and perfection (after giving effect to the consummation of the Merger) of the Agent's security interest in and to the Collateral owned by BBC immediately prior to the consummation of the Merger, and (ii) to grant a security interest to the Agent in, and to collaterally assign to the Agent, all of the Borrower's Property owed by the Borrower immediately prior to the consummation of the Merger.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Original Collateral Assignment is amended and restated as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Patent License" means any written agreement now or hereafter in existence granting to the Borrower any right to practice any invention on which a Patent is in

existence, including, without limitation, the agreements listed on Schedule I attached hereto.

"Patents" means all of the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for all of the Secured Obligations, the Borrower hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in, and collaterally assigns to the Agent, for its benefit and the ratable benefit of the Lenders, all of the Borrower's right, title and interest in, to and under the following (collectively, the **"Property"**):

(a) each Patent now or hereafter owned by the Borrower or in which the Borrower now has or hereafter acquires rights and wherever located, including, without limitation, each Patent referred to in Schedule I hereto and any renewals of registrations thereof; and

(b) each Patent License now or hereafter held by the Borrower or in which the Borrower now has or hereafter acquires rights and wherever located, including, without limitation, the Patent Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Borrower against third parties for past, present or future infringement of any Patent or breach of Patent Licenses, if any, including, without limitation, any Patent or Patent License referred to in Schedule I hereto.

Unless and until the Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Agent hereby grants to the Borrower the exclusive, nontransferable, royalty-free right and license under the Property for the Borrower's own benefit and account, so that the Borrower may use and enjoy the Property in connection with its business operations and exercise rights and remedies with respect to the Property, but

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PATENT
REEL: 8186 FRAME: 0543

TRADEMARK
REEL: 002647 FRAME: 0361

with respect to all Property being used in the Borrower's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. The Borrower agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Borrower in this paragraph, except that the Borrower may sublicense the Property in the ordinary course of the Borrower's business but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Upon the exercise by the Agent of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the license granted under this paragraph to the Borrower shall terminate.

3. The Borrower acknowledges and affirms to the Agent and the Lenders that all Liens granted by BBC to the Agent, for its benefit and the ratable benefit of the Lenders, under the Original Collateral Assignment continue to exist and remain perfected after giving effect to the consummation of the Merger.

4. The Borrower does hereby further acknowledge and affirm that the representations, warranties and covenants of the Borrower with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth hereir..

5. This Agreement shall terminate upon termination of the Security Agreement in accordance with Section 13 thereof, including the provisions of such Section 13 relating to partial releases. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Borrower any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Borrower, the Agent shall, at the expense of the Borrower, execute and deliver to the Borrower all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Borrower in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Security Agreement.

6. If at any time before the termination of this Agreement in accordance with Section 5, the Borrower shall obtain or acquire rights to any new Patent (including any Patent application), whether under a Patent License or otherwise, the provisions of Section 2 shall automatically apply thereto and the Borrower shall comply with the terms of the Security Agreement with respect to such new Patent. The Borrower authorizes the Agent to

modify this Agreement by amending Schedule 1 to include any future Patents and Patent Licenses covered by Section 2 or by this Section 6.

7. The Borrower further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Borrower shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement, (b) the Borrower shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Borrower's business and (c) if the Borrower fails to comply with the requirements of the preceding clause (a), the Agent or any Lender may do so in the Borrower's name or in its own name, but in any case at the Borrower's expense, and the Borrower hereby agrees to reimburse the Agent and the Lenders for all expenses, including attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Property.

8. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

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PATENT
REEL: 8186 FRAME: 0545

TRADEMARK
REEL: 002647 FRAME: 0363

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

MERIDIAN MEDICAL TECHNOLOGIES, INC.

By: *James H. Miller*
James H. Miller
President

City
STATE OF *Washington*)
District) ss.:
COUNTY OF *Columbia*)

On the 19th day of November, 1996 before me personally came James H. Miller, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President of Meridian Medical Technologies, Inc., who being by me duly sworn, did depose and say that he is the President of Meridian Medical Technologies, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Sharon Bedley
Notary Public

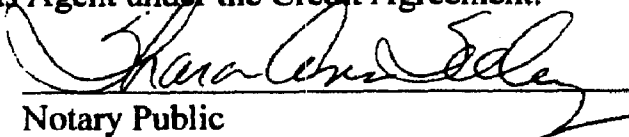
My Commission Expires:
My Commission Expires February 14, 2001

[NOTARIAL SEAL]

By: 
Darren Wells
Managing Director

City
STATE OF *(Washington)*
District) ss.:
COUNTY OF *(Columbia)*

On the 17th day of November, 1996 before me personally came Darren Wells, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Managing Director of ING (U.S.) Capital Corporation; who being by me duly sworn, did depose and say that he is the Managing Director of ING (U.S.) Capital Corporation; that the said instrument was signed on behalf of said corporation in its capacity as Agent under the Credit Agreement; that he signed his name thereto at the direction of the corporation; and that he acknowledged said instrument to be the free act and deed of said corporation in its capacity as Agent under the Credit Agreement.


Notary Public

My Commission Expires:

My Commission Expires February 14, 2001

[NOTARIAL SEAL]

SCHEDULE I

REGISTERED U.S. PATENTS

<u>TITLE</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
PLURAL INJECTION ASSEMBLY	4329988	18 MAY 1982
"CYANIDE ANTIDOTE"	4292311	29 SEP 1981
AUTOMATIC INJECTOR WITH CARTRIDGE HAVING SEPARATE SEQUENTIALLY INJECTABLE MEDICAMENTS	4394863	26 JUL 1983
MULTIPLE MEDICAMENT CARTRIDGE CLIP AND MEDICAMENT DISCHARGING DEVICE THEREFOR	4518384	21 MAY 1985
PLURAL DOSAGE AUTOMATIC INJECTOR WITH IMPROVED SAFETY	4578064	25 MAR 1986
METHOD AND APPARATUS FOR INITIATING REPERFUSION TREATMENT BY AN UNATTENDED INDIVIDUAL UNDERGOING HEART ATTACK SYMPTOMS	4658830	21 APR 1987
AUTOMATIC INJECTOR WITH IMPROVED GLASS CONTAINER PROTECTOR	4678461	7 JUL 1987
DESIGN FOR SYRINGE	D 294640	8 MAR 1988

PATENT
REEL: 8186 FRAME: 0548

TRADEMARK
REEL: 002647 FRAME: 0366

ANTI-CONTAMINATION HAZARDOUS MATERIAL PACKAGE	4645073	24 FEB 1987
PLURAL DOSAGE AUTOMATIC INJECTOR WITH A BY-PASS FITMENT	4723937	9 FEB 1988
INJECTION METHOD AND APPARATUS WITH ELECTRICAL BLOOD ABSORBING STIMULATION	4832682	23 MAY 1989
AUTOMATIC MEDICAMENT INGREDIENT MIXING AND INJECTING APPARATUS	4689042	25 AUG 1987
PROTEIN ABSORPTION ENHANCING AGENTS	4772585	20 SEP 1988
AUDIBLE SIGNAL AUTO- INJECTOR TRAINING DEVICE	4640686	3 FEB 1987
AUTOMATIC MEDICAMENT INGREDIENT MIXING AND INJECTING APPARATUS	4755169	5 JUL 1988
PROTEIN ABSORPTION ENHANCING AGENTS	5002930	26 MAR 1991
PROTEIN ABSORPTION ENHANCING AGENTS	4839170	13 JUN 1989
METHOD OF ENHANCING THE EFFECT OF T-PA	RE 32919	9 MAY 1989

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PATENT
REEL: 8186 FRAME: 0549

TRADEMARK
REEL: 002647 FRAME: 0367

HAZARDOUS MATERIAL VIAL APPARATUS PROVIDING EXPANSIBLE SEALED AND FILTER VENTED CHAMBERS AND METHOD	4768568	6 SEP 1988
HAZARDOUS MATERIAL VIAL APPARATUS PROVIDING EXPANSIBLE SEALED AND FILTER VENTED CHAMBERS AND METHOD	4834149	30 MAY 1989
INJECTION METHOD AND APPARATUS WITH ELECTRICAL BLOOD ABSORBING STIMULATION	4795433	3 JAN 1989
AUTOMATIC INJECTOR FOR EMERGENCY TREATMENT	5078680	7 JAN 1992
CONVENIENTLY CARRIED FREQUENT USE AUTOINJECTOR	5085642	4 FEB 1992
AUTOINJECTOR CONVERTED FROM INTRAMUSCULAR TO SUBCUTANEOUS MODE OF INJECTION	5102393	7 APR 1992
MULTIPLE CHAMBER AUTOMATIC INJECTOR	5041088	20 AUG 1991
PACKAGE	4982769	8 JAN 1991
CONVENIENTLY CARRIED FREQUENT USE AUTO- INJECTOR WITH IMPROVED CAP STRUCTURE	5085641	4 FEB 1992
DESIGN FOR CAP STRUCTURE	D 332489	12 JAN 1993
DESIGN FOR AUTO-INJECTOR	D 330079	6 OCT 1992

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PATENT
REEL: 8186 FRAME: 0550

TRADEMARK
REEL: 002647 FRAME: 0368

IMPROVED DISPERSION MULTICHAMBER AUTO- INJECTOR	5092843	3 MAR 1992
AUTOMATIC INJECTORS	5295965	22 MAR 1994
RELOADABLE INJECTOR	5425715	20 JUN 1995
INJECTION DEVICE HAVING POLYPARAXYLYLENE COATED CONTAINER	5354286	11 OCT 1994
AUTO-INJECTOR TRAINING DEVICE	5567160	22 OCT 1996
ESOPHAGEAL/STOMACH PLACEMENT ELECTRODE	5556425	17 SEP 1996
AMBULATORY MONITORING SYSTEM WITH REAL TIME ANALYSIS AND TELEPHONE TRANSMISSION	4531527	30 JUL 1985
AUTOINJECTOR TRAINING DEVICE	5567160	22 OCT 1996
CARTRIDGE WITH UNIVERSAL PLASTIC HUB	4713061	15 DEC 1987
CONVENIENTLY CARRIED FREQUENT USE AUTOINJECTOR	5085642	04 FEB 1992
DEVICE FOR MEASURING MULTIPLE CHANNELS OF HEARTBEAT ACTIVITY AND ENCODING INTO A FORM SUITABLE FOR SIMULTANEOUS TRANSMISSION OVER	4889134	26 DEC 1989
DISPOSABLE HYPODERMIC SYRINGE WITH PLASTIC		

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PATENT
REEL: 8186 FRAME: 0551

TRADEMARK
REEL: 002647 FRAME: 0369

SNAP-ON NEEDLE HUB
AND HEAT SHRINK SEAL
THEREFOR

4747839

31 MAY 1988

ELECTRODE ASSEMBLY
AND METHODS OF USING
THE SAME IN THE RESPIRATORY
AND/OR CARDIAC MONITORING OF AN
INFANT [OR CARDIAC MONITORING
OF AN INFANT]

3888240

10 JUN 1975

EMERGENCY
ELECTRODE

4408610

11 OCT 1983

HEART-LUNG
RESUSCITATOR LITTER UNIT

4060079

29 NOV 1977

METHOD AND APPARATUS
FOR SELF-ADMINISTERING
PRE-HOSPITAL PHASE
TREATMENT OF CORONARY
PRONE INDIVIDUALS IN THE
EARLY MINUTES OR HOURS
AFTER THE ONSET OF HEART
ATTACK SYMPTOMS

3870035

11 MAR 1975

METHOD AND APPARATUS OF
TREATING HEART ATTACK
PATIENTS PRIOR TO THE
ESTABLISHMENT OF QUALIFIED
DIRECT CONTACT PERSONAL
CARE

3910260

07 OCT 1975

METHOD OF TREATING
HEART ATTACK PATIENTS
PRIOR TO THE ESTABLISHMENT
OF QUALIFIED DIRECT
CONTACT PERSONAL CARE

4004577

25 JAN 1977

MONITORING DEVICE
WITH DUAL POSITION

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PATENT
REEL: 8186 FRAME: 0552

TRADEMARK
REEL: 002647 FRAME: 0370

ELECTRODES	4862896	05 SEP 1989
RECTAL ADMINISTRATOR	5364363	15 NOV 1994
SPLIT HUB ASSEMBLY FOR A NECKED DOWN CARTRIDGE TUBE	4624393	25 NOV 1986
STABILIZED BENACTYZINE HYDROCHLORIDE [PROPYLENE GLYCOL, WATER]	4212886	15 JUL 1980
STABLE AQUEOUS SOLUTIONS OF PRALIDOXIME SALTS [CHOLINESTERASE INHIBITOR AND ANTIDOTE AGAINST LETHAL ALKYL PHOSPHATE INTOXICATION]	4305947	15 DEC 1981
T-PA COMPOSITION CAPABLE OF BEING ABSORBED INTO THE BLOOD STREAM AND METHOD OF ADMINISTRATION [HYDROXYLAMINE, HYDROXYLAMINE HYDROCHLORIDE DISASSOCIATING AGENT]	4661469	28 APR 1987
TWELVE-LEAD PORTABLE HEART MONITOR AND METHOD	5339823	23 AUG 1994
WET DRY SYRINGE PACKAGE	4328802	11 MAY 1982
ESOPHAGEAL DISPLACEMENT ELECTRODE	5170803	15 DEC 1992

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PATENT
REEL: 8186 FRAME: 0553

TRADEMARK
REEL: 002647 FRAME: 0371

ESOPHAGEAL-STOMACH DISPLACEMENT ELECTRODE	5197491	30 MAR 1993
ESOPHAGEAL/STOMACH PLACEMENT ELECTRODE	5556425	17 SEP 1996
OCCLUSIVE CHEST SEALING VALVE	5160322	03 NOV 1992
RESUSCITATION AID; IN A MEDICAL DEVICE	5165396	24 NOV 1992
SPECIALIZED PEAK FLOW METER	5373851	20 DEC 1994
TWELVE-LEAD PORTABLE HEART MONITOR	5465727	14 NOV 1995

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PATENT
REEL: 8186 FRAME: 0554

TRADEMARK
REEL: 002647 FRAME: 0372

PENDING U.S. PATENT APPLICATIONS

<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
IMPROVED t-PA ENHANCER PROFILE	244417	14 SEPT 1988
DESIGN FOR SYRINGE (MEDIMECH)	294640	8 MARCH 1988
PROTEIN ENHANCE AGENT FWC 82	08/089607	12 JULY 1993
T-PA ENHANCER	08/032190	15 MARCH 1993
MULTICHAMBER AUTO-INJECTOR (Reissue of Patent #5041088 (8/20/91))	08/506130	24 JULY 1995
DENTAL CARTRIDGE AUTO- INJECTOR WITH PROTECTIVE NEEDLE COVER	08/545149	19 OCT 1995
ANTI-CORING NEEDLE	08/545148	19 OCT 1995
NIPPLE PLUNGER	08/280884	26 OCT 1995

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PATENT
REEL: 8186 FRAME: 0555

TRADEMARK
REEL: 002647 FRAME: 0373

PATENT LICENSES

Patent Licenses with respect to which
the Borrower is a licensor:

<u>Licensee</u>	<u>License</u>	<u>Patent Registration or Serial Number</u>
Mead Johnson & Co. (Bristol Myers Squibb)	License & Supply Agreement date January 31, 1989	4,768,568, 4,834,149 and 4,982,769
Ares Trading	Development & Supply Agreement, dated September 23, 1993	4,031,893, 4,755,169, 5,085,641, 5,085,642 and 936,236
Mylan Laboratories	Development, Manufacturing & Supply Agreement, dated August 31, 1993	3,882,862, 4,031,893, 4,755,169, 5,085,641, 5,085,642, 5,102,393, 330,079 and 332,489
Lotus Biochemical Corporation	License & Manufacturing Agreement, dated July 27, 1993	various patents
Center Laboratories, Inc. EM Industries	Investment Agreement, dated November 12, 1992	various patents

Patents and Patent Applications with respect to which
the Borrower is a licensee:

<u>Licensor</u>	<u>License</u>	<u>Patent Registration or Serial Number</u>
Dr. Rudolph Kupfer	License & Settlement Agreement, dated September 23, 1993	5,088,996, 4,516,967 and 4,619,651

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RECORDED: 12/12/1996

PATENT
REEL: 8186 FRAME: 0556

TRADEMARK
REEL: 002647 FRAME: 0374

**COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (PATENTS)**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (PATENTS) (the "Agreement"), dated as of April 15, 1996, by and between BRUNSWICK BIOMEDICAL TECHNOLOGIES, INC., a Massachusetts corporation (the "Grantor"), and INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION, a Delaware corporation ("ING"), as Agent (ING, in such capacity, the "Agent") for itself and the other lenders (ING and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Credit Agreement, dated as of even date herewith, among Brunswick Biomedical Corporation, a Massachusetts corporation (the "Borrower"), the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

RECITALS.

A. The Grantor owns and uses certain patents and patent licenses which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lenders propose to make certain loans to the Borrower pursuant to the Credit Agreement, and in fulfillment of a condition precedent thereto, the Grantor has entered into a Subsidiary Guaranty, dated as of the date hereof, together with the other parties named therein, in favor of the Agent and the Lenders, pursuant to which the Grantor has, inter alia, guaranteed the payment and performance of such loans; and

C. The Borrower, the Grantor, certain other Subsidiaries of the Borrower and the Agent have entered into a Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Security Agreement); and

D. Pursuant to the Security Agreement, the Grantor has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in and to, and granted to the Agent,

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for its benefit and the ratable benefit of the Lenders, a security interest in, the property described therein, including, without limitation, (a) all of the Grantor's Patents (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located; (b) all of the Grantor's Patent Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Secured Obligations; and

E. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Grantor grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in and a collateral assignment of the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Patent License" means any written agreement now or hereafter in existence granting to the Grantor any right to practice any invention on which a Patent is in existence, including, without limitation, the agreements listed on Schedule I attached hereto.

"Patents" means all of the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for all of the Secured Obligations, the Grantor hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in, and collaterally assigns to the Agent, for its benefit and the ratable benefit of the

Lenders, all of the Grantor's right, title and interest in, to and under the following (collectively, the "Property"):

- (a) each Patent now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, each Patent referred to in Schedule I hereto and any renewals of registrations thereof; and
- (b) each Patent License now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, the Patent Licenses, if any, referred to in Schedule I hereto; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent or breach of Patent Licenses, if any, including, without limitation, any Patent or Patent License referred to in Schedule I hereto.

Unless and until the Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Agent hereby grants to Grantor the exclusive, nontransferable, royalty-free right and license under the Property for Grantor's own benefit and account, so that the Grantor may use and enjoy the Property in connection with its business operations and exercise rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Grantor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Grantor in this paragraph, except that the Grantor may sublicense the Property in the ordinary course of the Grantor's business but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Upon the exercise by the Agent of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the license granted under this paragraph to the Grantor shall terminate.

3. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral

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assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Security Agreement in accordance with Section 13 thereof, including the provisions of such Section 13 relating to partial releases. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Grantor in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Security Agreement.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new Patent (including any Patent application), whether under a Patent License or otherwise, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Patent. The Grantor authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Patents and Patent Licenses covered by Section 2 or by this Section 5.

6. The Grantor further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Grantor shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement, (b) the Grantor shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), the Agent or any Lender may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Agent and the Lenders for all expenses, including attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

BRUNSWICK BIOMEDICAL TECHNOLOGIES, INC.

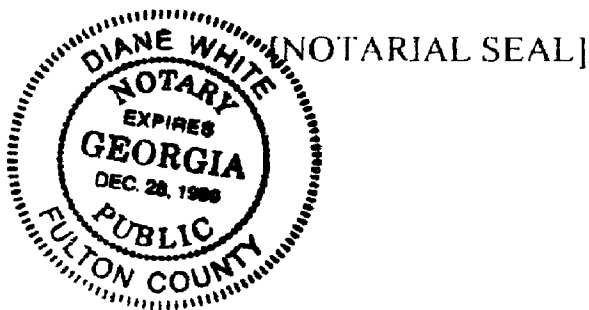
By: James H. Miller
James H. Miller
President

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

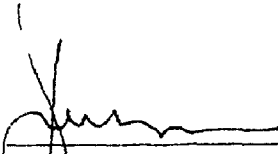
On the 17th day of April, 1996 before me personally came James H. Miller, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President of Brunswick Biomedical Technologies, Inc. who being by me duly sworn, did depose and say that he is the President of Brunswick Biomedical Technologies, Inc. the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Diane White
Notary Public

My Commission Expires:

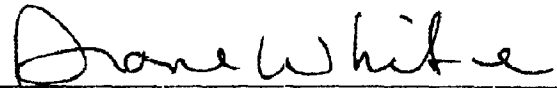


INTERNATIONALE NEDERLANDEN
(U.S.) CAPITAL CORPORATION, as Agent

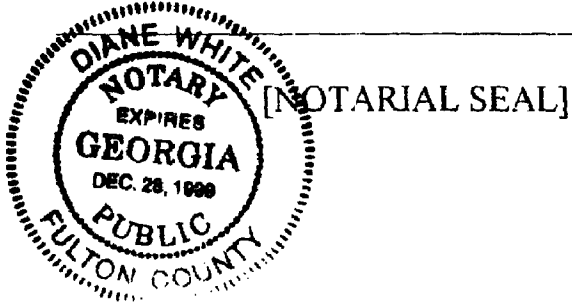
By: 
Darren Wells
Managing Director

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On the 14th day of April, 1996 before me personally came Darren Wells, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Managing Director of Internationale Nederlanden (U.S.) Capital Corporation; who being by me duly sworn, did depose and say that he is the Managing Director of Internationale Nederlanden (U.S.) Capital Corporation; that the said instrument was signed on behalf of said corporation in its capacity as Agent under the Credit Agreement; that he signed his name thereto at the direction of the corporation; and that he acknowledged said instrument to be the free act and deed of said corporation in its capacity as Agent under the Credit Agreement.


Notary Public

My Commission Expires:



SCHEDULE I

BRUNSWICK BIOMEDICAL TECHNOLOGIES, INC.

REGISTERED U.S. PATENTS

<u>TITLE</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Esophageal-Stomach Displacement Electrode	US 5197491	03/30/93
Esophageal Displacement Electrode	US 5170803	12/15/92
Resuscitation Aid	US 5165396	11/24/92
Occlusive Chest Sealing Valve *Assigned to Jonathan W. Weders	US 5160322	11/03/92
Method Apparatus for Controlling Breathing Employing Internal and External Electrodes	US 5036848	08/06/91

PENDING U.S. PATENT APPLICATIONS

<u>TITLE</u>	<u>FILING NO.</u>	<u>FILING DATE</u>
	NONE.	

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BRUNSWICK BIOMEDICAL TECHNOLOGIES, INC.

PATENT LICENSES

Patent Licenses with respect to which
the Borrower is a licensor:

<u>Licensee</u>	<u>License</u>	<u>Patent Registration or Serial Number</u>
Brunswick Biomedical Techonologies, Inc.	Kiss of Life Barrier Mask	

Patents and Patent Applications with respect to which
the Borrower is a licensee:

<u>Licensor</u>	<u>License</u>	<u>Patent Registration or Serial Number</u>
	NONE.	

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May 1, 1996-12 2 23

RECORDED: 05/31/1996

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RECORDED: 01/07/2003

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