01-16-2003

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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

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

1. Name of conveying party(ies):
ACMI Corporation
136 Turnpike Road
Southborough, MA 01772

1-16-03

- ☐ 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 Collateral 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: 01/10/2003

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

A. Trademark Application No.(s)
Please see schedule attached hereto.

B. Trademark Registration No.(s)
Please see schedule attached hereto.

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 Street, NW

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....$165-00

- ☐ 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
01/10/2002 — 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

01/17/2003 GTON11 00000046 76382435

01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

SECURITY AGREEMENT SUPPLEMENT
SCHEDULE 2

ACMI TRADEMARKS

Name of Registered Owner	Trademark	Application Serial Number	File Date	Registration Number	Registration Date
ACMI	ACMI	76-382,435	14/02		
ACMI	AQUATHERM	78-200,566	7/03		
ACMI	BIG MOUTH	78-198,654	2/30/02		
ACMI	CORETHERM	78-102,690	15/02		
ACMI	DUR	76-357,829	14/02		
ACMI	E-Z GLIDER	76-363,067	28/02		

SUPPLEMENT dated as of January 10, 2003, to the Security Agreement dated as of November 12, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*") , among ACMI CORPORATION, a Delaware corporation (formerly known as CIRCON CORPORATION, the "*Borrower*"), AMERICAN CYSTOSCOPE MAKERS, INC., a Delaware corporation (formerly known as CIRCON HOLDINGS CORPORATION, "*Holdings*"), each subsidiary of the Borrower listed on Schedule I thereto (collectively, with Holdings and the Borrower, the "*Grantors*") and JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank), a New York banking corporation ("*JPMCB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined therein).

A. Reference is made to 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*") and JPMCB, as administrative agent and collateral agent for the Lenders.

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. Pursuant to Section 4.04 of the Security Agreement, each Grantor authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement the Security Agreement by supplementing Schedule II, III, IV or V thereto or adding additional schedules thereto to specifically identify any asset or item that the Collateral Agent reasonably believes constitute Copyrights, Licenses, Patents or Trademarks. The Grantors have identified additional Copyrights, Licenses, Patents or Trademarks as set forth on the Schedules hereto. The undersigned Grantors are executing this Supplement in order to facilitate a supplemental filing to be made by the Collateral Agent with the United States Patent and Trademark office.

Accordingly, the Collateral Agent and each of the undersigned Grantors agree as follows:

SECTION 1. (a) Schedule IV of the Security Agreement is hereby supplemented by the information set forth in Schedules 1 and 3 hereto.

(b) Schedule V of the Security Agreement is hereby supplemented by the information set forth in Schedule 2 hereto.

SECTION 2. This Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one contract. This Supplement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement. This Supplement shall be construed as a separate Supplement with respect to each Grantor and

may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. Each of the undersigned Grantors hereby represents and warrants that the information set forth on Schedule 1, 2 and 3 hereto is true and correct.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. 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 7. The undersigned Grantors agree 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.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement to the Security Agreement as of the day and year first above written.

ACMI CORPORATION

by _____

Name: Ron Honig
Title: Secretary

AMERICAN CYSTOSCOPE MAKERS, INC.

by _____

Name: Ron Honig
Title: Secretary

CABOT TECHNOLOGY CORPORATION

by _____

Name: Ron Honig
Title: Secretary

Signature Page to Security Agreement Supplement

JPMORGAN CHASE BANK,
as Collateral Agent,

by

Name: ROBERT BOTTAMEDI
Title: VICE PRESIDENT

SECURITY AGREEMENT SUPPLEMENT
SCHEDULE 1

CABOT PATENTS

Name of Registered Owner	Patent Number	Application Number	Description	Issue Date
Cabot	6,234,205		Surgical Probe Adapted for Smoke Evacuation	5/22/01
Cabot	6,086,554		Surgical Suction/Irrigation Probe Assembly w/a Rotatable Adaptor	7/11/00
Cabot	6,036,672		Instrument Seal	3/14/00
Cabot	5,972,002		Apparatus and Method for Surgical Ligation	10/26/99
Cabot Technology	5,851,185		Apparatus for Alignment of Tubular Organs	12/22/98
Coll (Licensed to Cabot)	5,221,253		Urological Stent - Catheter System Having Varying Diameter Stent	6/22/93
Coll (Licensed to Cabot)	5,116,309		Ureteral Stent - Catheter System Having Varying Diameter Stent	5/26/92
Hydromer (Licensed to Cabot)	4,642,267		Hydrophilic Polymer Band	2/10/87

SECURITY AGREEMENT SUPPLEMENT
SCHEDULE 2

ACMI TRADEMARKS

Name of Registered Owner	Trademark	Application Serial Number	File Date	Registration Number	Registration Date
ACMI	ACMI	76-382,435	3/14/02		
ACMI	AQUATHERM	78-200,566	1/7/03		
ACMI	BIG MOUTH	78-198,654	12/30/02		
ACMI	CORETHERM	78-102,690	1/15/02		
ACMI	DUR	76-357,829	1/14/02		
ACMI	E-Z GLIDER	76-363,067	1/28/02		

SECURITY AGREEMENT SUPPLEMENT
SCHEDULE 3

ACMI PATENTS

AMCI	6,485,411		Endoscope Shaft with Superelastic Alloy Spiral Frame and Braid	11/26/02
AMCI	6,475,140		Flexible Pressure Resistant Cover for the Application System of a Medical Instrument	11/5/02
AMCI	6,358,200		Continuous Flow Resectoscope with Single Tube Sheath Assembly and Rotatable Connection	3/19/02
AMCI	6,293,952		Medical Instrument System for Piercing Through Tissue	9/25/01
AMCI	6,197,025		Grooved Slider Electrode for a Resectoscope	3/6/01
AMCI	6,187,017		Retrieval Basket for a Surgical Device	2/13/01
AMCI	6,176,847		Surgical Irrigation System Incorporating Flow Sensor	1/23/01
AMCI	6,171,249		Ultrasound Guided Therapeutic and Diagnostic Device	1/9/01
AMCI	6,171,235		Flexible Pressure Resistant Cover for the Articulation System of a Medical Instrument	1/9/01
AMCI	6,156,006		Medical Instrument System for Piercing Through Tissue	12/5/00
AMCI	6,100,920		Video Signal Compensator for Compensating Differential Picture Brightness of an Optical Image due to Uneven Illumination and Method	8/8/00
AMCI	6,053,861		Self-Closing Seal for a Medical Instrument	4/25/00

AMCI	5,976,129		Endoscopic Surgical Instrument	11/2/99
AMCI	5,938,588		Superelastic Control Wire Sheath for Flexible Endoscope	8/17/99
Everest Medical/Gyrus (licensed to ACMI)	5,445,638		Bipolar Coagulation and Cutting Forceps	8/29/95
Leach (licensed to ACMI)	5,232,443		Combined Urological Retractor and Instrument for Inserting Suprapubic Catheter and Method	8/3/93
ACMI	Des. 358,887		Combined Cutting and Coagulating Forceps	5/30/95
ACMI		09/712,377	Cutting Loop Electrode	11/14/00
ACMI		09/427,164	Endoscope Shaft with Slotted Tube	10/26/99
ACMI		09/944,227	Field Emission Wafer and Process for Making the Same for Use in Field Emission Display Devices	8/30/01
ACMI		09/384,926	Medical Imaging Instrument, Systems and Methods	8/26/1999
ACMI		10/041,645	Outflow System for an Endoscope	1/7/2002
AMCI		10/013,005	Retrieval Basket for a Surgical Device and System and Method for Manufacturing Same	11/20/2001
AMCI		10/087,622	Flexible Ureteropyeloscope	3/1/02