

04-08-2003

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

Tab settings

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

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

3. Nature of conveyance: [X] Security Agreement Supplement Execution Date: 04/02/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) PLEASE SEE ATTACHED B. Trademark Registration No.(s) SCHEDULE

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Penelope Agadoa Internal Address: Federal Research Corporation Street Address: 1030 Fifteenth Street NW, Suite 920 City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 8. Deposit account number:

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. Randi S. Aronow Signature Date April 4, 2003

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

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CONTINUATION OF ITEM 4

SECURITY AGREEMENT SUPPLEMENT
SCHEDULE 1

ACMI TRADEMARKS

Name of Registered Owner	Trademark	Application Serial Number	File Date	Registration Number	Registration Date
ACMI	MICRO-L			2,170,287	6/30/98

SUPPLEMENT dated as of April 2, 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, the 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 undersigned Grantor has identified additional Trademarks as set forth on the Schedule hereto. The undersigned Grantor is 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 the undersigned Grantor agree as follows:

SECTION 1. (a) Schedule V of the Security Agreement is hereby supplemented by the information set forth in Schedule 1 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 the undersigned 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 the undersigned Grantor shall not 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 may be amended, modified, supplemented, waived or released as provided in the Security Agreement, with respect to the undersigned 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. The undersigned Grantor hereby represents and warrants that the information set forth on Schedule 1 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.

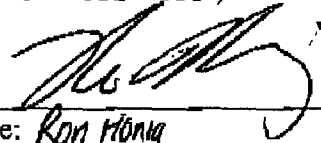
SECTION 7. The undersigned Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

[The Remainder of this Page Intentionally Left Blank]

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 Hong*
Title: *Secretary*

Signature Page to Security Agreement
Supplement

JPMORGAN CHASE BANK,
as Collateral Agent,

by



Name:

Title:



**SECURITY AGREEMENT SUPPLEMENT
SCHEDULE 1**

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ACMI	MICRO-L			2,170,287	6/30/98