

04-09-2003

C

FORM PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)



102414032

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

4.1.03

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

1. Name of conveying party(ies):
ANIMAS CORPORATION

FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation-DE
- Other
- Association
- Limited Partnership

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

Name: **Silicon Valley Bank**
Internal Address: HA155

Street Address: 3003 Tasman Drive

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

City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: **CORRECTION:** Document #102286616 indicated the error of the missing name of the conveying party on the original cover sheet. Please use the name above as the conveying party.

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State-Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Execution Date: 11/4/2002

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark No.(s)

76/283,983

2,532,175

76/284,243

Additional numbers attached? Yes No

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$0 (already paid)

- 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.

Bryan Brittingham
Name of Person Signing

Signature

3/31/03
Date

Total number of pages including cover sheet, attachments, and document: 8

TRADEMARK
REEL: 002707 FRAME: 0500

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

1. Name of conveying party(ies): <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-DE <input type="checkbox"/> Other		2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155 Street Address: 3003 Tasman Drive City: Santa Clara State: CA ZIP: 95054	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <i>11-18-02</i> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		<input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State-Delaware <input type="checkbox"/> Other Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Execution Date: 11/4/2002			

4. Application number(s) or registration number(s):	
A. Trademark Application No.(s) 76/283,983 76/284,243	B. Trademark No.(s) 2,532,175
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054		6. Total number of applications and registrations involved: 3	
		7. Total fee (37 CFR 3.41): \$90 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> 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.

11/19/2002 DBYRNE 00000188 76283983
01 FC-521 Brittingham 40.00 OP
02 FC-522 50.00 OP
Name of Person Signing

[Signature]
Signature

11/8/02
Date

Total number of pages including cover sheet, attachments, and document: 7
Mail documents to be recorded with required cover sheet information to:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the November 4, 2002 by and between SILICON VALLEY BANK ("Bank") and ANIMAS CORPORATION and ANIMAS DIABETES CARE, LLC (collectively, the "Grantors").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated of even date herewith (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 Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in certain Intellectual Property, including, without limitation, Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantors' 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, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Bank a security interest in all of each Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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, provided that Bank shall not have a lien on any Grantor's Joint Venture Intellectual Property.

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 or members, as the case may be, thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantor:

590 Lancaster Avenue
Frazer, Pennsylvania 19335
Attn: Richard A. Baron

ANIMAS CORPORATION


By: 

Title: V.P. Finance

Address of Grantor:

590 Lancaster Avenue
Frazer, Pennsylvania 19335
Attn: Richard A. Baron

ANIMAS DIABETES CARE, LLC

By: 

Title: V.P. Finance

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: _____

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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

GRANTORS:

Address of Grantor:

590 Lancaster Avenue
Frazer, Pennsylvania 19335
Attn: _____

ANIMAS CORPORATION

By: _____

Title: _____

Address of Grantor:

590 Lancaster Avenue
Frazer, Pennsylvania 19335
Attn: _____

ANIMAS DIABETES CARE, LLC

By: _____

Title: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: _____

BANK:

SILICON VALLEY BANK

By: Elizabeth A. Harper

Title: Senior Vice President

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

ANIMAS CORPORATION

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
IMPLANTABLE SENSOR AND SYSTEM FOR MEASUREMENT AND CONTROL OF BLOOD CONSTITUENT LEVELS							
CANADA	PH-209726.0010	CEQ	7/8/1996	2226012			PENDING
EUROPEAN PATENT	PH-209726.0011	CEQ	7/8/1996	96923706.4			PENDING
ISRAEL	PH-209726.0012	CEQ	7/8/1996	122747	3/7/2001	122747	ISSUED
JAPAN	PH-209726.0013	CEQ	7/8/1996	9-505323			PENDING
UNITED STATES	PH-209726.0002	NEW	7/6/1995	08/500,388	11/30/1999	5,995,860 ✓	ISSUED
UNITED STATES	PH-209726.0015	CIP	7/8/1996	08/981,860	9/19/2000	6,122,536 ✓	ISSUED
WIPO	PH-209726.0014	CEQ	7/8/1996	PCT/US96/11435			NAT PHASE

IMPLANTABLE SENSOR AND SYSTEM FOR IN VIVO MEASUREMENT AND OF CONTROL OF FLUID CONSTITUENT LEVELS							
CANADA	PH-209726.0016	DCA	7/8/1997	2259254			PENDING
EUROPEAN PATENT	PH-209726.0017	DCA	7/8/1997	97932530.5			PENDING
HONG KONG	PH-209726.0025	DCA	12/21/1999	99106000.7			PUBLISHED
ISRAEL	PH-209726.0018	DCA	7/8/1997	127213			PENDING
JAPAN	PH-209726.0019	DCA	7/8/1997	HEI10-505318			PENDING
UNITED STATES	PH-209726.0003	CON	7/8/1997	09/054,806	4/11/2000	6,049,727 ✓	ISSUED
WIPO	PH-209726.0020	CEQ	7/8/1997	PCT/US97/11832			NAT PHASE

INFUSION PUMP WITH A SEALED DRIVE MECHANISM AND IMPROVED METHOD OF OCCLUSION DETECTION							
UNITED STATES	PH-209726.0005	NEW	6/18/1999	09/335,999	7/23/2002	6,423,035 ✓	ISSUED
UNITED STATES	PH-209726.0037	DIV	5/7/2002	10/140,633 ✕			PENDING

INFUSION PUMP SYRINGE							
UNITED STATES	PH-209726.0023	NEW	7/5/2000	09/610,622 ✕			PENDING
WIPO	PH-209726.0027	CEQ	6/8/2001	PCT/US01/18673			PENDING

LOW PROFILE INFUSION SET							
UNITED STATES	PH-209726.0022	NEW	7/25/2000	09/625,245 ✕			PENDING
WIPO	PH-209726.0026	CEQ	6/8/2001	PCT/US01/40896			PENDING

TRANSCUTANEOUS INSERTER FOR LOW PROFILE INFUSION SETS							
UNITED STATES	PH-209726.0034	FCA	12/18/2001	10/024,894 ✓			PENDING

SYSTEM AND METHOD FOR MANAGING DIABETES							
CANADA	PH-209726.0042	CEQ	6/21/2002	2391174			PENDING
UNITED STATES	PH-209726.0041	FCA	6/19/2002	10/176,390 ✕			PENDING

EXHIBIT C

Trademarks

ANIMAS CORPORATION

Trademark Report by Mark

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ANIMAS							
UNITED STATES	PH-209726.0033	7/16/2001	76/284,820	1/22/2002	2,532,175	REGISTERED ✓	42,10
EZ MANAGER							
UNITED STATES	PH-209726.0031	7/12/2001	76/283,983	PENDING	16,09	✓	
EZ SET							
UNITED STATES	PH-209726.0030	7/12/2001	76/284,243	PENDING	10	✓	