

07-25-2003



Tab settings

To the Honorable Commissioner of Patents and Trademarks **102507900**

and original documents or copy thereof.

1. Name of conveying party(ies): **7-11-03**
TREK DIAGNOSTIC SYSTEMS, LTD.

- Individual(s)
- General Partnership
- Corporation-State
- Other Israeli corporation
- Association
- Limited Partnership

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

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other
 - Merger
 - Change of Name

Execution Date: 07/03/2003

2. Name and address of receiving party(ies)
Name: BELTWAY CAPITAL PARTNERS, LLC
Internal
Address:

Street Address: 7301 Parkway Drive, 5th Floor

City: Hanover State: MD Zip: 21076

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

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s) 26-Aug-26;
75/504446; 27-Aug-26; 75/504448

Additional number(s) attached Yes No

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

Name: Gregory E. Fisher, Esq.

Internal Address: Ober Kaler Grimes & Shriver

Street Address: 120 East Baltimore Street

City: Baltimore State: MD Zip: 21202

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

~~07/24/2003 DBYRNE 00000107 75504446~~

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

Gregory E. Fisher
Name of Person Signing

Gregory E. Fisher
Signature

07/10/2003
Date

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

14

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

AMENDED AND RESTATED
TRADEMARK AND LICENSE SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") dated July 3, 2003, is given by TREK DIAGNOSTIC SYSTEMS, LTD., an Israeli corporation ("Assignor"), in favor of BELTWAY CAPITAL PARTNERS, LLC, a Maryland limited liability company ("Assignee").

BACKGROUND

Pursuant to a Credit Agreement dated as of September 27, 2000 (as the same may from time to time be amended, restated, supplemented, or otherwise modified, the "Credit Agreement") by and between Trek Diagnostic Systems, Inc. (the "Borrower") and Mellon Bank, N.A. ("Mellon"), Mellon agreed to make available to the Borrower a revolving credit facility (the "Revolving Credit Facility") pursuant to which Mellon agreed to make loans (collectively, the "Revolving Credit Loans") to the Borrower in an aggregate principal amount not to exceed \$16,000,000 at any one time outstanding. The Borrower's obligation to repay the Revolving Credit Facility with interest is evidenced by a Revolving Credit Note dated September 27, 2000 in the principal amount of \$16,000,000 (as the same may from time to time be amended, restated, supplemented, or otherwise modified, the "Original Note").

The Revolving Credit Loans are guaranteed by, among other parties, the Assignor pursuant to a Guaranty and Suretyship Agreement dated as of October 25, 2000 (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Guaranty") by the Assignor in favor of the Assignee.

The Guaranty is secured by, among other things, a Trademark and License Security Agreement dated October 25, 2000 (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Original Security Agreement") given by Assignor in favor of Mellon.

Pursuant to a Joinder and First Amendment to Credit Agreement dated as of December 19, 2001 by and among Mellon, the Borrower, and TDS Holdings, Inc. ("TDS") (the "First Amendment") and an Allonge to Revolving Credit Note Endorsement Separate from Instrument (the "First Allonge"), (a) TDS joined as a co-borrower under the Credit Agreement, the Note and the related documents, (b) Mellon agreed to waive certain then-existing defaults, and (c) the parties agreed to amend certain other provisions of the Credit Agreement.

Pursuant to (a) an Assignment and Assumption and Omnibus Amendment Agreement dated as of March 22, 2002 by and among the Borrower, TDS, Mellon, and GE Capital CFE, Inc. ("GE Capital"), (b) an Equity Assignment and Assumption Agreement by and between APT Holdings Corporation ("APT") and GE Capital, and (c) certain related assignment documents, GE Capital purchased, among other things, from Mellon all of Mellon's rights, title and interests in and to the Revolving Credit Facility and all documents related thereto, and in and to all collateral given or pledged by the Borrower, TDS and the Assignor as security therefor. In

connection with the assignment to GE Capital, (a) the Original Note was replaced by a Revolving Credit Note dated as of December 19, 2001 from the Borrower and TDS payable to the order of GE Capital (as the same may from time to time be amended, restated, supplemented, or otherwise modified, the "Note").

The Credit Agreement, the Note, the Guaranty and all other documents previously, simultaneously, or hereafter executed and delivered by the Borrower, TDS, the Assignor or any other party in connection with the Revolving Credit Facility are hereinafter called collectively, the "Financing Documents."

Pursuant to (a) an Assignment, Assumption, and Omnibus Agreement dated as of March 22, 2002 by and between GE Capital and Assignee, (b) an Endorsement dated as of March 22, 2002, (c) and Equity Assignment and Assumption Agreement dated as of March 22, 2002 between GE Capital and Assignee, and (d) certain related assignment documents, Assignee purchased from GE Capital, and GE Capital assigned to Assignee, all rights under the Financing Documents.

Pursuant to the terms of a Modification Agreement dated as of June 6, 2003 (the "Modification Agreement") by and among the Borrower, TDS and Assignor, the parties agreed to, among other things, (a) extend the maturity date of the Revolving Credit Facility and (b) make certain other changes to the Financing Documents.

As inducement to Assignee to enter into the Modification Agreement, Assignor agreed to, among other things, amend and restate the Original Security Agreement and confirm its prior pledge to, and to re-grant to, Assignee a continuing first priority security interest in and lien on all trademark applications, trademarks and trademark licenses of Assignor.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement.

Accordingly, the Original Security Agreement is hereby amended and restated in its entirety as follows:

The foregoing Recitals are hereby incorporated in and made a part of this Agreement. Unless the context clearly indicates otherwise, each term used in this Agreement which is defined in such Recital shall have the meaning given to such term in the Recitals.

AGREEMENTS

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Grant of Security Interest. To secure the complete and timely payment and satisfaction of all Guaranteed Obligations (as defined in the Guaranty), Assignor, to the extent of its interest therein, hereby grants, assigns and conveys to Assignee a continuing, first priority security interest in and to:

(i) trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Assignor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 1(i), being sometimes hereinafter individually and/or collectively referred to as the "Marks");

(ii) the goodwill of Assignor's business connected with and symbolized by the Marks; and

(iii) license agreements with any other party in connection with any Marks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Assignor is a licensor or licensee under any such license agreement, including but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Assignee's rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses").

2. Warranties and Representations. Assignor hereby covenants with, and warrants to, Assignee that: (a) Assignor is the sole and exclusive owner of the entire right, title and interest in each of the Marks, free and clear of any liens, pledges, assignments or other encumbrances; (b) Assignor has the unqualified right to enter into this Agreement and perform its terms; (c) the Marks are subsisting and have not been adjudged invalid or unenforceable; (d) each of the Marks is valid and enforceable; (e) no claim has been made that the use of any of the Marks does or may violate the rights of any third person; (f) Assignor has used, and, subject to the provisions of Paragraph 7 below, will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; (g) Assignor has no interest in any Marks or Licenses other than those set forth on Schedule A and Schedule B; and (h) Assignor has used, and, subject to the provisions of Paragraph 7 below, will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks. Assignor shall, in any event, indemnify and hold Assignee harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any trademarks held by third parties.

3. Right to Inspect; Furtherance Assignments and Security Interests. Assignee shall have the right, at any reasonable time and from time to time, upon reasonable notice, to inspect Assignor's premises and to examine Assignor's books, records and operations relating to the Marks; provided, that in conducting such inspections and examinations, Assignee shall use its best efforts not to disturb unnecessarily the conduct of Assignor's ordinary business operations.

Except as permitted by the Credit Agreement, Assignor agrees not to sell or assign its respective interest in, or grant any license under, the Marks without the prior written consent of Assignee, which shall not be unreasonably withheld.

4. Right to Benefits. If, before the Guaranteed Obligations shall have been satisfied in full, Assignor shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of Paragraph 1 shall automatically apply thereto and Assignor shall give Assignee prompt written notice thereof.

5. Future Marks. Assignor hereby authorizes Assignee to modify this Agreement by amending Schedule A and/or Schedule B hereto to include any future trademarks, service marks or tradenames which are Marks or future licenses which are Licenses under Paragraph 1 or Paragraph 4 hereof and to file with the United States Patent and Trademark Office or other agency any document or instrument necessary to evidence the same.

6. Default. The term "Default", as used herein, shall mean: (a) any Event of Default under the Credit Agreement or a default under any of the other Financing Documents; and (b) any violation by Assignor of any obligation, agreement, representation, warranty or covenant contained in this Agreement and any modification or amendment hereof which is not waived or cured and remedied within five (5) calendar days after notice thereof to Assignor.

7. Assignor's Right to Use Marks and Licenses. Unless and until a Default shall occur and be continuing, Assignor shall retain the legal and equitable title to the Marks and Licenses and shall have the right to use the Marks and Licenses in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks, Licenses or any part thereof without the prior written consent of Assignee.

8. Assignee's Rights As Secured Party. If a Default shall have occurred and be continuing, Assignee shall have, in addition to all other rights and remedies given to it by this Agreement, the Credit Agreement and the Financing Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks or Licenses may be located or used and, without limiting the generality of the foregoing, Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in Maryland or elsewhere, the whole, or from time to time during the continuance of such Default any part, of the Marks or Licenses, the goodwill and equipment associated therewith, or any interest which Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks or Licenses all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the balance of such proceeds towards payment of the Guaranteed Obligations. Notice of any sale or other disposition of the Marks or Licenses shall be given to Assignor at least ten (10) calendar days before the time of any intended public or private sale or other disposition of the Marks or Licenses is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks or Licenses sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Duties of Assignor. Assignor shall have the duty to the extent desirable in the normal conduct of Assignor's business and consistent with Assignor's current business practices: (i) to prosecute diligently any trademark application or service mark applications that is part of the Marks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Assignor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Assignor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Marks. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefore and which is or, to Assignor's knowledge, shall be necessary or economically desirable in the operation of Assignor's business. Assignor agrees to retain an experienced trademark attorney reasonably acceptable to Assignee for the filing and prosecution of all such applications and other proceedings. Assignee shall have no duty with respect to the Marks and Licenses. Without limiting the generality of the foregoing, Assignee shall be under no obligation to take any steps necessary to preserve rights in the Marks or Licenses against any other parties, but may do so at its option during the continuance of a Default, and all expenses incurred in connection therewith shall be for the sole account of Assignor and added to the obligations secured thereby.

10. Power of Attorney. If a Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power (a) to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Marks, or (b) to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or (c) necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks or Licenses, the goodwill and equipment associated therewith, to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of such power of attorney. This power of attorney shall be irrevocable for the life of this Agreement and be coupled with an interest.

11. Termination. At such time as Assignor shall completely satisfy all of the Guaranteed Obligations and all other liabilities of Assignor to Assignee under the Guaranty and the other Financing Documents, Assignee shall execute and deliver to Assignor at Assignor's sole cost and expense, all deeds, assignments and other instruments as may be necessary or proper to terminate the liens and security interests granted hereby and to re-vest in Assignor the full unencumbered title to the Marks, and the goodwill associated therewith, subject to any disposition thereof which may have been made by Assignee in accordance with the provisions hereof.

12. Fees and Expenses of Assignee. If a Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks or Licenses, shall be borne and paid by Assignor on demand by Assignee, and until so paid shall be added to the principal amount of the

Guaranteed Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

13. Protection of Marks and Licenses.

(a) Subject only to the first proviso in Section 7 hereof, Assignor shall take all actions reasonably necessary to protect and defend the Marks and Licenses and shall institute such proceedings to enforce the Marks and Licenses as it, in its reasonable business judgment, deems appropriate. Assignee shall, upon the reasonable request of Assignor, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in connection therewith.

(b) If a Default shall have occurred and be continuing, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Marks and Licenses, in which event Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Paragraph 13.

14. No Waiver. No course of dealing between Assignor and Assignee nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement or the other Financing Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. Manufacture and Sale. The parties understand and agree that the collateral security assignment of the Marks as provided for in this Agreement, together with other collateral provided to Assignee pursuant to the Credit Agreement and the other Financing Documents, will permit Assignee, upon the happening and during the continuation of a Default as provided herein or an Event of Default as provided in the Credit Agreement or the other Financing Documents, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Credit Agreement, all of which will permit Assignee to manufacture and sell the products for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

17. Amendment. This Agreement is subject to modification only by a writing signed by the parties hereto, except as provided in Paragraph 5 hereof.

18. Successors and Assigns. The benefits and burdens of this Agreement shall inure

to the benefit of and be binding upon the respective successors and assigns of the parties.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

20. JUDICIAL PROCEEDINGS. EACH PARTY TO THIS AGREEMENT AGREES THAT ANY SUIT, ACTION, OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY ANY PARTY HERETO OR ANY SUCCESSOR OR ASSIGN OF ANY PARTY, ON OR WITH RESPECT TO THIS AGREEMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, ASSIGNOR WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. ASSIGNOR ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT ASSIGNEE WOULD NOT EXTEND CREDIT TO ASSIGNOR IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS AGREEMENT.

21. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

22. Royalties. Assignor hereby agrees that the use by Assignee of the Marks and Licenses as authorized hereunder shall be coextensive with Assignor's rights thereunder and with respect thereto and without any liability from royalties or other related charges from Assignee to Assignor.

23. Amendment and Restatement Only. This Agreement is only an agreement amending and restating the provisions of the Original Security Agreement. All of the provisions of the Original Security Agreement are incorporated herein by reference and shall continue in full force and effect as amended and restated by this Agreement. Assignor hereby ratifies and confirms all of the obligations of Assignor under the provisions of the Original Security Agreement, as amended by this Agreement. Assignor agrees that it is its intention that nothing herein shall be construed to extinguish, release or discharge or constitute, create or effect a novation of, or an agreement to extinguish, any of the obligations, indebtedness and liabilities of Assignor or any other party under the provisions of the Original Security Agreement (as amended by this Agreement) or under any of the other Financing Documents. In the event of any conflict between the terms and provisions of this Agreement and the Original Security Agreement, the terms and provisions of this Agreement shall take precedence and govern.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement, under seal, the day and year first above written.

WITNESS:

TREK DIAGNOSTIC SYSTEMS, LTD.

Chris E. Tona

By: Michael Burke (SEAL)
Name: MICHAEL D BURKE
Title: PRESIDENT "CEO"

WITNESS:

BELTWAY CAPITAL PARTNERS, LLC

By: Parkway Capital Investors, LLC,
its Managing Member

By: 5113 Capital Associates, LLC,
its Managing Member

By: _____ (SEAL)
Name:
Title:

ACKNOWLEDGMENTS

STATE OF OHIO, CITY OF CLEVELAND, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of July, 2003, before me, the undersigned Notary Public of said State, personally appeared MICHAEL BURKE, who acknowledged himself/herself to be the CEO/PRESIDENT of Trek Diagnostic Systems, Ltd, an Israeli corporation referred to herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized CEO/PRESIDENT of Trek Diagnostic Systems, Ltd. for and on behalf of Trek Diagnostic Systems, Ltd.

WITNESS my Hand and Notarial Seal.



Notary Public

My commission expires: MAY 19, 2008.

CHRIS E. FENA
NOTARY PUBLIC, STATE OF OHIO
Recorded in Lorain County
My Comm. Expires May 19, 2008

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this ___ day of July, 2003, before me, the undersigned Notary Public of said State, personally appeared _____, who acknowledged himself/herself to be a Principal of 5113 Capital Associates, LLC, the Managing Member of Parkway Capital Investors, LLC, the Managing Member of Beltway Capital Partners, LLC, the Maryland limited liability company referred to herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized Principal of said limited company by himself/herself as Principal.

WITNESS my Hand and Notarial Seal.

Notary Public

My commission expires: _____.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement, under seal, the day and year first above written.

WITNESS:

TREK DIAGNOSTIC SYSTEMS, LTD.

By: _____ (SEAL)

Name:

Title:

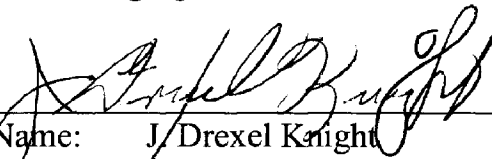
WITNESS:

BELTWAY CAPITAL PARTNERS, LLC

By: Parkway Capital Investors, LLC,
its Managing Member

By: 5113 Capital Associates, LLC,
its Managing Member

 _____

By:  _____ (SEAL)

Name: J. Drexel Knight

Title: Principal

ACKNOWLEDGMENTS

STATE OF _____, CITY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of July, 2003, before me, the undersigned Notary Public of said State, personally appeared _____, who acknowledged himself/herself to be the _____ of Trek Diagnostic Systems, Ltd, an Israeli corporation referred to herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized _____ of Trek Diagnostic Systems, Ltd. for and on behalf of Trek Diagnostic Systems, Ltd.

WITNESS my Hand and Notarial Seal.

Notary Public

My commission expires: _____.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 3 day of July, 2003, before me, the undersigned Notary Public of said State, personally appeared J Drexel Knight, who acknowledged himself/herself to be a Principal of 5113 Capital Associates, LLC, the Managing Member of Parkway Capital Investors, LLC, the Managing Member of Beltway Capital Partners, LLC, the Maryland limited liability company referred to herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized Principal of said limited company by himself/herself as Principal.

WITNESS my Hand and Notarial Seal.

Penelope J. Hard
Notary Public

My commission expires: My Commission Expires 10/1/04

SCHEDULE A**TRADEMARKS**

Country	Status	Registration Date	Filing Number	Filing Date	Class	Trademark Title
Israel	In renewal	01/07/99	26-Aug-26	04/26/98	5	CELLENIUM
U.S.A.	In renewal	04/04/00	75/504446	06/18/98	5	CELLENIUM
Israel	In renewal	01/07/99	27-Aug-26	04/26/98	10	CELLENIUM
U.S.A.	In renewal	04/04/00	75/504448	06/18/98	10	CELLENIUM

SCHEDULE B

LICENSES

None.