

08-19-2003

8-19-03

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼



102528365

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

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

1. Name of conveying party(ies):

Diametrics Medical, Inc. 8-19-03

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Minnesota
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: August 13, 2003

2. Name and address of receiving party(ies)

Name: BCC Acquisition II LLC
 Internal C/O Bay City Capital LLC, As Agent
 Address: 750 Battery Street
 Suite 600
 Street Address: _____
 City: San Francisco State: CA Zip: 94111

- ☐ 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) _____

See Attached Schedule 1

B. Trademark Registration No.(s) _____

1875871

Additional number(s) attached ☒ Yes ☐ No

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

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive
 Suite 5800

City: Chicago State: IL Zip: 60606

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: _____

DO NOT USE THIS SPACE

9. Signature.

Elizabeth J. Burns

Name of Person Signing

Elizabeth J. Burns
 Signature

August 18, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

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

08/19/2003 ECOOPER 00000180 1875871

01 FC:8521
 02 FC:8522

40.00 UP
 75.00 GP

TRADEMARK
 REEL: 002804 FRAME: 0242

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

MarkReg.	No.	Date
IRMA- Immediate Response Mobile Analyzer	1,875,871, S/N 74,343,986	Renewal required 1.24.2005
Diametrics Medical, Incorporated (trademark & logo)	1,865,236, S/N 74/344,546	Renewal required 11.29.2004
Diametrics Medical, Inc.	1,864,228, S/N 74-343,125	Renewal required 11.22.2004
TrendCare	2,318,862, S/N 75- 611,207	

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 13, 2003, by Diametrics Medical, Inc., a Minnesota corporation ("Grantor"), in favor of BCC Acquisition II LLC ("Bay City"), in its capacity as agent ("Agent") for itself and Gerald L. Cohn Revocable Trust ("Cohn Trust"), Hannah S. and Samuel A. Cohn Memorial Foundation ("Cohn Foundation"), and AEOW 96, LLC ("AEOW"). Bay City, Cohn Trust, Cohn Foundation and AEOW are collectively referred to herein as the "Note Holders".

WITNESSETH:

WHEREAS, Grantor, Bay City, Cohn Trust, Cohn Foundation and AEOW are parties to that certain Note Purchase Agreement, dated as of August 4, 1998, as amended by that certain First Amendment to Note Purchase Agreement, dated as of April 7, 2003 (as further amended, restated, supplemented and otherwise modified from time to time, the "Note Purchase Agreement");

WHEREAS, Grantor agreed to grant a security interest in all of Grantor's right, title and interest in and to all personal and real property and fixtures and interests in such property and fixtures to Bay City as Agent for the Note Holders, pursuant to a General Security Agreement, dated as of August 13, 2003 ("General Security Agreement");

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

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.
Grantor hereby grants to Agent, on behalf of itself and the Note Holders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trade names, trade styles, corporate names, business names, service marks, logos, internet domain names, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, and trademark and service mark applications ("Trademarks") and all licenses and rights to use any of the Trademarks ("Trademark Licenses") to which it is a party including those referred to on Schedule 1 hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Note Holders, pursuant to the General Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

GRANTOR

DIAMETRICS MEDICAL, INC.

By: David B. Kaysen
Name: David Kaysen
Title: Chief Executive Officer and President

THE SECURED PARTY

BCC ACQUISITION II LLC, as agent

By: THE BAY CITY CAPITAL FUND I, L.P.
Its: Manager

By: Bay City Capital Management LLC
Its: General Partner

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

GRANTOR

DIAMETRICS MEDICAL, INC.


By: _____
Name: Daniel Kaysen
Title: Chief Executive Officer and President

THE SECURED PARTY

BCC ACQUISITION II LLC, as agent

By: THE BAY CITY CAPITAL FUND I, L.P.
Its: Manager

By: Bay City Capital Management LLC
Its: General Partner

By: 
Its: _____

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