

08-21-2003

FR SHEET

Docket No.:

ONLY

299/25326

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▼ 08-08-03 ▼ ▼

To the Honorable Commission

102531384

of the attached original documents or copy thereof.

1. Name of conveying party(ies):
OSI Systems, LLC

Y-V-03

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership
- Other Limited
Liability Corporation of the state of Delaware

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

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association

Internal Address: _____

Street Address: 12140 Woodcrest Executive Drive

City: Saint Louis State: Missouri ZIP: 63141

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National Banking Association

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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: July 3, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,224,386

Additional numbers attached? Yes No

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

Name: Clyde L. Smith

Internal Address: Thompson Coburn LLP

Street Address: One US Bank Plaza

City: St. Louis State: MO ZIP: 63101

6. Total number of application and registrations involved: _____

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0823

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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.

Clyde L. Smith
Name of Person Signing

Signature

July 31, 2003
Date

Total number of pages including cover sheet, attachments, and documents: 3

PATENT, TRADEMARK AND LICENSE
SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into this 2nd day of July, 2003, by OSI SYSTEMS, LLC, a limited liability company ("Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

WITNESSETH:

WHEREAS, MedAssets, Inc., a Delaware corporation ("Borrower") and Bank entered into that certain Loan Agreement dated as of the 30th day of June, 2003 (as the same may be from time to time amended, modified, extended, renewed or restated, the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement);

WHEREAS, Grantor executed and delivered to Bank that certain Guaranty dated as of the 30th day of June, 2003 with respect to all present and future indebtedness of Borrower to Bank (as the same may from time to time be amended, restated, modified, extended, renewed or restated, the "Guaranty");

WHEREAS, as a condition subsequent to Bank entering into the Loan Agreement, and in order to secure, among other things, the present and future indebtedness, liabilities and obligations of Grantor to Bank under the Guaranty, Bank has required that Grantor execute and deliver this Agreement to Bank; and

WHEREAS, Grantor has agreed to execute and deliver this Agreement to Bank to secure, among other things, the present and future indebtedness, liabilities and obligations of Grantor to Bank under the Guaranty;

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

1. Grant of Security Interest. For value received, Grantor hereby grants to Bank, a continuing security interest in and lien on all of Grantor's right, title and interest in, to and under the following described property, wherever located, whether now owned and existing or hereafter created, acquired or arising:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, re-examinations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clause (i) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference (but excluding U. S. "intent-to-use" applications for trademark or service mark registrations pursuant to Section 1(b) of the Lanham Act unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed); and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clause (i) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Grantor and any other party, whether Grantor is licensor or licensee (all of the foregoing license agreements and Grantor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all present and future indebtedness, liabilities and obligations (including, without limitation, guaranty obligations and indemnity obligations) of Grantor to Bank evidenced by or arising under or in respect of the Guaranty, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, indemnity obligations) of Grantor to Bank under this Agreement and (iii) any and all costs of collection, legal expenses and attorneys' fees and expenses incurred by Bank upon the occurrence of an Event of Default under this Agreement the Guaranty or any of the other Transaction Documents, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral hereunder or in representing Bank in connection with bankruptcy or insolvency proceedings (hereinafter all collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of Grantor. Grantor hereby represents and warrants to Bank and covenants and agrees with Bank, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to Grantor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) to Grantor's knowledge (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Grantor not to sue third persons, excluding only the security interest granted to Bank;

(e) Grantor has the unqualified right to enter into this Agreement and perform its terms;

(f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Licenses;

(g) Grantor has the exclusive, royalty-free right and license to use the Patents and Trademarks and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement without the prior written consent of Bank which consent shall not be unreasonably withheld; and

(h) Grantor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses.

3. Inspection Rights; Product Quality. Grantor will permit inspection of Grantor's facilities and Grantor's agents' and contract manufacturers' facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks or Licenses and inspection of the products and records relating thereto by Bank during normal business hours and at other reasonable times in accordance with the provisions of the Loan Agreement. Grantor will reimburse Bank upon demand for all costs and expenses incurred by Bank in connection with any such inspection while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Grantor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide Bank, upon Bank's request from time to time, with a certificate of any officer of Grantor certifying Grantor's compliance with the foregoing.

4. Further Assurances. Grantor agrees that, until (i) all of the Secured Obligations shall have been paid in full, (ii) no letter of credit now or hereafter issued by Bank in favor of or for the account of Borrower or Grantor is outstanding under the Loan Agreement or any of the other Transaction Documents, and (iii) Bank has no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower or Grantor under the Loan Agreement, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Bank's obligations under this Agreement or the Loan Agreement or any of the other Transaction Documents, without the prior written consent of Bank and Grantor agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any

action which would affect the validity or enforcement of the rights transferred to Bank under this Agreement or any of the other Transaction Documents. Grantor further agrees that at any time and from time to time, at the expense of Grantor, Grantor will promptly execute and deliver to Bank any and all further instruments and documents and take any and all further action that may be necessary, or that Bank may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Bank to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Grantor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Grantor has not previously informed Bank, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give Bank prompt written notice thereof.

6. Modification by Bank. Grantor authorizes Bank to modify this Agreement by amending Schedules A, B, C, D and E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Grantor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default has occurred and is continuing, Grantor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products or services sold by Grantor, for Grantor's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing, Bank shall have, in addition to all other rights and remedies given it by this Agreement, 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 Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Grantor associated therewith) or Licenses (but only to the extent any such License is assignable), or any interest which Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be given to Grantor at least five (5) Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Bank or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released. Grantor agrees that upon the occurrence and continuance of any Event of Default, the use by Bank of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from to Grantor. If an Event of Default shall occur and be continuing, Bank shall have the right, but shall in no way be obligated, to bring suit to enforce any and all of the Patents, Trademarks and Licenses, and, if Bank shall commence any such suit, Grantor shall, at the request of Bank, do any and all lawful acts and

execute any and all proper documents required by Bank in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this Agreement. All of Bank's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Grantor shall pay all of the Secured Obligations in full, (ii) no letter of credit now or hereafter issued by Bank in favor of or for the account of Borrower or Grantor is outstanding under the Loan Agreement or any of the other Transaction Documents, (iii) Bank shall have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower or Grantor under the Loan Agreement, and (iv) the Loan Agreement shall be terminated in accordance with its terms, this Agreement shall terminate and Bank shall execute and deliver to Grantor all instruments as may be necessary or proper to terminate Bank's security interest therein to permit Grantor to record such termination with the appropriate patent and trademark offices, subject to any disposition thereof which may have been made by Bank pursuant hereto.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Grantor on demand by Bank and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Five Percent (5.00%) over and above the Prime Rate (which interest rate shall fluctuate as and when the Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Grantor.

11. Preservation of Patents, Trademarks and Licenses. Grantor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter as commercially reasonable, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. All expenses incurred in connection with Grantor's obligations under this Section 11 shall be borne by Grantor.

12. Bank Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, Grantor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Bank to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Bank to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Grantor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as

a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. 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.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Grantor and Bank, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Grantor may not assign or delegate any of its rights of obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).


18. Counterparts. This Agreement may be executed in any number of counterparts (including telecopy counterparts) each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Bank have executed this Patent, Trademark and License Security Agreement this 2nd day of July, 2003.

OSI SYSTEMS, LLC ("Grantor")

By: 
Printed Name: JONATHAN H. GLENN
Title: VP

U.S. BANK NATIONAL ASSOCIATION
("Bank")

By: _____
Printed Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

On this 3RD day of JULY, 2003, before me personally appeared JONATHAN H. GLENN to me personally known, who, being by me duly sworn, did say that she/he is the VICE PRESIDENT of OSI SYSTEMS, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Directors; and said JONATHAN H. GLENN acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)



Lynne R. Latham
Notary Public

My Commission Expires:

02/16/04

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this ___ day of _____, 2003, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she/he is a _____ of U.S. BANK NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

Notary Public


My Commission Expires:

IN WITNESS WHEREOF, Grantor and Bank have executed this Patent, Trademark and License Security Agreement this 2nd day of July, 2003.

OSI SYSTEMS, LLC ("Grantor")

By: _____
Printed Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION
("Bank")

By:  _____
Printed Name: MICHAEL DORN
Title: VP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this ___ day of _____, 2003, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that she/he is the _____ of OSI SYSTEMS, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

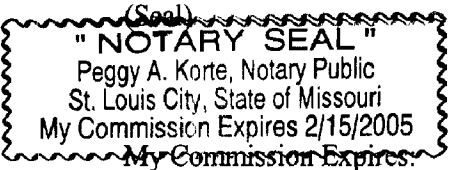
Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 2nd day of July, 2003, before me appeared Michael Dorn, to me personally known, who, being by me duly sworn, did say that she/he is a Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said Michael Dorn acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.



Peggy A. Korte
Notary Public

2-15-2005

SCHEDULE A

United States Patents

<u>Reg. No.</u>	<u>Issue Date</u>	<u>Exp. Date</u>	<u>Description</u>
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None.

SCHEDULE B

United States Patent Applications

None.

SCHEDULE C

United States Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
OSI logo	2,224,386	02/16/1999

SCHEDULE D

United States Trademark Applications

Trademark	Registration No.	Registration Date
None.		

SCHEDULE E

Licenses

Subscriptions: None.

Licensed Software: None.

Programmers: None.

Licenses: None.

Other Licenses: None.