

8-22-03

08-22-2003

Form PTO-1594

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(Rev. 03/01)

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

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

To the Honorable Commissioner of Patents 102532398

Original documents or copy thereof.

1. Name of conveying party(ies): 8-22-03  
Diametrics Medical, Ltd.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other Corporation, United Kingdom

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) \_\_\_\_\_

Additional number(s) attached ☒ Yes ☐ No

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

Name: Elizabeth J. BurnsInternal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive  
Suite 5800

City: Chicago State: IL Zip: 606066. Total number of applications and registrations involved: 57. Total fee (37 CFR 3.41).....\$ 140.00

- ☒ 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 Burns

Signature

August 18, 2003

Date

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

08/22/2003 ECDOPER 00000187 2232933

01 FC:8521  
02 FC:852240.00 00  
100.00 00

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

TRADEMARK  
 REEL: 002807 FRAME: 0600

**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

MarkReg.	United States Registration and Application Numbers	Registration Date
Neurotrend	2,232,933. S/N 75-323,109	March 16, 1999
Neotrend	2,232,863, S/N 75-294,924	March 16, 1999
Paratrend 7	1,792,144, S/N 74-128,356	September 7, 1993
CAL-POD	1,504,639, S/N 73-676,237	September, 20, 1988

NOTE: The above trademarks are also registered in various countries outside the U.S. In addition, trademarks registered in various countries outside the U.S., but not registered in the U.S., are as follows:

Paratrend  
Neotrend 7  
Neocath  
Tissutrak

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 13, 2003, by Diametrics Medical, Ltd. a corporation organized under the laws of the United Kingdom ("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 AEW 96, LLC ("AEOW"). Bay City, Cohn Trust, Cohn Foundation and AEW are collectively referred to herein as the "Note Holders".

## W I T N E S S E T H:

WHEREAS, Grantor, Bay City, Cohn Trust, Cohn Foundation and AEW 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 a wholly owned subsidiary of Diametrics Medical, Inc., agreed to grant a security interest in and to all personal and real property and fixtures and interests in such property and fixtures of Grantor to Bay City as Agent for the Note Holders, pursuant to a Security Agreement, dated as of August 13, 2003 ("Subsidiary 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.

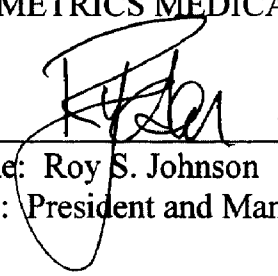
2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Note Holders, pursuant to the Subsidiary Security Agreement. Grantor hereby acknowledges and affirms 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 Subsidiary 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, LTD.

By:   
Name: Roy S. Johnson  
Title: President and Managing Director

**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, LTD.

By: \_\_\_\_\_  
Name: Roy S. Johnson  
Title: President and Managing Director

**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: W C  
Its: MANAGING Director