

12-29-2003



To the Honorable Commissioner of Patents

102633635

attached original documents or copy thereof.

1. Name of conveying party(ies):

CABOT TECHNOLOGY CORPORATION

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE
☐ 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: 12/19/2003

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, AS AGENT

Internal

Address: SUITE 6400

Street Address: 311 SOUTH WACKER DRIVE

City: CHICAGO State: IL Zip: 60606

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

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) n.a.

B. Trademark Registration No.(s) See attached.

Additional number(s) attached ☒ Yes ☐ No

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

Name: Penelope S. Johnson

Internal Address: Katten Muchin Zavis Rosenman
Suite 1600

Street Address: 525 WEST MONROE STREET

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: _____

32

7. Total fee (37 CFR 3.41).....\$ 815.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson

Name of Person Signing

Penelope S. Johnson
Signature

12/23/2003

Date

12/30/2003 LNUELLER 00000009 1396633

Total number of pages including cover sheet, attachments, and document: 10

01 FC:8521
02 FC:8522

40.00
775.00

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

TRADEMARK
REEL: 002886 FRAME: 0617

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

<u>Mark:</u>	<u>Registration No.:</u>	<u>Issue Date:</u>
BERKELEY	1 1,396,633	June 10, 1986
BERKELEY SAFETOUCH	2 1,746,983	January 19, 1993
BERKELEY VC	3 1,405,649	August 19, 1986
CORSON	4 1,803,166	November 9, 1993
CRYOMEDICS	5 1,633,087	January 29, 1991
DOLPHIN	6 2,080,831	July 22, 1997
DOUBLE-J	7 1,159,003	June 30, 1981
ENDOTEK	8 1,741,107	December 22, 1992
FALOPE-RING	9 1,030,701	January 20, 1976
LAMICEL	10 1,283,242	June 26, 1984
Lamigel Osmotic Cervical Dilator & Design	11 1,285,921	July 17, 1984
LUBRI-FLEX	12 1,681,915	April 7, 1992
MAGNETRIEVER	13 1,458,200	September 22, 1987
MULTI-FLO	14 1,328,346	April 2, 1985
NIAGARA	15 1,828,194	March 29, 1994
NIAGARA TRS	16 1,940,019	December 5, 1995
PLEATMAN SAC	17 1,777,115	June 15, 1993
QUADRA-COIL	18 2,016,303	November 12, 1996
SAFETOUCH	19 2,065,231	May 27, 1997
SILITEK	20 1,001,493	January 14, 1975
SINGLE J	21 1,324,303	March 12, 1985
SURGIFLEX	22 1,841,760	June 28, 1994
SURGI-PEG	23 2,065,024	May 27, 1997
SURGITALK	24 1,208,285	September 14, 1982
SURGITEK	25 1,744,394	January 1, 1993
SURGITRAY	26 1,303,564	November 6, 1984
TRACTFINDER	27 1,461,794	October 20, 1987
TRIPOLAR	28 1,949,657	January 16, 1996
URODATA	29 1,298,670	October 2, 1984
UROPASS	30 1,322,004	February 26, 1985
VACURETTE	31 863,989	January 21, 1969
VC	32 1,407,561	September 2, 1986

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark:</u>	<u>Registration No.:</u>	<u>Issue Date:</u>
DOUBLE J	462,431	October 10, 1990
SURGIFLEX	557,128	June 4, 1991
SURGIFLEX	137,135	August 16, 1991
SURGITEK	402,529	May 8, 1987
SURGIFLEX	495,603	June 10, 1991
SURGITEK	329,268	November 21, 1984
SURGITEK	6,713,491	June 25, 1978

Cabot Technology Corporation

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2003, is between **CABOT TECHNOLOGY CORPORATION**, a Delaware corporation ("Grantor"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, "Grantee") for the benefit of itself, the Lenders and the Swap Counterparties (as defined in the Credit Agreement defined below).

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto;

WHEREAS, ACMI Corporation, a Delaware corporation, as Borrower ("Borrower"), has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, as agent and as lender (together with all other "Lenders" thereunder as defined therein, the "Lenders"), Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc., as Documentation Agent and as a Lender, Harris Trust and Savings Bank, as Syndication Agent and as a Lender, and such other Lenders who from time to time are parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by the Lenders; and

WHEREAS, Borrower legally and beneficially owns one hundred percent (100%) of the outstanding capital stock of Grantor; and

WHEREAS, Grantor will derive substantial benefit and advantage from the loans and other financial accommodations to Borrower as set forth in the Credit Agreement, and it will be to Grantor's direct interest and economic benefit to assist Borrower in procuring said loans and other financial accommodations from the Grantee and the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, Grantee, and certain other parties, Grantor has granted to Grantee for the benefit of Agent, Lenders and the Swap Counterparties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the

following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of this page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

GRANTOR:

**CABOT TECHNOLOGY CORPORATION, a
Delaware corporation, as Grantor**

By: 

Name: David Perle

Title: Vice President

GRANTEE:

**ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

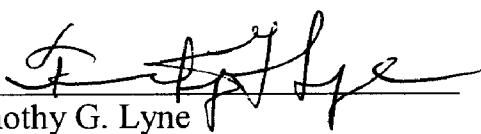
GRANTOR:

CABOT TECHNOLOGY CORPORATION, a
Delaware corporation, as Grantor

By: _____
Name: _____
Title: _____

GRANTEE:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Timothy G. Lyne
Title: Director

**Schedule 1
to Trademark
Security Agreement**

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NIAGARA	15 1,828,194	March 29, 1994
NIAGARA TRS	16 1,940,019	December 5, 1995
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SURGI-PEG	23 2,065,024	May 27, 1997
SURGITALK	24 1,208,285	September 14, 1982
SURGITEK	25 1,744,394	January 1, 1993
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SURGIFLEX	137,135	August 16, 1991
SURGITEK	402,529	May 8, 1987
SURGIFLEX	495,603	June 10, 1991
SURGITEK	329,268	November 21, 1984
SURGITEK	6,713,491	June 25, 1978

Cabot Technology Corporation

SURGITEK	815,969,414	August 25, 1992
SURGITEK	816,881,294	April 5, 1994
SURGITEK	815,969,422	November 7, 1994
DOUBLE J	302,413	May 3, 1985
MAGNETIP	355,717	May 12, 1989
MAGNETRIEVER	351,081	February 10, 1989
NIAGARA	458,292	May 31, 1996
SILITEK	302,412	May 3, 1985
SINGLE J	312,758	March 28, 1986
SURGIFLEX	385,065	May 31, 1991
SURGITEK	490,384	
SURGITRAY	339,838	May 6, 1988
TRACTFINDER	374,981	November 2, 1990
URODATA	308,572	November 22, 1985
URO-GUIDE	384,491	May 17, 1991
UROPASS	314,858	May 30, 1986
SURGITEK & Logo	518994 (renewal of 331,923)	June 10, 1988
SURGITEK	720,104	December 14, 1994
SURGITEK	270,363	November 30, 1986
SURGITEK & Logo	270,623	November 30, 1986
SURGITEK	166,528	August 24, 1994
SURGIFLEX	5297/1992	June 19, 1992
SURGITEK	2328-95 (renewal of 1956-90)	June 7, 1990
SURGITEK	2329-95 (renewal of 1957-90)	June 7, 1990
SURGIFLEX	121,551	August 20, 1992
SURGITEK	103,808	April 20, 1989
DOUBLE J	93,454,181	July 23, 1993
DOUBLE LOOP	95,594,253	
NIAGARA	93,487,630	October 14, 1993
SURGIFLEX	1,670,146	June 7, 1991
SURGITEK	1,292,883 (renewal of 913,675)	December 18, 1974
UROGUIDE	93,454,180	February 8, 1993
UROPASS	93,454,182	February 8, 1993
VACURETTE BERKELEY	1,319,184 (renewal of 198,202)	January 21, 1969
DOUBLE J	2,069,657	June 30, 1994
LUBRI-FLEX	2,017,509	July 21, 1992
MEC DOUBLE J	1,112,529	October 9, 1987
MEC SINGLE J	1,118,724	March 3, 1988
SURGIFLEX	2,003,766	September 6, 1991
SURGITEK	951,213	February 27, 1976
UROPASS	2,909,698	August 7, 1995
SURGITEK	88,485	September 17, 1990
SURGITEK	111,640	September 18, 1995
SURGITEK	0916 1990	January 13, 1989
FALOPE-RING	415202B	December 29, 1983
KLI	415,203	December 29, 1983
SURGITEK	494,250	July 12, 1988
SURGITEK	127,217	January 11, 1988

Cabot Technology Corporation

SURGIFLEX	618,014	May 27, 1994
FALOPE-RING	2,623,511	February 28, 1994
DOUBLE J	4,076,269	October 31, 1997
SURGITEK in Katakana	1,715,068	September 26, 1984
UROPASS	2,348,356	October 30, 1991
SURGITEK	371,824	January 18, 1990
DOUBLE J	187,434	September 20, 1988
DOUBLE J	260,686 (associated w/187,434)	August 18, 1998
SURGITEK	132,135	May 5, 1988
SURGITEK	49,408	October 30, 1990
SURGITEK	245,071	April 29, 1991
SURGITEK	32,730	September 8, 1993
SURGITEK	27,787	March 24, 1988
SURGITEK	336/89	January 18, 1989
SURGITEK	184,142	November 29, 1989
DOUBLE J	1,189,690	December 20, 1989
NIAGARA	1,930,483	October 29, 1996
SURGITEK	1,103,391	February 20, 1987
SURGIFLEX	245,313	December 30, 1992
SURGITEK	228,428	December 6, 1991
FALOPE-RING	284,793	August 19, 1976
SURGIFLEX	391,024	
SURGITEK	274,238	January 27, 1975
SURGITEK	487,854	June 16, 1990
SURGITEK	640,963 (associated w/487,854)	April 16, 1994
SURGITEK	473,589	February 1, 1990
SURGITEK	Kor45665 (renewal of 107016)	May 30, 1986
DOUBLE J	1,306,175	
SINGLE J	1,306,176?	
SURGIFLEX	2,172,511	July 18, 1998
SURGITEK	1,044,384	March 2, 1976

U.S. TRADEMARK APPLICATIONS

<u>Mark:</u>	<u>Application No.:</u>	<u>File Date:</u>
All Intent-To-Use Applications		

FOREIGN TRADEMARK APPLICATIONS

<u>Mark:</u>	<u>Application No.:</u>	<u>File Date:</u>
None		

Cabot Technology Corporation

TRADEMARK LICENSES

<u>Name of Agreement:</u>	<u>Parties:</u>	<u>Date of Agreement:</u>
Christoudias	Cjrostopidoas. Geprge c/CTC	10/21/94
HYDROMER	Hydormer, Inc./CTC	10/22/93
SEITZINGER	Seitzinger, Michael/CTC	6/6/94
Frantzides	Trigonon, Inc./CTC	3/3/93

Cabot Technology Corporation

324700.02-Los Angeles Server 1A - MSW

RECORDED: 12/29/2003

**TRADEMARK
REEL: 002886 FRAME: 0626**