

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Riverain Medical Group, LLC

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

Citizenship (see guidelines) Ohio

Execution Date(s) March 3, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cetus Corp.

Internal

Address:

Street Address: 6450 Sand Lake Road, Suite 200

City: Dayton

State: OH

Country: USA Zip: 45414

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Ohio
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,722,275

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

RAPIDSCREEN

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

Name: Matthew R. Jenkins

Internal Address:

Jacox, Meckstroth & Jenkins

Street Address: 2310 Far Hills Building

City: Dayton

State: Ohio Zip: 45419-1575

Phone Number: 937/298-2811

Fax Number: 937/298-7418

Email Address: LAW@JMJBIZ

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0148
Expiration Date 03/2008

b. Deposit Account Number 50-1287
Authorized User Name Matthew R. Jenkins

9. Signature:

Matthew R. Jenkins
Signature

3-5-05
Date

Matthew R. Jenkins

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 20

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 2722275

LOAN AND SECURITY AGREEMENT (ALL ASSETS)

THIS LOAN AND SECURITY AGREEMENT (ALL ASSETS) is made as of March 3rd, 2005, by and among CETUS CORP., an Ohio corporation with principal offices located at Suite 200, 6450 Sand Lake Road, Dayton, Ohio 45414-2645 ("Lender"), RIVERAIN MEDICAL GROUP, LLC, an Ohio limited liability company with principal offices located at 3020 South Tech Boulevard, Miamisburg, Ohio 45342-4860 ("Borrower"), and CAD Investments, LLC, an Ohio limited liability company, and the owner of all the membership interests in Borrower, with principal offices located at 7810 McEwen Road, Suite A, Dayton, Ohio 45459 ("Guarantor" and, together with Borrower, the "Loan Parties"), under the following circumstances:

A. Borrower has requested Lender to make available to Borrower the credit facility provided for herein.

B. Subject to and upon the terms and conditions set forth herein, Lender is willing to make available to Borrower the credit facility provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

SECTION 1

AMOUNT, INTEREST RATE AND TERM OF LOANS

1.01 Loans. Subject to and upon the terms and conditions set forth in this Agreement, Lender agrees, at any time and from time to time prior to March 10, 2006, to make a loan or loans (each, a "Loan") to Borrower in the aggregate principal amount of up to [REDACTED] which Loans each shall be in a principal amount of not less than [REDACTED] (or an integral multiple thereof). The credit facility being provided by Lender to Borrower under this Agreement is not a revolving credit facility and, accordingly, the aggregate principal amount of all Loans made by Lender to Borrower under this Agreement shall not exceed [REDACTED]. Once a Loan (or any portion thereof) is repaid, the principal amount of such repayment shall not be available to be reborrowed under this Agreement. On the date hereof, Borrower shall duly execute and deliver to Lender the Promissory Note attached hereto as Exhibit A (as amended or modified from time to time, the "Note") to evidence Borrower's obligation to pay the principal of, and interest on, the Loans.

1.02 Notice of Borrowing. Whenever Borrower desires to borrow a Loan, it shall give Lender written or telephonic (promptly confirmed in writing) notice by no later than 11:00 a.m. (Dayton, Ohio time) on or before the tenth day prior to the date of such borrowing. Each such notice (each, a "Notice of Borrowing") shall specify (i) the principal amount of the Loan to be made and (ii) the date such Loan is to be made (which date shall be a business day). Subject to the terms and conditions set forth herein, no later than 12:00 noon (Dayton, Ohio time) on the date specified in each Notice of Borrowing, Lender shall make available to Borrower the proceeds of the Loan to be made on such date.

1.03 Interest. Borrower hereby agrees to pay interest in respect to the unpaid principal amount of each Loan from the date the proceeds thereof are made available to Borrower until maturity (whether by acceleration or otherwise) at a rate per annum equal to the Specified Rate

in effect from time to time. Overdue principal and, to the extent permitted by law, overdue interest in respect of each Loan shall bear interest at a rate per annum equal to the Specified Rate plus 3%. Accrued interest on each Loan shall be due and payable monthly in arrears on the first day of each calendar month (commencing April 1, 2005). Interest shall accrue on each Loan from and including the date the proceeds of such Loan are made available to Borrower but excluding the date of repayment thereof. All payments of principal and interest to be made by Borrower hereunder shall be made to Lender without set-off, deduction or counterclaim and shall be made to Lender at its principal office no later than 12:00 noon (Dayton, Ohio time) on the date when due in U.S. dollars and in immediately available funds. All computations of interest hereunder shall be made on the actual number of days elapsed over a year of 360 days. For the purposes of this Agreement, the term "Specified Rate" means a rate of interest equal to 11.65% per annum, which rate of interest shall be adjusted on the first business day of each month (commencing April, 2005) to a rate per annum equal to 9.00% plus the one month London Interbank Offered Rate (LIBOR) as published in *The Wall Street Journal* on such business day.

1.04 Repayment. The outstanding principal amount of each Loan, together with accrued interest thereon, shall be payable in full on March 1, 2007 (the "Maturity Date").

1.05 Prepayment. Each Loan shall be subject to prepayment, in whole or in part, on any business day, without premium or penalty provided, however, that each such prepayment shall be in the minimum amount of at least [REDACTED]. Prepayments shall be applied first to payment of accrued interest on the unpaid principal amount through the date of prepayment and then to payment of principal.

1.06 The Loan Documents. This Agreement, the Note and all of the other agreements, instruments and documents executed and delivered in connection with the transactions contemplated hereby are collectively referred to herein as the "Loan Documents".

SECTION 2

SECURITY; COLLATERAL PRESERVATION; POWER OF ATTORNEY

2.01 Lien on all Assets. As security for the payment and performance of all Obligations, Lender shall have, and each of the Loan Parties hereby grants to Lender, a continuing security interest in and pledges and assigns to Lender the following property of such Loan Party, whether such property is now owned or existing or is owned, acquired, or arises hereafter, wherever located, and all proceeds and products thereof, such security interest to be the first and best lien upon such property: all inventory, accounts, securities and other investment property (including but not limited to Guarantor's membership interest in Borrower), instruments, documents of title, policies and certificates of insurance, chattel paper, deposit accounts, supporting obligations, letter-of-credit rights, commercial tort claims, equipment and other personal property, general intangibles (including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill, and to the extent legally assignable, all licenses, permits, agreements of any kind or nature pursuant to which such Loan Party possesses, uses or has authority to possess or use property (whether tangible or intangible) of others, or agreements pursuant to which others possess, use or have authority to possess or use property (whether tangible or intangible) of such Loan Party), other rights to the payment of money, including, without limitation, amounts due

from affiliates, tax refunds, and insurance proceeds, and recorded data or records of any kind or nature, regardless of the medium of recording, including, without limitation, all software, writings, plans, specifications and schematics.

2.02 Authorization to File Financing Statements. Each Loan Party hereby irrevocably authorizes Lender at any time and from time to time to execute and file, wherever such filing is deemed by Lender to be necessary or desirable, any initial financing statements and amendments thereto (or other documents or instruments) indicating all or any part of the Collateral and containing any other information required by applicable law or deemed necessary or desirable by Lender for the sufficiency or filing office acceptance of any financing statement or amendment (or any such other document or instrument). Each Loan Party agrees to furnish all such information to Lender promptly upon request. The Loan Parties hereby agree to pay the cost of all such filings.

2.03 Other Actions. Further, to ensure the attachment, perfection and first priority of, and the ability of Lender to enforce Lender's security interest in the Collateral, each Loan Party agrees, in each case at the expense of the Loan Parties, to take all actions necessary with respect to all types and classes of the Collateral (including, but not limited to, the following types and classes: promissory notes; tangible chattel paper; deposit accounts in financial institutions; investment property; collateral in the possession of a bailee; electronic chattel paper and transferable records; letter-of-credit rights; commercial tort claims; patents, trademarks and copyrights; and government contracts) as Lender may request from time to time.

Each Loan Party further agrees to take any other action requested by Lender to ensure the attachment, perfection and first priority of, and the ability of Lender to enforce, Lender's security interest in any and all of the Collateral, including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, as amended from time to time, to the extent, if any, that the signature of such Loan Party thereon is required therefor, (b) causing Lender's name to be noted as secured party on any certificate of title for a titled good or a good capable of being titled if such notation is deemed necessary or appropriate by Lender for attachment, perfection or priority of, or ability of Lender to enforce, Lender's security interest in such Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is deemed necessary or appropriate by Lender for attachment, perfection or priority of, or ability of Lender to enforce, Lender's security interest in such Collateral, (d) obtaining governmental and other third party consents and approvals, including, without limitation, any consent of any licensor, lessor or other person obligated on any of the Collateral, (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to Lender and (f) taking all actions required by any earlier versions of the Uniform Commercial Code, as amended from time to time, or by any other law.

2.04 Collateral Preservation Expenses Incurred by Lender. In its discretion, Lender may discharge taxes, liens, security interests and other encumbrances at any time levied or placed on any of the Collateral, may pay for insurance on the Collateral, may pay for the maintenance and preservation of the Collateral, may pay for credit enhancements to insure Lender against risks of loss, or disposition of Collateral or to provide to Lender a guaranteed return from the collection or disposition of Collateral, make repairs thereto and pay any necessary filing fees. Each Loan Party agrees to reimburse Lender on demand for any payment

made or any expense incurred by Lender pursuant to the foregoing authorization. Lender shall have no obligation to either of the Loan Parties to make any such expenditures, nor shall the making thereof relieve the Loan Parties of any default.

2.05 Lender's Obligations and Duties. Anything herein to the contrary notwithstanding, each Loan Party shall remain liable under each contract or agreement comprised in the Collateral to be observed or performed by such Loan Party thereunder. Lender shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by Lender of any payment relating to any of the Collateral, nor shall Lender be obligated in any manner to perform any of the obligations of either Loan Party under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by Lender in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to Lender or to which Lender may be entitled at any time or times. Lender's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Uniform Commercial Code or otherwise, shall be to deal with such Collateral in the same manner as Lender deals with similar property for its own account.

2.06 Power of Attorney. Each Loan Party hereby irrevocably constitutes and appoints Lender and any manager, officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Loan Party or in Lender's own name, for the purpose of carrying out the terms of this Agreement, to take any and all action that Lender reasonably deems necessary or desirable and to execute any and all documents and instruments that Lender deems necessary or desirable to accomplish the purposes of this Agreement. The powers conferred on Lender hereunder are coupled with an interest and are irrevocable and are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its members, managers, officers, employees or agents shall be responsible to either of the Loan Parties for any act or failure to act.

SECTION 3 GUARANTY

As a condition of and in order to induce Lender to enter into this Agreement and to make the Loans hereunder, and in consideration of its so doing and of the substantial benefits accruing to Guarantor as a result thereof, Guarantor hereby agrees as follows:

A. Guarantor hereby unconditionally, irrevocably and absolutely guarantees, for the benefit of Lender and its successors and assigns, the due and punctual payment and performance of the Obligations, as and when required to be paid or performed by Borrower, under any and all circumstances. Guarantor further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from Guarantor and that Guarantor will remain bound upon this guaranty notwithstanding any extension or renewal of any or all of the Obligations.

B. Guarantor waives presentment to, demand for payment from and protest to Borrower or an other person or entity with respect to any of the Obligations, and also waives notice of protest for nonpayment. The obligations of Guarantor hereunder shall not be affected by (i) the failure of Lender to assert any claim or demand or to enforce any right or remedy against Borrower or any other person or entity under any Loan Document or other agreement or otherwise; (ii) any extension or renewal of any provision of any Facility Document; (iii) any rescission, waiver, compromise, acceleration, amendment or modification of any terms or provisions of any Loan Document or other agreement; (iv) the release, exchange, waiver or foreclosure of any security held by Lender for any of the Obligations; (v) the failure of Lender to exercise any right or remedy against Borrower on any other person or entity; (vi) the release or substitution of any other guarantor of the Obligations or (vii) any other event that could constitute a legal or equitable discharge of, or defense by a guarantor or surety.

C. Guarantor further agrees that this guaranty constitutes a guaranty of performance and of payment when due and not just of collection, and waives any right to require that any resort be had by Lender to any security held for payment of the Obligations or to any balance of any deposit, account or credit on the books of Lender in favor of Guarantor or any other person or entity.

D. Guarantor hereby waives any defense that it might have based on a failure to remain informed of the financial condition of Borrower, any circumstances affecting any of the Collateral or the ability of Borrower to perform its obligations under the Loan Documents.

E. Guarantor's obligations hereunder shall not be affected in any way by the genuineness, validity, regularity or enforceability of any of the Obligations, the Loan Documents or any other instrument evidencing, or agreement relating to, any of the Obligations or by the existence, validity, enforceability, perfection or extent of any collateral therefor or by any other circumstance relating to the Obligations which might otherwise constitute a defense to this guaranty. Lender makes no representation or warranty in respect of any such circumstances and Lender shall not have any duty or responsibility whatsoever to Guarantor in respect of the administration or monitoring of the Obligations or the Collateral.

F. Guarantor further agrees that Guarantor shall have no right of subrogation, reimbursement, indemnity or contribution whatsoever from or against Borrower or any other guarantor of the Obligations, nor any right of recourse to any security for the Obligations. In addition, Guarantor hereby waives and renounces any rights Guarantor has or may have for subrogation, indemnity, reimbursement, contribution from or against Borrower or any other guarantor of the Obligations for amounts paid under this guaranty. The foregoing waiver is expressly intended to prevent the existence of any claim in respect of such reimbursement by Guarantor against the estate of Borrower or any other guarantor of the Obligations within the meaning Section 101 of the U.S. Bankruptcy Code and to prevent Guarantor from constituting a creditor of Borrower or any other guarantor of the Obligations in respect of such reimbursement within the meaning of Section 547(b) of the U.S. Bankruptcy Code in the event of a subsequent case involving Borrower or any other guarantor of the Obligations.

G. Guarantor further agrees that, as between Guarantor and Lender, the Obligations may be declared to be forthwith due and payable as provided in Section 8 for purposes of this guaranty, notwithstanding any stay, injunction or other prohibition preventing

such declaration as against Borrower and that, in the event of such declaration, the Obligations (whether or not due and payable by Borrower) shall forthwith become due and payable by Guarantor for purposes of this guaranty.

H. The obligations of Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including, without limitation, any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or for any other reason whatsoever. Without limiting the generality of the foregoing, the obligations of Guarantor hereunder shall not be discharged or impaired or otherwise affected by the failure of Lender to assert any claim or demand, or to enforce any right or remedy under, any of the Loan Documents or any other agreement or instrument, by any waiver or modification of any provision thereof, by any default, failure or delay, willful or otherwise, in the performance of any provision thereof or otherwise with respect to any of the Obligations, or by any other act or omission or delay to do any other act which may or might in any manner or to any extent vary the risk of Guarantor or would otherwise operate as a discharge of Guarantor as a matter of law, unless and until the Obligations are paid in full.

I. This guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of the Obligations is rescinded or must otherwise be restored by Lender upon the bankruptcy, insolvency or reorganization of Borrower or any other guarantor of the Obligations or otherwise. Without limiting any other right or remedy which Lender may have, upon failure of Lender to pay any of the Obligations when and as the same shall become due (whether at maturity, by acceleration, after notice or otherwise), Guarantor hereby agrees to and will, upon receipt of written demand by Lender, forthwith pay or cause to be paid to Lender, in case, an amount equal to the unpaid amount of the Obligations.

SECTION 4 CONDITIONS PRECEDENT TO LENDER'S OBLIGATIONS

4.01 Conditions Precedent. The obligation of Lender to make each Loan is subject, at the time of the making of such Loan, to the satisfaction of the following conditions, with the making of such Loan constituting a representation and warranty by the Loan Parties that the conditions specified in Section 4.01(A) and (B) are then satisfied:

A. No Default. At the time of making of each Loan, and after giving effect thereto, there shall exist no Event of Default or no event, act or condition which with the giving of notice or the lapse of time or both would constitute an Event of Default; and

B. Representations and Warranties. At the time of the making of each Loan, and after giving effect thereto, all representations and warranties of the Loan Parties contained in the Loan Documents or otherwise made (or deemed made) in connection therewith shall be true and correct with the same force and effect as though such representations and warranties had been made at such time.

SECTION 5
REPRESENTATIONS AND WARRANTIES

In order to induce Lender to enter into this Agreement and to make the Loans, each of the Loan Parties hereby makes the following representations and warranties to Lender, which representations and warranties shall survive the execution and delivery of this Agreement and the Note:

5.01 Organization. Each of the Loan Parties is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Ohio. Each of the Loan Parties has the power and authority to own and lease its properties, to carry on its business and to execute, deliver and perform each of the Loan Documents to which it is a party, and, where necessary, has duly qualified as a foreign limited liability company to do business, and is in good standing, in each jurisdiction in which the nature of the business conducted or the ownership of its properties makes such qualification necessary.

5.02 Authorization. The execution, delivery and performance by each Loan Party of each of the Loan Documents to which it is a party have been duly authorized by all necessary action and do not and will not: (a) contravene its articles of organization, operating agreement or other governing instrument, (b) violate any provision of any law, rule, regulation, order, writ, judgment, injunction or decree, or (c) result in a breach of, violate, or constitute or default or require any consent under, any agreement or instrument to which it is a party or by which it or any of its assets may be bound or affected. This Agreement is, and each of the other Loan Documents upon its execution and delivery will be, a legal, valid and binding obligation of each of the Loan Parties or party thereto, enforceable in accordance with its terms.

5.03 Consents. The execution, delivery and performance by each of the Loan Parties of the Loan Documents to which it is a party does not require the approval, authorization or consent of any government, any governmental agency or other person or entity, or any filing therewith or notice thereto.

5.04 Compliance with Laws. Each of the Loan Parties is in compliance in all material respects with all laws, regulations and requirements applicable to it or to the operation of its business or the ownership of its assets. Each of the Loan Parties has obtained all governmental permits, licenses and the like necessary to the conduct of its business and all such permits, licenses and the like are in full force and effect and no default exists thereunder.

5.05 Location of Collateral. Except as described on Exhibit B hereto, Borrower maintains places of business and owns Collateral only at 3020 South Tech Boulevard, Miamisburg, Ohio 45342-4860 and 1700 Research Boulevard, Rockville, Maryland 20850, and maintains its books of account and records, including all records concerning the Collateral, only at those locations. Guarantor maintains a place of business and owns Collateral only at 7810 McEwen Road, Suite A, Dayton, Ohio 45459, and maintains its books of account and records, including all records concerning the Collateral, only at that location.

5.06 Litigation. There are no actions, suits or proceedings pending or threatened against either of the Loan Parties or any of its assets before or by any court, government agency or body or arbitrator.

5.07 Taxes. Each Loan Party has filed all tax returns (federal, state, local or other) required to be filed by it and has paid all taxes, assessments, levies and other governmental charges which are pursuant to such returns and all other taxes, assessments, levies and other governmental charges which have become due, including all interest and penalties.

5.08 Patents, Etc. Each Loan Party owns all patents, trademarks, trade names, service marks, service names, copyrights, licenses, franchises, formulas and other intangible or intellectual property rights (or rights with respect to the foregoing) necessary for the conduct of its business, without any conflict with, or violation of, the rights of others.

SECTION 6 AFFIRMATIVE COVENANTS

6.01 General Covenants. So long as this Agreement is in effect or there shall be any of the Obligations outstanding, each of the Loan Parties shall:

A. Existence. Do all things necessary and proper to preserve and keep in full force and effect its existence and its material rights, franchises, licenses, permits, authorizations, approvals, patents, trademarks, copyrights and similar or other intangible property rights.

B. Books and Records. Keep proper books of record and account in which full, true and correct entries in conformity with generally accepted accounting principles and all requirements of law shall be made of all dealings and transactions in relation to its business and affairs.

C. Property. Keep all property useful and necessary in its business in good working order and condition and, from time to time, make all necessary and proper repairs, renewals, replacements, additions and improvements thereto. Notify Lender in writing on a monthly basis of the location of any Collateral located at any location other than the locations specified in Section 5.05 and Exhibit B hereto.

D. Compliance with Laws. Comply in all material respects with all applicable laws, statutes, rules, regulations and orders of, and all applicable restrictions imposed by, any governmental authority in respect of the conduct of its business and the ownership or operation of its property or assets.

E. Insurance. Maintain at all times adequate insurance against such risks as are customarily insured against, and in amounts customarily carried by, persons operating similar businesses and effect all such insurance under valid and enforceable policies issued by insurers of recognized responsibility.

F. Payment of Taxes and Other Claims. Duly pay and discharge when due all taxes, assessments, levies and other governmental charges imposed upon it or its assets or upon its income, as well as all claims for labor, materials or supplies, which if unpaid might by law become a lien upon any of its assets.

G. Notice. Promptly give notice to Lender of: (i) any condition, event or act which constitutes an Event of Default or which, with the giving of notice or lapse of time, or both, would constitute an Event of Default and (ii) any other event or fact that may materially

and adversely affect its business, operations, properties, condition (financial or other) or prospects or any of the Collateral.

H. Inspection. Permit any person designated by Lender to visit and inspect any of its properties, to examine its books and records and to discuss its affairs, finances and accounts with its officers and key employees at such reasonable times and as often as may be reasonably requested by Lender.

I. Information. Furnish to Lender from time to time: (a) as promptly as practical, such monthly, quarterly and annual financial statements as Lender may request, all of which financial statements (i) shall be prepared in accordance with generally accepted accounting principles consistently applied and (ii) in the case of any annual financial statements, shall be audited or reviewed by a firm of independent certified public accountants of recognized standing if requested by Lender, (b) such annual or quarterly budgets and forecasts as Lender may reasonably request from time to time and (c) such other information concerning its business, operations, properties, conditions (financial or other) or prospects as Lender may reasonably request.

J. Use of Proceeds. Use the proceeds of the Loans solely for the operational and working capital needs of Borrower.

SECTION 7 NEGATIVE COVENANTS

7.01 Covenants. So long as this Agreement remains in effect or there shall be any of the Obligations outstanding, the Loan Parties shall not:

A. Liens. Create, incur, assume or permit to exist any mortgage, deed of trust, pledge, security interest, lien or other encumbrance upon or with respect to any of its property (real or personal, tangible or intangible) whether now owned or hereafter acquired other than the security interest granted hereby.

B. Indebtedness. Other than pursuant to the Loan Documents, create, incur or become liable in respect of any indebtedness (other than indebtedness incurred in the ordinary course of business) or assume, guarantee or become contingently liable upon any obligation or indebtedness of any other person or entity.

C. Merger. (i) Wind up, liquidate or dissolve its business or affairs, (ii) enter into any merger, consolidation or other business combination transaction or (iii) other than in the ordinary course of business, purchase or acquire any part of the property or assets of any other person or entity or (iv) other than in the ordinary course of business, sell, lease, transfer or otherwise dispose of any part of its property or assets.

D. Business. Engage (directly or indirectly) in any business other than the business in which it is engaged on the date hereof.

SECTION 8
DEFAULT

8.01 Events of Default. The following events each shall constitute an "Event of Default" hereunder:

A. Default shall be made in the due and punctual payment of the principal of, or interest on, the Note or any other amount due and payable by either of the Loan Parties under any of the Loan Documents which default shall continue unremedied for more than five days after the date when due;

B. Default shall be made in the due observance or performance of any other covenant or condition contained in any of the Loan Documents required to be observed or performed by either of the Loan Parties which default is not remedied within 30 days after written notice from Lender;

C. Any representation or warranty made by either of the Loan Parties in any of the Loan Documents or in any writing delivered pursuant thereto shall prove to have been false or incorrect in any material respect when made (or deemed made);

D. One or more judgments for payment of money in excess of [REDACTED] in the aggregate shall be rendered against either of the Loan Parties and such judgments, decrees or orders shall continue unsatisfied and in effect for a period of 30 consecutive days without being vacated, discharged, satisfied or stayed or bonded pending appeal;

E. Either of the Loan Parties shall: (i) fail to pay any installment of principal of, or interest on, any other indebtedness for borrowed money, whether now or at any time hereafter outstanding, whether at maturity, by call for redemption, acceleration, declaration or otherwise or (ii) fail to perform or observe any term, covenant or condition on its part to be performed or observed under any agreement or instrument relating to any such other indebtedness, when required to be performed or observed, if the effect of such failure to perform or observe is to accelerate, or to permit the acceleration of, the maturity of such other indebtedness or any such other indebtedness shall be declared to be due and payable or required to be prepaid (other than by a regularly scheduled required prepayment) prior to the stated maturity thereof;

F. Either of the Loan Parties commences, or there is commenced against either of the Loan Parties (or any of its assets), any proceedings under any bankruptcy, insolvency, reorganization, receivership, relief of debtors, dissolution, liquidation or similar law of any jurisdiction and, if such proceedings are commenced against either of the Loan Parties, such proceedings are not dismissed within 60 days after the institution thereof; either of the Loan Parties admits in writing its inability to pay its debts generally as such debts become due; a court of competent jurisdiction enters an order, judgment or decree appointing a custodian, receiver, trustee, liquidator or conservator of either of the Loan Parties or of the whole or any substantial part of its properties; or either of the Loan Parties makes a general assignment for the benefit of creditors;

Upon the occurrence of any Event of Default and at any time thereafter, if any Event of Default shall then be continuing, Lender, by written notice to Borrower, may (i) declare the

principal of, and accrued interest on the Loans and Note to be, whereupon the same, together with any other amounts owing by either of the Loan Parties under the Loan Documents shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived by the Loan Parties, whereupon Lender may proceed to exercise all of its rights and remedies against the Loan Parties and the Collateral under the Loan Documents and under applicable law (including its rights and remedies as a secured party under the Ohio Uniform Commercial Code) and/or (ii) declare its obligation to make further Loans terminated, whereupon such obligation shall be terminated; provided, however, that, if an Event of Default described in Section 8.01(F) should occur, the result which would otherwise occur only upon the giving of written notice to Borrower, as specified above, shall occur automatically without the giving of such notice.

8.02 Additional Rights of Lender upon Default. Upon the occurrence of any Event of Default:

A. Lender may take possession of the Collateral, or any part thereof, and each Loan Party hereby grants Lender authority to enter upon any premises on which the Collateral may be situated, and remove the Collateral from such premises, together with the materials, supplies, books and records of such Loan Party, to maintain possession and/or the condition of the Collateral and to prepare the Collateral for sale. Each Loan Party shall, upon demand by Lender, assemble the Collateral and make it available at a place designated by Lender which is reasonably convenient to the parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give the Loan Parties reasonable notice of the time and place of any public sale thereof or of the time after which any private sales or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Loan Parties shown on Lender's records at least ten days prior to the time of such sale or disposition. The rights, options and remedies of Lender shall be cumulative and no failure or delay by Lender in exercising any right, option or remedy shall be deemed a waiver thereof or of any other right, option or remedy, or waiver of any Event of Default hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The residue of any proceeds of collection or sale, after satisfying all Obligations in such order of preference as Lender may determine and making proper allowance for interest on Obligations not then due, and after making any payments required by the Uniform Commercial Code, shall be refunded to the appropriate Loan Party. Each Loan Party shall remain liable for any deficiency. Each Loan Party waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of Lender's rights hereunder, including, without limitation, Lender's right following an Event of Default to take immediate possession of the Collateral and to exercise its rights with respect thereto.

B. Lender may at any time in its discretion transfer any securities or other property constituting the Collateral into its own name or that of its nominee and receive the income thereon and hold the same as security for Obligations or apply it on principal or interest due on Obligations. Insofar as Collateral shall consist of accounts, general intangibles, other claims and rights to the payment of money, insurance policies, instruments, chattel paper, choses in action or the like, Lender may, without notice to or demand on either Loan Party, demand, collect, receipt for, settle, compromise, adjust, use, sue for, foreclose or realize upon the

Collateral as Lender may determine, and for the purpose of realizing Lender's rights therein, Lender may receive, open and dispose of mail addressed to either Loan Party and endorse notes, checks, drafts, money orders, documents of title or other evidences of payment, shipment or storage or any form of Collateral on behalf of and in the name of such Loan Party. The powers conferred on Lender by this Section are solely to protect the interest of Lender and shall not impose any duties on Lender to exercise any powers.

C. Lender shall not be required to marshal any present or future collateral security (including, but not limited to, this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. Each Loan Party hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Lender's rights under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, each Loan Party hereby irrevocably waives the benefits of all such laws.

D. No delay or omission on the part of Lender to exercise any right or power arising from any default shall impair any such right or power or be considered to be a waiver of any such default or any acquiescence therein, nor shall the action or non-action of Lender in case of any Event of Default impair any right or power resulting therefrom.

SECTION 9 DEFINITIONS

As used herein, the following terms shall have the meanings herein specified:

A. "Obligations" means any and all obligations of Borrower to Lender under the Loan Documents, and includes obligations to perform acts and refrain from taking action as well as obligations to pay money.

B. All of the terms used herein which are defined in the Uniform Commercial Code of the State of Ohio, as amended from time to time (the "Uniform Commercial Code"), unless otherwise defined herein, shall have the same meanings as specified therein, except that "instrument" shall have the meaning as defined in Article 9 of the Uniform Commercial Code, as amended from time to time.

C. "Collateral" means any and all personal property and fixtures of the Loan Parties in which Lender now has, by this Agreement acquires or hereafter acquires in accordance with this Agreement, a security interest.

SECTION 10 MISCELLANEOUS PROVISIONS

The following miscellaneous provisions shall apply hereunder:

10.01 Amendment and Modification. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof,

and duly executed by the parties hereto. All remedies herein provided shall be in addition to and not in substitution for any remedies otherwise available to Lender.

10.02 Agreement Shall Bind Successors and Assigns. No Loan Party may assign its rights or obligations hereunder without the prior written consent of Lender. Subject to the foregoing, all covenants and agreements in this Agreement contained by or on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and assigns.

10.03 Lender's Expenses. Borrower shall pay Lender's reasonable expenses incurred in connection with the enforcement of any of the Loan Documents or the collection of any of the Obligations, including reasonable fees and expenses of counsel retained by Lender.

10.04 Additional Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10.05 Exercise of Rights. Neither the failure nor delay on the part of Lender to exercise any right, power, or privilege hereunder nor any course of dealing shall, in and of itself, 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. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which Lender would otherwise have. No notice to or demand on either Loan Party in any case shall, in and of itself, entitle it to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender to any other or further action in any circumstances without notice or demand.

10.06 Invalidity. If any provision hereof or the application of such provision to any circumstances shall be held invalid or unenforceable to any extent, the remainder thereof and the application of such provision to other circumstances shall not be affected thereby and such provision shall be enforced to the greatest extent permitted by applicable law and such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

10.07 Governing Law. The provisions of this Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Ohio without regard to its conflict of laws or rules.

10.08 WAIVER OF JURY TRIAL. EACH OF THE LOAN PARTIES AND LENDER HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO THE LOAN DOCUMENTS OR ARISING IN ANY WAY FROM THE OBLIGATIONS HEREUNDER.

10.09 Payments on Non-Business Days. Whenever any payment to be made under any of the Loan Documents shall be stated to be due on a day which is not a business day, the due date thereof shall be extended to the next succeeding business day and, if a payment of principal is so extended, interest shall be payable on such principal at the applicable rate during such extension.

10.10 Subordination. If, at any time which this Agreement is in effect or while any of the Obligations remain outstanding, Borrower desires to obtain any financing from a bank or other financial institution, upon written notice from Borrower, Lender shall, notwithstanding the

provisions of Section 7.01(A) or 7.01(B), consent to the incurrence by Borrower of the indebtedness represented by such financing and the creation of any mortgage, pledge, security interest, lien or other encumbrance securing such financing and, if required by such bank or other financial institution, Lender shall enter into such subordination, intercreditor or similar agreements and related documents as such bank or other financial institution may reasonably request.

[Signature Page Follows]


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

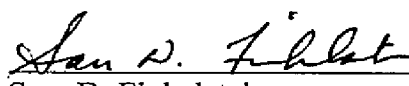
LENDER:

BORROWER:

CETUS CORP.

RIVERAIN MEDICAL GROUP, LLC

By: 
Leslie S. Bauwart
Vice President and Treasurer

By: 
Sam D. Finkelstein
President

GUARANTOR:

CAD INVESTMENTS, LLC

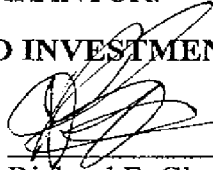
By: 
Richard F. Glennon, Sr., President

EXHIBIT A**Promissory Note**

March __, 2005
Dayton, Ohio

FOR VALUE RECEIVED, the undersigned, RIVERAIN MEDICAL GROUP, LLC, an Ohio limited liability company (the "Company"), hereby promises to pay to the order of CETUS CORP., an Ohio corporation (the "Holder"), at its offices located at Suite 200, 6450 Sand Lake Road, Dayton, Ohio 45414-2645 (or such other place as the Holder may specify in writing to the Company from time to time) on March 1, 2007 (the "Maturity Date") the principal amount of _____ or, if less, the unpaid principal amount of all Loans (as defined in the Loan Agreement referred to below) made to the Company pursuant to the Loan Agreement.

The Company also promises to pay interest on the unpaid principal amount hereof from the date hereof until paid at the rates and at the times provided in the Loan Agreement.

This Note may be prepaid, in whole or in part, at any time without premium or penalty as provided in the Loan Agreement.

All payments under this Note shall be made without set-off, deduction or counterclaim of any kind and shall be made in U.S. dollars and in immediately available funds.

This Note is the Note referred to in the Loan and Security Agreement (All Assets) dated of even date herewith (the "Loan Agreement") among the Company CAD Investments, LLC and the Holder and is secured by, and is entitled to the benefits of, the Loan Agreement and other Loan Documents (as defined in the Loan Agreement).

In case an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the principal of, and accrued interest on, this Note may be declared to be due and payable in the manner and with the effect provided in the Loan Agreement.

The Company hereby waives presentment, demand, protest or other notice of any kind in connection with this Note.

This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to its conflict of laws rules.

RIVERAIN MEDICAL GROUP, LLC

By: _____
Sam D. Finkelstein
President

EXHIBIT B

Additional Collateral Locations

<u>Collateral Description</u>	<u>Street Address</u>	<u>County or Parish (if known)</u>	<u>State</u>	<u>Collateral in possession of Consignee/Bailee?</u>

Exhibit B
Additional Collateral Locations

RIVERAIN MEDICAL
 LOCATION OF COLLATERAL LOCATIONS,
 OTHER THAN DAYTON AND ROCKVILLE OFFICE FACILITIES
 at March 1, 2005

Description of Collateral	Location of Collateral		Collateral in possession of Consignee/Bailee ?
Rapid Screen - RS 2000	Blue Ridge X Ray	Arden, NC	Yes
Rapid Screen - RS 2000	Capital X-Ray	Tallassee, AL	Yes
Rapid Screen - RS 2000	Commonwealth X Ray	Cincinnati, Oh	Yes
Rapid Screen - RS 2000	Med Image Systems	Memphis, TN	Yes
Rapid Screen - RS 2000	Medical Imaging Tech	Denver, CO	Yes
Rapid Screen - RS 2000	Merry X-ray	San Antonio, TX	Yes
Rapid Screen - RS 2000	Merry X-ray	San Diego, CA	Yes
Rapid Screen - RS 2000	Merry X-ray	Houston, TX	Yes
Rapid Screen - RS 2000	Mobile 1 X-Ray	Mountain Home, AR	Yes
Rapid Screen - RS 2000	N. Idaho Imaging	Spokane, WA	Yes
Rapid Screen - RS 2000	Ogden Clinic	Salt Lake City, UT	Yes
Rapid Screen - RS 2000	Simons X-ray	Salt Lake City, UT	Yes
Rapid Screen - RS 2000	Southwest X-ray	Dallas, TX	Yes
Rapid Screen - RS 2000	Southwest X-Ray	Dallas, TX	Yes
Rapid Screen - RS 2000	St. Mary's Regional Med Cntr	Enid, OK	Yes
Rapid Screen - RS 2000	Valley Radiology Group	Phoenix, AZ	Yes
Rapid Screen - RS 2000	Victory Medical Hospital	Waukegan, IL	Yes
Rapid Screen - RS 2000	Wentworth Douglass Hosp	Dover, NH	Yes
Rapid Screen - RS 2000	Z&Z Medical	Cedar Rapids, IA	Yes
Rapid Screen - RS 2000D	Coolsprings Imaging	Nashville, Tennessee	Yes
Rapid Screen - RS 2000D	University of Chicago	Chicago, Illinois	Yes