

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Our Ref. - 299/62021

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

1. Name of conveying party(ies):

Baxa Corporation

- Individual(s)
- General Partnership
- Corporation-State: Colorado
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: U.S. Bank National Association

Internal

Address: 12<sup>th</sup> Floor

Street Address: 721 Locust Street

City: St. Louis

State: Missouri

Country: U.S.A.

Zip: 63101-3101

- Association Citizenship U.S.A.
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- 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)

3. Nature of conveyance /Execution Date(s):

Execution Date(s) June 22, 2006

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

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

A. Trademark Application No.(s)  
78665029, 78699359, 78699469, 78699573, 78699720, 78700487, 78884693, 78844590, 78844650, 78765397

B. Trademark Registration No.(s)  
2302872, 2386181

Additional sheets attached?  Yes  No

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

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

Name: Caroline G. Chicoine

Internal Address: Thompson Coburn LLP

Street Address: One US Bank Plaza

City: St. Louis

State: MO ZIP: 63101

Phone Number: 314-552-6499

Fax Number: 314-552-7499

Email Address: cchicoine@thompsncoburn.com

6. Total number of application and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41): \$ 315

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

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 20-0823  
Authorized User Name Thompson Coburn LLP

9. Signature:

Signature

July 13, 2006

Date

Caroline G. Chicoine  
Name of Person Signing

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

16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003348 FRAME: 0862

700275544

CH \$315.00 200623 78665029

**PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 23rd day of June, 2006, by BAXA CORPORATION, a Colorado corporation ("Borrower"), in favor of U.S. BANK NATIONAL ASSOCIATION ("Lender").

WITNESSETH:

WHEREAS, Borrower and Lender are herewith entering into that certain Loan Agreement dated as of the date hereof (as the same may from time to time be 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); and

WHEREAS, as a condition precedent to Lender entering into the Loan Agreement, Lender has required that Borrower execute and deliver this Agreement to Lender; and

WHEREAS, in order to induce Lender to enter into the Loan Agreement, Borrower has agreed to execute and deliver this Agreement to Lender; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by Borrower in favor of Lender pursuant to which Borrower has granted to Lender a security interest in and lien on the entire business assets of Borrower, including, without limitation, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Borrower and all proceeds thereof;

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

1. Grant of Security Interest. For value received, Borrower hereby grants Lender a security interest in and lien on all of Borrower's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent 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, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or 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 patent applications together with the items described in clauses (i) through (iv) 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; and (i) renewals or extensions

thereof, (ii) all income, damages and payments now and/or 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 clauses (i) through (iv) 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 Borrower and any other Person, whether Borrower is licensor or licensee (all of the foregoing license agreements and Borrower's rights thereunder are hereinafter collectively referred to as the "Licenses");

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

(e) all proceeds, including, without limitation, proceeds that 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 of the present and future Borrower's Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of Borrower to Lender evidenced by or arising under or in respect of this Agreement and/or any other Transaction Document, and (iii) any and all costs of collection, legal expenses and attorneys' fees and expenses incurred by Lender upon the occurrence of any default or event of default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing Lender in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations"). The parties acknowledge that the foregoing is a grant of security interest and lien, and not an assignment or other transfer.

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

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

(c) (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) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, 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 Borrower not to sue third persons;

(e) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

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

(g) Borrower has the exclusive, royalty-free (except as may be contained in any license) right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement; and

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

3. Inspection Rights: Product Quality. Borrower will permit inspection of Borrower's facilities that manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the products and records relating thereto by Lender during normal business hours in accordance with Section 5.01(c) of the Loan Agreement. Borrower will reimburse Lender upon demand for all costs and expenses incurred by Lender in connection with any such inspection conducted by Lender while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Borrower may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Borrower agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide Lender, upon Lender's reasonable request from time to time, with a certificate of any officer of Borrower certifying Borrower's compliance with clause (a).

4. Further Assurances. Borrower hereby agrees that, until (a) all of the Secured Obligations shall have been paid in full, (b) no Letters of Credit shall remain outstanding, and (c) Lender has no further commitment or obligation to make any loans or advances or other extensions of credit to Borrower under the Loan Agreement or otherwise, it will not, without the prior written consent of Lender, enter into any agreement (for example, a license or sublicense agreement) that is inconsistent with Borrower's obligations under this Agreement or the Loan Agreement and Borrower agrees that it will 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 that would affect the validity or enforcement of the rights transferred to Lender under this Agreement. Borrower further agrees that at any time and from time to time, at the expense of Borrower, Borrower will promptly execute and deliver to Lender any and all further instruments and documents and take any and all further action that Lender may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Lender to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Borrower (a) becomes aware of any existing Patents, Trademarks or Licenses of which Borrower has not previously informed Lender, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses or (c) becomes

entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof.

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

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default under the Loan Agreement has occurred and is continuing, Borrower may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement and otherwise consistent with commercially reasonable practices.

8. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Lender 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 any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrower, 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 Borrower associated therewith) and/or Licenses, or any interest that Borrower 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 in the order and manner as Lender may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Borrower at least ten (10) Domestic 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 Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender 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 and/or Licenses sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released. Borrower agrees that if any Event of Default has occurred and is continuing, the use by Lender of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Lender to Borrower. If an Event of Default shall occur and be continuing, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents, Trademarks and Licenses, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and the Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Agreement. All of Lender'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. Notwithstanding anything contained herein, no Trademark shall be sold or otherwise disposed of pursuant to this Agreement or any other Transaction Document without the goodwill of Borrower's business connected with and symbolized by that Trademark; and no so-called "Intent-to-Use" trademark application shall be sold or otherwise disposed of apart from the business of Borrower, or portion thereof, to which such application pertains, as required by 15 U.S.C. §1060.

9. Termination of Agreement. At such time as (a) Borrower shall pay all of the Secured Obligations in full, (b) no Letters of Credit shall remain outstanding, and (c) Lender shall have no further commitment or obligation to make any loans or advances or other extensions of credit to Borrower under the Loan Agreement or otherwise, this Agreement shall terminate and Lender shall execute and deliver to Borrower all instruments as may be necessary or proper to extinguish Lender's security interest therein, subject to any disposition thereof which may have been made by Lender pursuant to this Agreement.

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 Lender 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 Borrower on demand by Lender 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 Three Percent (3%) over and above the Adjusted Daily Reset LIBOR Rate (which interest rate shall fluctuate as and when the Adjusted Daily Reset LIBOR Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Borrower.

11. Preservation of Patents, Trademarks and Licenses. Borrower shall have the duty (a) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter except those applications which Borrower has determined in its good business judgment should not be prosecuted, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable, provided Borrower has determined in its good business judgment should be applied for, and (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 11 shall be borne by Borrower.

12. Lender Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Borrower 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 Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement 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 Borrower and Lender, 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 permitted assigns. Lender may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement except in accordance with Section 7.12 of the Loan Agreement. Borrower may not assign, transfer or delegate any of its rights, obligations or duties 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 Colorado (without reference to conflict of law principles).

*Signature page follows.*

IN WITNESS WHEREOF, Borrower and Lender have executed this Patent, Trademark and License Security Agreement as of the date first above written.

BORROWER:

BAXA CORPORATION

By *Jeffrey Baldwin*  
Name: JEFFREY BALDWIN  
Title: President

LENDER:

U.S. BANK NATIONAL ASSOCIATION

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, Borrower and Lender have executed this Patent, Trademark and License Security Agreement as of the date first above written.

BORROWER:

BAXA CORPORATION

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDER:

U.S. BANK NATIONAL ASSOCIATION

By Monika K. Sahaida  
Name: Monika K. Sahaida  
Title: Assistant Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF COLORADO )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2006  
by \_\_\_\_\_, President of Baxa Corporation, a Colorado corporation.

(Seal) \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.

STATE OF Missouri )  
 ) SS.  
City of St. Louis )

The foregoing instrument was acknowledged before me the 23<sup>rd</sup> day of June, 2006  
by Dianne M. Trout, Notary Public of U.S. Bank National Association, a  
national banking association.

(Seal) 

DIANNE M. TROUT Notary Public - Notary Seal STATE OF MISSOURI St. Louis City My Commission Expires: July 4, 2006
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Dianne M. Trout  
Notary Public

My Commission Expires July 4, 2006.

**SCHEDULE A****United States Patents**

<b>ISSUED PATENTS</b>							
<b>TITLE/ DESCRIPTION</b>	<b>LOC ATI ON</b>	<b>REF/ NO.</b>	<b>DATE FILED</b>	<b>SERIAL NUMBER</b>	<b>DATE ISSUED</b>	<b>PATENT NUMBER</b>	<b>STATUS</b>
Rapid Fill Strip	US	-00004	8/10/2001	09/928,007	11/9/2004	6,813,868	Under Re-examination
Rapid Fill Filling Method	US	-00027	7/30/2003	10/630,059	12/20/2005	6,976,349	Under Re-examination
Rapid Fill Handling Method	US	-00030	12/3/2003	10/727,142	7/12/2005	6,915,619	Under Re-examination
Rapid Fill Labeling Method	US	-00031	12/3/2003	10/727,097	10/25/2005	6,957,522	Under Re-examination
Patient Controlled Infusion Apparatus and Method	US	-00009	11/2/1990	07/608,283	1/28/1992	5,084,021	Issued
Old Repeater Pump Tubing Interface	US	-00012	6/8/1988	07/203,926	12/11/1990	4,976,590	Issued
Syringe Valve Set	US	-00022	8/22/2002	10/225,886	10/11/2005	6,953,450	Issued
Syringe Dose Identification System	US	N/A	10/8/1999	09/415,366	1/15/2002	6,338,200	Issued
Adjustable Controllable Accuracy-Enhancing Pump	US	N/A	6/8/1988	203,924	6/18/1991	5,024,347	Issued
		Rexamination	8/31/1994	90/003,547	5/23/1995	B1 5,024,347	Issued
Syringe Driver/Syringe/Tube Connecting Set Fluid Delivery Arrangement, and Tube Connecting Sets Therefore	US	N/A	6/30/1987	69,016	9/5/1989	4,863,429	Issued
Syringe Type Liquid Container Dispenser Adaptor	US	N/A	3/14/1980	130,327	3/2/1982	4,317,448	Expired
Syringe Type Liquid Container Dispenser Adaptor	US	N/A	6/19/1980	931,712	12/1/1981	4,303,071	Expired
Patient Controlled Infusion Apparatus and Method	US	N/A	11/2/1990	608,377	8/4/1992	5,135,491	Issued
Syringe Driver/Syringe/Tube Connecting Set Fluid Delivery Arrangement, and Tube Connecting Sets Therefore	US	N/A	6/30/1987	068,214	7/5/1988	4,755,172	Expired

**SCHEDULE B****United States Patent Applications**

<b>US APPLICATIONS</b>					
<b>TITLE/ DESCRIPTION</b>	<b>REF. NO.</b>	<b>DATE FILED</b>	<b>SERIAL NUMBER</b>	<b>PUBLICATION NUMBER</b>	<b>STATUS</b>
Rapid Fill Transparent Tape	-00033	6/9/2004	10/864,610	N/A	Abandoned
Rapid Fill Combined Method	-00054	2/24/2006	11/361,326	N/A	Pending
Rapid Fill CIP with Cap	-00055	2/28/2006	11/365,799	N/A	Pending
Multi-Cap	-00021	8/22/2002	10/226,183	US2004 0039374	Notice of Allowance
Syringe Valve Set	-00043	7/1/2005	11/173,506	US2005 0245883	Published
Rapid Fill Cap	-00024	8/22/2002	10/226,599	US2004 0039341	Published
Dual Swab Connector	-00034	1/14/2005	11/036,644	N/A	Pending
Multi-cap (membrane)	-00040	5/10/2005	11/125,774	N/A	Pending
Pad-Lock	-00052	5/10/2006	11/433,143	N/A	Pending
Pad-Lock (Design)	-00058	5/10/2006	29/259,672	N/A	Pending
Cathcare	-00041	10/3/2005	11/242,618	N/A	Pending
Cathcare (Design)	-00062	N/A	N/A	N/A	Mailed 6/9/2006
Piston Pump (RP2)	-00045	12/2/2005	60/742,114	N/A	Provisional

Foreign Patent Applications

FOREIGN APPLICATIONS						
TITLE/ DESCRIPTIO N	LOCATIO N	REF NO.	DATE FILED	SERIAL NO.	PUBLICATIO N NO.	STATUS
Syringe Valve Set	EUROPE	-00029	8/22/2003	03019091.2	WO 02/ 11787 A2	Published
Dual Swab Connector	WIPO (PCT)	-00051	1/12/2006	PCT/US 2006/0013 7	N/A	Pending
Multi-Cap	EUROPE	-00028	8/22/2003	03019090.4	EP139 1219 A2	Published
Rapid Fill Strip	EUROPE	-00025	8/10/2001	01970534.2	EP139 1220 A2	Published

SCHEDULE CUnited States Trademark Registrations

Name	Mark Drawing Code	Status	Registration Number	Serial Number	Notes
1. Exacta-Med®	Standard Character Mark	Cancelled	1302479	73450421	Cancelled as of February 26, 1991. Refiled application in June 2005 under Serial No. 78665029.
2. MicroFuse®	Typed Drawing	Registered	2302872	75485472	Sent Declaration 8 and 15 to maintain registration in October 2005.
3. MicroFuse®	Design Plus Words, Letters, and/or Numbers	Registered	2386181	75485471	Sent Declaration 8 and 15 to maintain registration in October 2005.
4. Baxa	Typed Drawing	Cancelled	1388189	73366067	Cancelled as of November 4, 1992. Refiled applications for Baxa and Baxa logo in June 2005, under Serial Nos. 78699359 and 78699469, respectively.
5. Exacta-Mix		Registered in Canada	0638994	CA111083 200	Registration date: May 3, 2005.
6. CytoSafe®	Typed Drawing	Registered	2953476	78261966	Owned by Pfizer (Perth) Pty Ltd.

SCHEDULE DUnited States Trademark Applications

Name	Mark Drawing Code	Status	Registration Number	Serial Number	Notes
1. <b>Exacta-Med</b>	Standard Character Mark	Pending	N/A	78665029	Sent application in June 2005.
2. <b>Baxa</b>	Typed Drawing	Pending	N/A	78699359	Sent application in June 2005.
3. <b>Baxa</b>	Design Plus Words, Letters and/or Numbers; Standard Character Mark	Pending	N/A	78699469	Sent application in June 2005.
4. <b>CathCare</b>	Typed Drawing	Pending	N/A	78699573	Sent application in August 2005.
5. <b>CathCare</b>	Design Plus Words, Letters and/or Numbers; Standard Character Mark	Pending	N/A	78699720	Sent application in August 2005.
6. <b>PadLock</b>	Typed Drawing	Pending	N/A	78700487	Sent application in August 2005.
7. <b>P2</b>	Words, Letters, Numbers in Stylized Form	Pending	N/A	78884693	Sent application in May 2006.
8. <b>P2</b>	Standard Character Mark	Pending	N/A	78844590	Sent application in March 2006.
9. <b>P2 Technology</b>	Standard Character Mark	Pending	N/A	78844650	Sent application in March 2006.
10. <b>PIBA</b>	Standard Character Mark	Pending	N/A	78765397	Sent application in December 2005.

Common Law Trademarks

Abacus  
Adapta-Cap  
Bandolier  
Baxa Bucks  
Direct-Entry  
DiscPac  
Exacta-Mix  
Kwik-Vial  
Label-Ease  
Mark-a-Dose  
MicroMacro  
Rapid-Fill  
Repeater  
Two-Fer



## SCHEDULE E

### Licenses

1. Agreement with Gerry Tighe, dated August 9, 2001, regarding Multi-Dose IV Flush Product. This agreement is exclusive, assignable, revocable upon certain conditions and for a term.
2. Agreement with Rod Okamoto and Tom Diamantidis and Nutrishare, dated May 29, 1999. This license is non-exclusive, revocable upon the occurrence of certain conditions, assignable and for a term.
3. Microsoft Select 6 Standard Enrollment Acceptance, Business Agreement, Select Agreement dated November 18, 2005, by and between the Company and Microsoft Licensing, GP. This license is non-exclusive, assignable, revocable upon breach, and remains in effect until terminated.
4. Microsoft Select Agreement, dated February 23, 2006, by and between the Company and Microsoft Licensing, GP. This license is assignable, revocable upon breach, non-exclusive and for a term.
5. Microsoft OEM Customer License Agreement for Embedded Systems, dated October 13, 2005, by and between the Company and Microsoft Licensing, GP. This license is non-exclusive, non-assignable, revocable upon breach and other conditions and for a term.
6. Microsoft OEM Customer License Agreement for Use of Third Party Integrator, dated October 13, 2005, by and between the Company and Microsoft Licensing, GP. This license is non-exclusive, non-assignable, revocable upon breach and other conditions and for a term.
7. Intersourcing Service Model Agreement/Supplement to Ultimate Software Group, Inc. Software License and Support Maintenance Agreement dated April 4, 2001, dated on or about September 28, 2004, by and between the Company and the Ultimate Software Group. Also subject to the terms of the Purchase Agreement, dated April 4, 2001, by and between the Company and The Dovetail Group. This license is revocable upon termination and is assignable. Part of this license is for a term and the other part continues in effect until termination.
8. Services Agreement, dated April 30, 2002, by and between the Company and Revexion, LLC. The license is non-exclusive, non-assignable and non-transferable.
9. Distribution Agreement, dated October 30, 2002, by and between the Company and Carmel Pharma. This license is non-assignable, exclusive, revocable upon default by the Company and for a term (renews automatically).
10. Supplier User Agreement, dated December 1, 2005, by and between the Company and Global Healthcare Exchange. This license is non-exclusive, non-assignable, and for a term.
11. Consolidated Agreement, dated February 4, 2002, by and between the Company and Bridgelogix. This license is non-exclusive and non-transferable.
12. Reseller Agreement, dated November 7, 2005, by and between Borrower and CDEX, Inc. This license is non-exclusive, non-transferable, limited and for a term.

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF COLORADO )  
 ) SS.  
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me the 22nd day of June, 2006  
by Jeff Boldwin President of Baxa Corporation, a Colorado corporation.

(Seal)

Sylvia Miller  
Notary Public Sylvia Miller

My Commission Expires: May 23, 2010



STATE OF \_\_\_\_\_ )  
 ) SS.  
\_\_\_\_\_ OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me the \_\_\_ day of \_\_\_\_\_, 2006  
by \_\_\_\_\_ of U.S. Bank National Association, a  
national banking association.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_