

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| | |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
|-----------------------|-------------------|

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|-----------------------|
| BAXA CORPORATION | | 06/23/2006 | CORPORATION: COLORADO |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------|
| Name: | GOLDMAN, SACHS & CO. |
| Street Address: | 85 Broad Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10004 |
| Entity Type: | LIMITED PARTNERSHIP: NEW YORK |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|----------|---------------|
| Registration Number: | 1302479 | EXACTA-MED |
| Registration Number: | 2302872 | MICROFUSE |
| Registration Number: | 2386181 | MICROFUSE |
| Registration Number: | 1388189 | BAXA |
| Serial Number: | 78699720 | CATHCARE |
| Serial Number: | 78700487 | PADLOCK |
| Serial Number: | 78884693 | P2 |
| Serial Number: | 78844590 | P2 |
| Serial Number: | 78844650 | P2 TECHNOLOGY |
| Serial Number: | 78765397 | PIBA |
| Serial Number: | 78699573 | CATHCARE |

CORRESPONDENCE DATA

Fax Number: (202)223-2085

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

REEL: 003411 FRAME: 0522

900060475

OP \$290.00 1302479

Phone: 202 861 3900
Email: dctrademarks@dlapiper.com
Correspondent Name: Ryan C. Compton
Address Line 1: 1200 Nineteenth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | BAXA CORP. |
| NAME OF SUBMITTER: | Ruan C. Compton |
| Signature: | /Ryan C. Compton/ |
| Date: | 10/18/2006 |

Total Attachments: 17

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SECOND LIEN PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS SECOND LIEN PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 23rd day of June, 2006, between BAXA CORPORATION, a Colorado corporation ("Company"), and GOLDMAN, SACHS & CO. ("Secured Party").

WITNESSETH:

WHEREAS, Company, Secured Party and certain other parties are herewith entering into the Series A Convertible Preferred Stock Purchase Agreement dated as of the date hereof (as the same may from time to time be amended, modified, extended, renewed and restated, the "Purchase Agreement"); and

WHEREAS, as a condition precedent to Secured Party entering into the Purchase Agreement, Secured Party has required that Company execute and deliver this Agreement to Secured Party; and

WHEREAS, in order to induce Secured Party to enter into the Purchase Agreement, Company has agreed to execute and deliver this Agreement to Secured Party;

WHEREAS, this Agreement is being executed in connection with and in addition to the Second Lien Security Agreement dated as of the date hereof between Company and Secured Party (as the same may from time to time be amended, modified, extended, renewed and restated, the "Second Lien Security Agreement") pursuant to which Company has granted to Secured Party a security interest in and lien on the substantially all business assets of Company, 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 Company and all proceeds thereof; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Second Lien Security Agreement;

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

1. Grant of Security Interest. For value received, Company hereby grants Secured Party a security interest in and lien on all of Company'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 Company and any other Person, whether Company is licensor or licensee (all of the foregoing license agreements and Company's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Company'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 when due by Company to Secured Party of (a) the Series A Redemption Price (as defined in the Second Amended and Restated Articles of Incorporation of Company as filed with the Colorado Secretary of State on the date hereof, as amended, restated, supplemented or otherwise modified from time to time (the "Articles")), (b) the payment obligations in respect of the Series A Convertible Preferred Stock issued by Company pursuant to the Purchase Agreement (the "Series A Convertible Preferred Stock") and accrued and unpaid dividends accruing thereon and (c) all fees, costs and expenses, now and from time to time hereafter owing, due or payable to Secured Party (hereinafter 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. Further Assurances. From and after the date of this Agreement, upon the request of Secured Party, Company shall execute and deliver such instruments, documents and other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

3. Additional Patents, Trademarks and Licenses. If Company (a) becomes aware of any existing Patents, Trademarks or Licenses of which Company has not previously informed Secured Party, (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.

4. Modification by Secured Party. Company authorizes Secured Party 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 3 hereof, without the signature of Company if permitted by applicable law.

5. Use of Patents, Trademarks and Licenses. Company 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.

6. Default Remedies. Following Termination of all First Lien Obligations, if any Event of Default (as defined under the Second Lien Security Agreement) shall have occurred and be continuing, Secured Party 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 UCC 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, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Company, 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 Company associated therewith) and/or Licenses, or any interest that Company 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 Secured Party may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Company at least ten (10) 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 Company hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party 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 Company, which right is hereby waived and released. Company agrees that, following Termination of all First Lien Obligations, if any Event of Default has occurred and is continuing, the use by Secured Party of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Secured Party to Company; provided that any such use shall inure to the benefit of Company and be consistent with Company's past practices. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Second Lien 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 without the goodwill of Company'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 Company, or portion thereof, to which such application pertains, as required by 15 U.S.C. §1060. The phrase "Termination of all First Lien Obligations" shall have the meaning set forth in the Subordination Agreement, dated as of the date hereof, among Secured Party, Company and U.S. Bank National Association (as the same may from time to time be amended, modified, extended, renewed or restated, the "Subordination Agreement").

7. Preservation of Patents, Trademarks and Licenses. Following Termination of all First Lien Obligations, Company shall have the duty to Secured Party (a) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter except those applications which Company 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 Company 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 Company's obligations under this Section 8 shall be borne by Company.

8. No Waiver. No course of dealing between Company and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, 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.

9. 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.

10. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Company and Secured Party, except as provided in Paragraph 4 above.

11. Successors and Assigns; Duration of Security Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Secured Party may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement except to an Affiliate (as defined in the Purchase Agreement) thereof to whom Secured Party has transferred all of its shares of Series A Convertible Preferred Stock of Company (a "Permitted Transferee"). Company may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement. This Agreement shall continue in full force and effect and the security interest and lien granted by this Agreement and all of the representations, warranties, covenants and agreements of Company and Secured Party under this Agreement and all of the terms, conditions and provisions of this Agreement relating thereto shall continue to be fully operative until such time as Secured Party or its Permitted Transferee no longer owns any shares of Series A Convertible Preferred Stock of Company. At such time Secured Party shall execute and deliver to Company all instruments as may be necessary or proper to extinguish Secured Party's security interests created hereby. THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THE SUBORDINATION AGREEMENT TO THE INDEBTEDNESS (INCLUDING INTEREST), AND THE LIENS AND SECURITY INTERESTS SECURING INDEBTEDNESS OWED BY COMPANY AND CERTAIN AFFILIATES TO THE FIRST LIEN LENDERS (AS DEFINED IN THE SUBORDINATION AGREEMENT) AS MORE PARTICULARLY DESCRIBED IN THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

12. Governing Law; Conflict. 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). In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of the Subordination Agreement, the provisions of the Subordination Agreement shall control. In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of the Purchase Agreement, the Investor Rights Agreement (as defined in the Purchase Agreement), the Stockholders Agreement (as defined in the Purchase Agreement) or the Articles, the provisions of the Purchase Agreement, the Investor Rights Agreement, the Stockholders Agreement or the Articles, as the case may be, shall control. Notwithstanding anything to the contrary in this Agreement, whenever Secured Party has the right to act in its discretion it shall act reasonably and in

good faith and Secured Party shall not exercise any of its rights or remedies under this Agreement in a manner that would result in the payment or satisfaction of any Secured Obligation that would not be permitted to be paid or satisfied as determined by the board of directors of Company under applicable law.

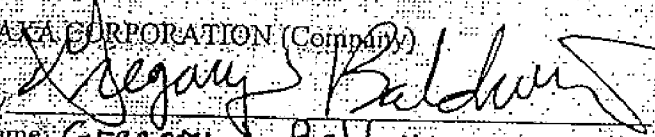
13. Notices. Except as otherwise specified in this Agreement, any notice, request, demand, consent or other communication under this Agreement shall be in writing and delivered in accordance with Section 6.03 of the Purchase Agreement.

14. Headings; Counterparts. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

Signature page follows.

IN WITNESS WHEREOF, Company and Secured Party have executed this Second Lien Patent, Trademark and License Security Agreement as of the date first written above.

BAKA CORPORATION (Company)

By: 
Name: Gregory S. Baldwin
Title: Chairman and CEO

GOLDMAN, SACHS & CO. (Secured Party)

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Company and Secured Party have executed this Second Lien Patent, Trademark and License Security Agreement as of the date first written above.

BAXA CORPORATION (Company)

By _____
Name: _____
Title: _____

GOLDMAN, SACHS & CO. (Secured Party)

By A. W.
Name: Allen Whinnon
Title: Managing Director

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 _____)
) SS.
_____ OF _____)

The foregoing instrument was acknowledged before me the ____ day of _____, 2006
by _____ of Goldman, Sachs & Co.

(Seal)

Notary Public

My Commission Expires: _____.

SCHEDULE A

United States Patents

| COUNTRY | REFERENCE # | TYPE | DATE FILED | SERIAL # | DATE ISSUED | PATENT | STATUS |
|---|-------------|-------------|-------------------|------------|-------------------|-----------|--------|
| 003.01.02.01-PTA UTL CON HANDLING SYRINGES, METHOD FOR | | | | | | | |
| UNITED STATES | 50012-00004 | FCA | August 10, 2001 | 09/928,007 | November 9, 2004 | 6,813,868 | ISSUED |
| UNITED STATES | 50012-00027 | DIVISIONAL | July 30, 2003 | 10/630,059 | December 20, 2005 | 6,976,349 | ISSUED |
| UNITED STATES | 50012-00030 | CON | December 3, 2003 | 10/727,142 | July 12, 2005 | 6,915,619 | ISSUED |
| UNITED STATES | 50012-00031 | CON | December 3, 2003 | 10/727,097 | October 25, 2005 | 6,957,522 | ISSUED |
| UNITED STATES | 50012-00047 | RE-EXAMINED | November 22, 2005 | 90/007,816 | November 9, 2004 | 6,813,868 | ISSUED |
| UNITED STATES | 50012-00048 | RE-EXAMINED | November 22, 2005 | 90/007,817 | July 12, 2005 | 6,915,619 | ISSUED |
| UNITED STATES | 50012-00049 | RE-EXAMINED | November 22, 2005 | 90/007,815 | October 25, 2005 | 6,957,522 | ISSUED |
| 009-PTA UTL PATIENT CONTROLLED INFUSION APPARATUS AND METHOD | | | | | | | |
| UNITED STATES | 50012-00009 | NEW | November 2, 1990 | 07/608,283 | January 28, 1992 | 5,084,021 | ISSUED |
| 012-PTR UTL FLUID CONDUIT-RESPONSIVELY ADJUSTABLE PUMP ARRANGEMENT AND PUMP/CONDUIT ARRANGEMENT AND METHOD, AND FLUID CONDUITS THEREFOR | | | | | | | |
| UNITED STATES | 50012-00012 | NEW | June 8, 1988 | 07/203,926 | December 11, 1990 | 4,976,590 | ISSUED |
| 022-PTA UTL ADMINISTRATION OF IV LIQUID MEDICATION AND IV FLUSH SOLUTIONS, APPARATUS AND METHOD FOR | | | | | | | |
| UNITED STATES | 50012-00022 | NEW | August 22, 2002 | 10/225,886 | October 11, 2005 | 6,953,450 | ISSUED |
| METHOD AND SYSTEM FOR LABELING SYRINGE BODIES | | | | | | | |

| | | | | |
|---------------|-------------|------------------|------------------|-----------|
| UNITED STATES | RE-EXAMINED | December 3, 2003 | October 25, 2005 | 6,957,522 |
|---------------|-------------|------------------|------------------|-----------|

SYRINGE DOSE IDENTIFICATION SYSTEM

| | | | | |
|---------------|-----|-----------------|-----------------|-----------|
| UNITED STATES | NEW | October 8, 1999 | October 8, 1999 | 6,338,200 |
|---------------|-----|-----------------|-----------------|-----------|

ADJUSTABLY CONTROLLABLE ACCURACY-ENHANCING PUMP ARRANGEMENT AND METHOD

| | | | | |
|---------------|---|-----------------|---------------|-----------|
| UNITED STATES | Allowed to expire: failed to pay maintenance fees | June 8, 1988 | June 18, 1991 | 5,024,347 |
| | RE-EXAMINED | August 31, 1994 | | |

SYRINGE DRIVER/SYRINGE/TUBE CONNECTING SET FLUID DELIVERY ARRANGEMENT; AND TUBE CONNECTING SETS THEREFORE

| | | | | |
|---------------|-----|---------------|-------------------|-----------|
| UNITED STATES | NEW | June 30, 1987 | September 5, 1989 | 4,863,429 |
|---------------|-----|---------------|-------------------|-----------|

SYRINGE-TYPE LIQUID CONTAINER DISPENSER ADAPTER

| | | | | |
|---------------|-----|----------------|---------------|-----------|
| UNITED STATES | NEW | March 14, 1980 | March 2, 1982 | 4,317,448 |
|---------------|-----|----------------|---------------|-----------|

| | | | | |
|---------------|-----|---------------|------------------|-----------|
| UNITED STATES | NEW | June 19, 1980 | December 1, 1981 | 4,303,071 |
|---------------|-----|---------------|------------------|-----------|

PATIENT CONTROLLED INFUSION APPARATUS AND METHOD

| | | | | |
|---------------|-----|------------------|----------------|-----------|
| UNITED STATES | NEW | November 2, 1990 | August 4, 1992 | 5,135,491 |
|---------------|-----|------------------|----------------|-----------|

SYRINGE HOLDER/DRIVER AND SYRINGE ARRANGEMENT AND SYRINGE/HOLDER DRIVER THEREFORE

| | | | | |
|---------------|-----|---------------|--------------|-----------|
| UNITED STATES | NEW | June 30, 1987 | July 5, 1988 | 4,755,172 |
|---------------|-----|---------------|--------------|-----------|

SCHEDULE B

United States Patent Applications

| COUNTRY | REFERENCE # | TYPE | DATE FILED | SERIAL # | DATE ISSUED | PATENT | STATUS |
|--|-------------|-------------|------------------|------------|-------------|--------|-----------|
| 003.01.02.01-PTA UTL CON HANDLING SYRINGES, METHOD FOR | | | | | | | |
| UNITED STATES | 50012-00042 | CON | | | | | PROPOSED |
| UNITED STATES | 50012-00053 | RE-EXAMINED | | | | | PROPOSED |
| UNITED STATES | 50012-00033 | CON | June 9, 2004 | 10/864,610 | | | PUBLISHED |
| 021-PTA UTL STERILE DOCKING APPARATUS AND METHOD | | | | | | | |
| UNITED STATES | 50012-00021 | NEW | August 22, 2002 | 10/226,183 | | | PUBLISHED |
| 022-PTA UTL ADMINISTRATION OF IV LIQUID MEDICATION AND IV FLUSH SOLUTIONS, APPARATUS AND METHOD FOR | | | | | | | |
| UNITED STATES | 50012-00043 | DIVISIONAL | July 1, 2005 | 11/173,506 | | | PUBLISHED |
| 024-PTA UTL IMPROVED PROTECTIVE CAP AND CAPPING METHOD FOR MEDICAL MALE LUER | | | | | | | |
| UNITED STATES | 50012-00024 | NEW | August 22, 2002 | 10/226,599 | | | PUBLISHED |
| 034-PTA UTL SWABABLE FLUID CONNECTORS AND FLUID CONNECTOR PAIRS | | | | | | | |
| UNITED STATES | 50012-00034 | NEW | January 14, 2005 | 11/036,644 | | | PENDING |
| 040.01-PTA UTL CIP STERILE DOCKING APPARATUS AND METHOD | | | | | | | |

| | | | | | | |
|---------------|-------------|-----|--|--|--|----------|
| UNITED STATES | 50012-00052 | CIP | | | | PROPOSED |
|---------------|-------------|-----|--|--|--|----------|

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|---------------|-------------|-----|--------------|------------|--|---------|
| UNITED STATES | 50012-00040 | NEW | May 10, 2005 | 11/125,774 | | PENDING |
|---------------|-------------|-----|--------------|------------|--|---------|

041-PTA UTL ADMINISTRATION OF IV LIQUID MEDICATION AND IV FLUSH SOLUTIONS, APPARATUS, METHOD AND SYSTEM FOR

| | | | | | | |
|---------------|-------------|-----|-----------------|------------|--|---------|
| UNITED STATES | 50012-00041 | NEW | October 3, 2005 | 11/242,618 | | PENDING |
|---------------|-------------|-----|-----------------|------------|--|---------|

045-PTA PRO IMPROVED AUTOMATED MEDICAL LIQUID FILLING SYSTEM AND METHOD

| | | | | | | |
|---------------|-------------|-----|------------------|------------|--|---------|
| UNITED STATES | 50012-00045 | NEW | December 2, 2005 | 60/742,114 | | PENDING |
|---------------|-------------|-----|------------------|------------|--|---------|

Foreign Patent Applications

| COUNTRY | REFERENCE # | TYPE | DATE FILED | SERIAL # | DATE ISSUED | PATENT | STATUS |
|---------|-------------|------|------------|----------|-------------|--------|--------|
|---------|-------------|------|------------|----------|-------------|--------|--------|

003.01.02.01-PTA UTL CON HANDLING SYRINGES, METHOD FOR

| | | | | | | | |
|-----------------|-------------|-----|-----------------|------------|--|--|-----------|
| EUROPEAN PATENT | 50012-00025 | DCA | August 10, 2001 | 01970534.2 | | | PUBLISHED |
|-----------------|-------------|-----|-----------------|------------|--|--|-----------|

021-PTA UTL STERILE DOCKING APPARATUS AND METHOD

| | | | | | | | |
|-----------------|-------------|-----|-----------------|------------|--|--|-----------|
| EUROPEAN PATENT | 50012-00028 | CEQ | August 22, 2003 | 03019090.4 | | | PUBLISHED |
|-----------------|-------------|-----|-----------------|------------|--|--|-----------|

022-PTA UTL ADMINISTRATION OF IV LIQUID MEDICATION AND IV FLUSH SOLUTIONS, APPARATUS AND METHOD FOR

| | | | | | | | |
|-----------------|-------------|-----|-----------------|------------|--|--|-----------|
| EUROPEAN PATENT | 50012-00029 | CEQ | August 22, 2003 | 03019091.2 | | | PUBLISHED |
|-----------------|-------------|-----|-----------------|------------|--|--|-----------|

034-PTA UTL SWABABLE FLUID CONNECTORS AND FLUID CONNECTOR PAIRS

WIPO

50012-
00051

CEQ

January
12, 2006

PCT/US2006/00137

PENDING

SCHEDULE C

United States Trademarks

| Name | Mark Drawing Code | Status | Registration Number | Serial Number | Notes |
|-------------|--|------------|---------------------|---------------|---|
| Exacta-Med® | Standard Character Mark | Cancelled | 1302479 | 73450421 | Cancelled as of February 26, 1991. Resent application in June 2005 to renew registration. |
| MicroFuse® | Typed Drawing | Registered | 2302872 | 75485472 | Sent Declaration 8 and 15 to maintain registration in October 2005. |
| MicroFuse® | Design Plus Words, Letters, and/or Numbers | Registered | 2386181 | 75485471 | Sent Declaration 8 and 15 to maintain registration in October 2005. |
| Baxa | Typed Drawing | Cancelled | 1388189 | 73366067 | Cancelled as of November 4, 1992. Resent application in June 2005 to renew registration. |

State Trademarks

| | | | | | |
|------------|--|------------|---------|-------------|---------------------------------|
| Exacta-Mix | | Registered | 0638994 | CA111083200 | Registration date: May 3, 2005. |
|------------|--|------------|---------|-------------|---------------------------------|

Foreign Trademarks

| | | | | | |
|----------------------------------|---------------|------------|-----|----------|---|
| CytoSafe® (Registered in Europe) | Typed Drawing | Registered | N/A | 78261966 | CytoSafe is also registered by an Australian vial producer. |
|----------------------------------|---------------|------------|-----|----------|---|

SCHEDULE D

United States Trademark Applications

| Name | Mark Drawing Code | Status | Registration Number | Serial Number | Notes |
|---------------|--|---------|---------------------|---------------|------------------------------------|
| CathCare | Design Plus Words, Letters and/or Numbers; Standard Character Mark | Pending | N/A | N/A | Sent application in August 2005. |
| PadLock | Typed Drawing | Pending | N/A | N/A | Sent application in August 2005. |
| P2 | Words, Letters, Numbers in Stylized Form | Pending | | 78884693 | Sent application in May 2006. |
| P2 | Standard Character Mark | Pending | | 78844590 | Sent application in March 2006. |
| P2 Technology | Standard Character Mark | Pending | | 78844650 | Sent application in March 2006. |
| PIBA | Standard Character Mark | Pending | | 78884693 | Sent application in December 2005. |

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.