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06-01-1998



SHEET

File No.: C3640022

100722650

To the Honourable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>PROBED MEDICAL TECHNOLOGIES INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: BUSINESS DEVELOPMENT BANK OF CANADA</p> <p>Street Address: Suite 101, 20316 - 56th Avenue</p> <p>City: Langley Province: British Columbia</p> <p>Country: Canada Postal Code: V3A 3Y7</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation of Canada (Federal Corporation) <input type="checkbox"/> Other _____</p>				
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: 27 May, 1998</p>	<p>If assignee is not domiciled in U.S.A., a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document) Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>4. Application number(s) or registration number(s):</p> <table border="0"> <tr> <td data-bbox="233 955 803 1071">A. Trademark Application No.(s)</td> <td data-bbox="803 955 1398 1071">B. Trademark Registration No.(s)</td> </tr> <tr> <td></td> <td>2,024,803</td> </tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		A. Trademark Application No.(s)	B. Trademark Registration No.(s)		2,024,803
A. Trademark Application No.(s)	B. Trademark Registration No.(s)				
	2,024,803				
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: OYEN WIGGS GREEN & MUTALA Attention: Gavin N. Manning Address: Suite 480 - The Station 601 West Cordova Street Vancouver, British Columbia CANADA V6B 1G1</p> <p>Tel.: (604) 669-3432 Fax: (604) 681-4081</p>	<p>6. Total no. of applications and registrations involved: [1]</p> <p>7. Total fee (37 CFR 3.41) \$ 40.00</p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number: _____ (Attach copy of this page if paying by deposit account)</p>				

DO NOT USE THIS SPACE

9. Statement and Signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gavin N. Manning (Regn. No. 36,412) Name of Person Signing		28 May, 1998 Date
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Total Number of pages including cover sheet, attachments, and document: [3]

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CONFIRMATION OF SECURITY INTEREST

This confirms that **PROBED MEDICAL TECHNOLOGIES INC.** (the "Debtor") has granted to **BUSINESS DEVELOPMENT BANK OF CANADA** (the "Secured Party") a security interest over certain property of the Debtor including the following intellectual property rights (the "Intellectual Property"):

U.S. Patent No. 5,515,561 for **ARTICULATING BED**

U.S. Trademark Registration No. 2,024,803 for **FREEDOM BED**

Canadian Trade-mark Registration No. TMA 474,069 for **THE FREEDOM BED**

The security interest has been granted pursuant to a General Security Agreement (the "General Security Agreement") dated May 26, 1998 which was registered with the Ministry of Finance and Corporate Relations of British Columbia, Canada under base Registration No. 7552541 on 17 March, 1998.

The security interest mortgages and charges as a fixed and specific charge, and assigns and transfers to the Secured Party, and grants to the Secured Party a general and continuing security interest in the Intellectual Property.

The security interest prohibits the Debtor from transferring, selling, leasing or licensing the Intellectual Property to any other party.

The security interest is in effect until terminated by the Secured Party by notice of termination to the Debtor and all registrations relating to the security interest have been discharged.

If the Debtor is in default under the General Security Agreement then the Secured Party may appoint a Receiver of all or part of the Intellectual Property; take steps to preserve and protect the Intellectual Property; dispose of all or part of the Intellectual Property; register assignments of the Intellectual Property and use, sell, assign, license or sub-license any of the

Intellectual Property and exercise all of the rights and remedies of a secured party under any applicable laws.

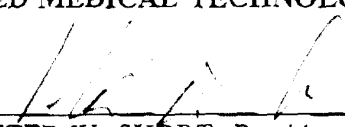
The General Security Agreement contains provisions, in addition to those summarized above, which are binding on the Debtor and further limit the Debtor's entitlement to transfer, license or otherwise deal with the Intellectual Property.

PROBED MEDICAL TECHNOLOGIES INC. hereby confirms under seal that, for good and valuable consideration, it has granted and does hereby grant to the Secured Party a security interest in the Intellectual Property. The security interest is described generally above, and is set out specifically in the General Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

EXECUTED at Vancouver, British Columbia this 27 day of May, 1998.

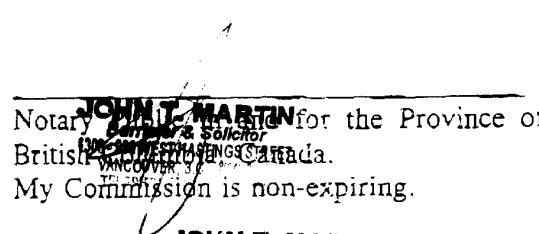
L/S

PROBED MEDICAL TECHNOLOGIES INC.


By: PETER W. SHORT, President

NOTARIAL CERTIFICATE

On this 27 day of May, 1998, before me, personally appeared PETER W. SHORT, known to me to be one of the individuals who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.


Notary **JOHN T. MARTIN** for the Province of
British Columbia, Canada.
My Commission is non-expiring.

JOHN T. MARTIN
Barrister & Solicitor
1308 - 800 WEST HASTINGS
VANCOUVER, B.C. V6P 1C1
TELEPHONE: (604) 687-6869

TRADEMARK

RECORDED: 05/29/1998

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