FORM PTO-1594
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EET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇒ ⇒ ⇒

To the Honorable Commissioner of Patent. ...ad original documents or copy thereof.

1. Name of conveying party(ies):
MEDEX, INC.
6250 Shier Rings Road
Dublin, Ohio 43016

2.20.01

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: OH
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):
Name: PNC BANK, National Association, as Agent
Internal Address:
Street Address: Two Tower Center Boulevard
City: New Brunswick State: NJ ZIP: 08816

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

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No
(Designations must be a separate document from Assignment)
Additional Name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyances:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: February 9, 2001

4. Application Number(s) or registration number(s):
A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Federal Research Corporation
Internal Address:
Street Address: 400 Seventh Avenue, N.W., Suite 101
City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41): ..... $ 560

☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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

Loukia Harris — Name of Person Signing
Signature
February 13, 2001 — Date

Total number of pages including coversheet, attachments and document: 4

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/01/2001 GTON11 00000157 1599451
01 FC:481 40.00 OP
02 FC:482 525.00 OP

SCHEDULE A

Medex Trademarks

Trademark	Registration or Filing Date	Registration or Application No.	Status
C-FUSOR	14-Jul-89	1599451	Registered
CABLE-CAL	04-Jul-89	1557826	Registered
CLEAR-CUFF	05-Jul-90	1649384	Registered
EZ-1	25-Jan-94	1936415	Registered
GUIDE->FLO Design	14-Mar-73	994010	Registered
INTELLIJECT	20-Jul-94	1907230	Registered
INTELLIPROM	20-Jul-94	1908308	Registered
INTERCHANGE	17-Feb-97	1947413	Registered
LOGICAL	01-Jun-00	76/061283	Pending
MEDEX	16-Aug-82	1289938	Registered
MEDEX Design	18-May-83	1313305	Registered
MEDFLATOR	16-Mar-92	1801482	Registered
NOVATRANS	16-Dec-85	1440522	Registered
NOVATRANS II	10-Jul-89	1590721	Registered
NU-SITE	28-Jun-93	1928534	Registered
PROTÉGÉ	11-Sep-98	2371669	Registered
SECURE	06-Feb-91	1842313	Registered
SIMPLICITY	10-Mar-83	1278840	Registered
SimulCath	12-Aug-91	1749339	Registered
SURE-CAL	16-Feb-89	1556694	Registered
TRANSTAR	21-Jul-93	1909237	Registered
TRILOGY	25-Jun-92	1841271	Registered

TRADEMARK SECURITY AGREEMENT

WHEREAS, Medex, Inc., a corporation formed under the laws of Ohio, located at 6250 Shier Rings Road, Dublin, Ohio 43016 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to PNC Bank, National Association ("PNC"), The Huntington National Bank ("HNB") and various other financial institutions (PNC, HNB, and such other financial institutions are referred to herein collectively as the, "Lenders") and PNC as agent for Lenders ("Agent") pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Borrowers and the other Credit Parties defined therein and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby collaterally assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
February 9, 2001

Witness: _____

MEDEX, INC.

By: _____
Name: Dominick A. Arena
Its: President

Witness: _____

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: Mark J. Kiskorna
Its: Vice President

1093526.6/NMT/447375/044 2/8/01

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 9 day of February, 2001, before me personally came Dominick A. Arena, to me known, who, being by me duly sworn, did depose and say that he is the President of Medex, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

LOUKIA HARRIS
Notary Public, State of New York
No. 01HA4995575
Qualified in Nassau County
Commission Expires April 27, 2002

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 9 day of February, 2001, before me personally came Mark J. Kiskorna, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of PNC Bank, National Association, the company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said company.

Notary Public

LOUKIA HARRIS
Notary Public, State of New York
No. 01HA4995575
Qualified in Nassau County
Commission Expires April 27, 2002