

Form PTO-1594 (Modified)  
(Rev. 8/93)  
OMB No. 0651-0011 (exp. 4/94)  
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TM05/REV03

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Docket No.:  
299/20329

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

1. Name of conveying party(ies):  
Computerized Medical Systems, Inc.

- Individual(s)
- General Partnership
- Corporation-Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment to Grant of Security Agreement dated April 18, 2000
- Merger
- Change of Name

Execution Date: December 12, 2002

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association, f/k/a Firststar Bank, N.A.

Internal Address: P.O. Box 14651

Street Address: 7<sup>th</sup> & Washington, 5<sup>th</sup> Floor

City: St. Louis State: MO ZIP: 63178-4651

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
76/198,764; 76/315,515; 76/315,624; 76/316,066;  
75/714,935; 75/714,936; 76/315,519

B. Trademark Registration No.(s)  
1,916,098; 1,916,317; 1,967,677; 1,967,676; 1,963,698;  
2,185,945; 2,444,755; 2,576,143; 1,958,304

Additional numbers attached?  Yes  No

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

Name: Kay R. Sherman

Internal Address: Thompson Coburn LLP

Street Address: One US Bank Plaza

City: St. Louis State: MO ZIP: 63101

6. Total number of application and registrations involved: 16

7. Total fee (37 CFR 3.41): ..... \$ 415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0823

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.

Kay R. Sherman  
Name of Person Signing

[Signature]  
Signature

1/8/03  
Date

Total number of pages including cover sheet, attachments, and documents: 65

TRADEMARK

**AMENDMENT TO GRANT OF SECURITY INTEREST IN  
TRADEMARKS AND PATENTS**

This Amendment to Grant of Security Interest in Trademarks and Patents ("Amendment") is made and entered into as of December 12, 2002, by and between COMPUTERIZED MEDICAL SYSTEMS, INC. ("Grantor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association (which was formerly known as Firststar Bank, N.A.) ("Grantee").

**RECITALS**

A. Grantor and Grantee previously entered into that certain Grant of Security Interest in Trademarks and Patents executed as of April 18, 2000 (the "Security Agreement"), a copy of which is attached hereto as Exhibit 1.

B. Grantor and Grantee desire to amend the Security Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Schedule A to the Security Agreement is replaced by Schedule A-1 attached hereto. All references to Schedule A in the Security Agreement shall be replaced by references to Schedule A-1.

2. Schedule B to the Security Agreement is replaced by Schedule B-1 attached hereto. All references to Schedule B in the Security Agreement shall be replaced by references to Schedule B-1.

3. Except to the extent specifically amended by this Agreement, all of the terms, provision, conditions, covenants, representations and warranties contained in the Security Agreement shall be and remain in full fore and effect and the same are hereby ratified and confirmed.

**COMPUTERIZED MEDICAL  
SYSTEMS, INC.**

By [Signature]  
Printed Name: T. J. MORTONSON  
Title: V.P. CEO

**U.S. BANK NATIONAL  
ASSOCIATION**

By [Signature]  
Printed Name: Chuck Carpenter  
Title: Vice President

Dated: 12/12/02

Dated: 12/18/02

**EXHIBIT I****GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**

WHEREAS, COMPUTERIZED MEDICAL SYSTEMS, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 1195 Corporate Lake Drive, St. Louis, Missouri 63132, is the owner of all right, title, and interest, and goodwill associated therewith, in, to and under the trademarks, service marks, trademark and service mark registrations, applications to register trademarks and service marks, and common law rights therein, set forth on Schedule A attached hereto (the "Marks"), as well as all right, title, and interest in, to and under the patents and patent applications set forth on Schedule B attached hereto (the "Patents");

WHEREAS, FIRSTAR BANK, N.A., having an office at 12140 Woodcrest Executive Drive, St. Louis, Missouri 63141 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's rights, title and interest in and to Grantor's Marks and Patents; and

WHEREAS, Grantor is willing to assign and grant to Grantee a security interest in and lien upon the Marks and Patents;


NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement between Grantor and Grantee, Grantor, hereby assigns and grants to Grantee, a first security interest in, and lien upon, all of Grantor's right, title and interest in, to and under (i) all of Grantor's worldwide rights, title and interest in, to and under the Marks, and any and all goodwill associated therewith, (ii) all of Grantor's worldwide rights, title and interest in, to and under the Patents including any and all reissues, reexaminations, extensions and supplementary protection certificates thereof, and all patent applications, including any provisional, divisional, continuation, continuing, reissue, and/or continuation-in-part patent applications; (iii) all proceeds and products of the Marks and Patents; and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks, infringement of the Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of Grantor, as such term is defined in the Security Agreement between Grantor and Grantee, dated as of April 18, 2000 (as amended from time to time) (the "Security Agreement"). Upon payment and performance, in full, of the Obligations, the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant of Security Interest.

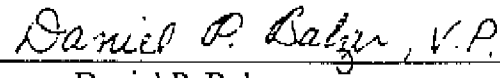
This Grant of Security Interest has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 18th day of April, 2000.

COMPUTERIZED MEDICAL SYSTEMS,  
INC., as Grantor

By   
Name: Douglas Barabuo  
Title: CEO

FIRSTAR BANK, N.A., as Grantee

By   
Name: Daniel P. Balzer  
Title: Vice President

**SCHEDULE A-1****U.S. Trademarks**

<b>REG./SERIAL NO.</b>	<b>MARK</b>	<b>REG./FILING DATE</b>
1,916,098	DYNASCAN	09/05/1995
1,916,317	MODULEX	09/05/1995
1,958,304	CMS and Design (3-D Diamond Logo)	02/27/1996
1,963,698	COMPUTERIZED MEDICAL SYSTEMS	03/26/1996
1,967,676	CMS	04/16/1996
1,967,677	CMS and Design (2-D Diamond Logo)	04/16/1996
2,185,945	FOCUS	09/01/1998
75,711,230	FOCAL3D	05/20/1999
75,714,935	FOCALEASE	05/21/1999
75,714,936	FOCALVUE	05/21/1999
2,444,755	INTERPLANT	04/17/2001
2,576,143	EZ-GRID	04/04/2002
76/315,519	DYNAMIC-DOSIMETRY	09/21/2001
76/198,764	ACCUSEED	01/23/2001
76/315,515	INTERTHERM	09/21/2001
76/315,606	INTERVASC	09/21/2001
76/315,624	INTERBEAM	09/21/2001
76/316,066	INTERGUIDE	09/21/2001