

Tab settings



To the Honorable Commissioner of F

102678293

original documents or copy thereof.

1. Name of conveying party(ies):

Typenex Medical, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: December 31, 2003

2. Name and address of receiving party(ies)

Name: Baxter Capital Corporation

Internal Address: DF4-3E

Street Address: One Baxter Parkway

City: Deerfield State: IL Zip: 60015

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

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0940561

Additional number(s) attached Yes No

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

Name: Michael C. Mayo

Internal Address: DF3-2E

Street Address: One Baxter Parkway

City: Deerfield State: IL Zip: 60015

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-1443

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

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.

Michael C. Mayo Reg. No. 38,545

Name of Person Signing

Signature

2/23/04

Date

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

6

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

02/25/04 MGETACHE 00000096 021443 0940561

02 000521

40.00 DA

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 31, 2003, is by Typenex Medical, LLC, an Illinois limited liability company ("Grantor"), in favor of Baxter Capital Corporation (the "Lender").

W I T N E S S E T H:

WHEREAS, Grantor has executed that Promissory Note dated the date hereof (the "Note");

WHEREAS, pursuant to the Note the Lender has extended loans to the Grantor;
and

WHEREAS, as a condition to making the loans under the Note, the Lender requires that Grantor execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note.

"Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including but not limited to those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Note. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

1. Trademarks

U. S. Trademark Registration for Typenex

Registration No. 940561

Classes: 5; 8; 10; and 12

Renewal Date: 8/4/12

U. K. Trademark Registration for Typenex

Registration No. 1162331

Class: 10

Renewal Date: 10/2/12

U.K. Trademark Registration for Typenex

Registration No. 1176253

Class: 21

Renewal Date: 6/4/13

U.K. Trademark Registration for Typenex

Registration No. 1176252

Class: 20

Renewal Date: 6/4/13

French Trademark Registration for Typenex

Registration No. 92404638 (new application)

Class: 10

Renewal Date: 2/7/12

French Trademark Registration for Typenex

Registration No. 1189077 (original application)

Class 10

Renewal Date: 11/5/11

For trademarks, show the trademark itself, the registration date and the registration number. For trademark applications, show the trademark applied for, the application filing date and the serial number of the application. Any license agreements for trademarks should be described briefly.