



## **PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (this "*Agreement*") is made and entered into as of the 2nd day of June, 1998, by and between TRANSMEDICA INTERNATIONAL, INC. (formerly Venisect, Inc.), a Delaware corporation with its principal place of business located at 323 Center Street, Suite 1100, Little Rock, Arkansas 72201 ("*Debtor*"), and LaBARGE, INC., a Delaware corporation, with its principal place of business located at 9900A Clayton Road, St. Louis, Missouri 63178-4499 ("*Secured Party*").

WHEREAS, Secured Party has made certain financial accommodations and has advanced funds to Debtor (collectively, the "*Loan*"), as evidenced by and repayable pursuant to the terms of that certain Promissory Note of even date herewith (as may be amended, modified or renewed, the "*Note*") and may make further advances to Debtor; and

WHEREAS, in order to induce Secured Party to extend the Loan and make further advances under the Note and in order to further secure the repayment of all sums due pursuant to the Note and this Agreement, Debtor has agreed to execute this Agreement granting Secured Party a security interest in the Collateral hereinafter defined;

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of Security Interest in Collateral. In consideration of the premises and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and in order to secure the repayment to Secured Party of all sums due pursuant to the Note and this Agreement, Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to each of the following, wherever located and whether now owned or hereafter existing or now owned or hereafter acquired or arising (hereinafter described as the "*Collateral*");

(a) All patent rights, patents, patent applications, and licenses listed in Schedule A hereto, including, without limitation, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuation-in-part thereof (collectively called the "*Patents*"); and

(b) All cash and non-cash proceeds (such as, by way of example, license royalties and proceeds of infringement suits), substitutes, replacements, accretions, accessions and products of any of the Patents.

2. Debtor's Warranties, Representations and Covenants. Until the Note and all other obligations of Debtor under this Agreement have been fully satisfied and discharged, and except as hereinafter expressly set forth, Debtor warrants, represents and agrees as follows:

(a) As of the day and year first above written, the Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

- (b) Other than rights previously granted to Secured Party, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including, without limitation, encumbrances relating to pledges, assignments, licenses, shop rights and covenants by Debtor not to sue third persons;
- (c) Schedule A includes, without limitation, all patent applications and patents in which Debtor holds an interest, which are assigned to Debtor and/or which are assignable to Debtor; and
- (d) Debtor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, and consultants which will enable it to comply with the covenants herein contained.
- (e) Debtor will not sell, assign, license or transfer the Collateral or grant any other liens or security interests in the Collateral without the prior written consent of Secured Party;
- (f) Debtor will not use or permit the Collateral to be used in violation of any law or ordinance, and will comply with the requirements of all state, local and Federal laws;
- (g) Debtor will do all acts and things, and will execute and file all instruments requested by Secured Party to establish, maintain and continue perfected the security interests of Secured Party in the Collateral, and will pay all costs and expenses of filing and recording, including the costs of any searches deemed necessary by Secured Party to establish and determine the validity and priority of the security interest of Secured Party, and also to pay all other claims and charges which in the opinion of Secured Party might prejudice, imperil or other affect the Collateral or Secured Party's security interest;
- (h) The Collateral as well as all books and records concerning same shall at all times be located at the address set forth above and this is Debtor's only place of business; and
- (i) Debtor's name is as provided in the first paragraph hereof and it has no other names or trade names nor has it used any other names or trade names in the past five years.

3. Default. Debtor shall be in default under this Agreement upon:

(a) Default in the payments of any sums due pursuant to the Note or this Agreement or failure to perform or discharge any other covenant or liability contained in this Agreement;

(b) Reasonable determination by Secured Party that any material warranty or material representation herein made was false when made;

(c) Sale, assignment, license, transfer or encumbrance of any of the Collateral other than as permitted by this Agreement, or the making of any levy, seizure or attachment thereof, except as herein expressly permitted;

(d) Any event of default under any loan agreement, guaranty or secured agreement between Debtor and any other lender, to which Debtor is now or may hereafter become obligated, whether now existing or hereafter incurred; or

(e) Dissolution, termination of existence, insolvency or business failure of Debtor, or appointment of a receiver for any part of the Collateral, or any assignment for the benefit of creditors of Debtor or the commencement of any proceeding under any bankruptcy or insolvency law by or against Debtor.

Upon any and each and every such event of default and at any time thereafter, Secured Party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all rights and remedies provided by the Uniform Commercial Code as enacted in Arkansas, as well as other rights and remedies possessed by Secured Party. Expense for preparing for sale or selling or exercising any other remedies as provided herein with respect to the Collateral shall include Secured Party's reasonable attorneys fees and legal expenses. Any notification of sale or other disposition of the Collateral required to be given by Secured Party will be sufficient if given personally, or mailed by certified mail, not less than five days prior to the date on which such sale or other disposition will be made, to the address of Debtor stated above, and such notification shall be deemed reasonable notice. In the event the proceeds from the sale of the Collateral shall be insufficient to satisfy Debtor's obligations pursuant to the Note or this Agreement in full, Debtor shall remain fully liable for the deficiency.

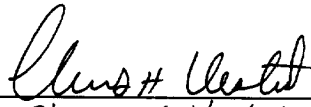
4. Term of Agreement. This Agreement shall commence as of the day and year first above written and shall continue in full force and effect until all sums of principal and interest outstanding under the Note and all sums due under this Agreement have been paid in full.

5. Assignment of Security Interest. Secured Party shall have the right to negotiate or assign the security interest evidenced by this Agreement, and Debtor understands and agrees that Secured Party may do so without any notice to or approval of Debtor. Debtor specifically agrees that if there is any such assignment, the assignee or transferee shall have all of Secured Party's rights and remedies under this Agreement.


6. Miscellaneous. No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the parties, and any such amendment, modification, termination or waiver shall be effective only in the specific instance and for the specific purpose for which given. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed as of the day and year first above written.

**TRANSMEDICA INTERNATIONAL, INC.**

By:   
Name: Charles H. Vestal  
Title: President

**LaBARGE, INC.**

By:   
Name: Craig E. LaBarge  
Title: CEO and President

### SCHEDULE A

This constitutes Schedule A to the Patent Security Agreement dated June 2, 1998, by and between TRANSMEDICA INTERNATIONAL, INC. and LaBARGE, INC.

<u>Application or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Expiration Date</u>	<u>Title</u>
5,643,252	US	07/01/97	July 1, 2014	Laser Perforator
08/686,418	US	07/26/96		Laser With Matte Crystal Element & Container Unit (PCT)
08/819,400	US	03/17/97		Laser Assisted Treatment of Onychomycosis
08/784,982	US	01/17/97		Laser Perforator (Divisional)-Method Claims
08/687,708	US	07/26/96		Laser With Matte Crystal Element & Container Unit (PCT)
08/792,335	US	1/31/97		Laser Assisted Topical Anesthetic Permeation (CIP) Abandoned
08/955,789	US	10/22/97		Laser Assisted Pharmaceutical Delivery & Fluid Removal
08/955,982	US	10/22/97		Improved Interstitial Fluid Monitoring (CIP)
08/955,545	US	10/22/97		Laser Assisted Topical Anesthetic Permeation (CIP)
4,775,361	US	10/04/88	10/04/2005	Controlled Removal of Human Stratum Corneum by Pulsed Laser To Enhance Percutaneous Transport

PATENT 8:107229\00059\JMC1249

RECORDED: 07/21/1998

REEL: 9314 FRAME: 0880