

RE
U.S. Patent & TM Office/TM Mail Rpt. Dt. #58
07-13-1998

07-30-1998

R



R

7-13-98

100781122

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

1. Name of conveying party(ies):

AbTox, Inc.

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

3. Nature of Conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other: _____

Execution Date: March 26, 1998

2. Name and address of receiving party(ies)

Name: Wilmington Trust Company

Street Address: Rodney Square North

1100 North Market Street

City: Wilmington

State: DE

ZIP: 19890

☐ Individual(s)

☐ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation -- State of _____

☒ Other: A Delaware Banking Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

08/861,956; 08/450,987; 08/739,032; 08/574,642

B. Patent No.(s)

5,186,893; 5,178,829; 5,115,166; 5,413,760; 5,288,460; 5,413,759;
5,472,664; 5,593,649; 5,650,693; 5,084,239; 5,244,629; 5,413,758;
5,645,796; 5,184,046; 5,325,020; 5,376,332; 5,498,526; 5,620,656;
5,603,895; 5,512,244; 5,503,807; 4,321,232; 5,482,684

Additional numbers attached? ☐ Yes ☒ No

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

Name: Timothy R. DeWitt

Internal Address: _____

Street Address: Arnold & Porter

555 Twelfth Street N.W.

City: Washington State: DC ZIP: 20004-1202

6. Total number of applications and patents involved: 27

7. Total fee (37 CFR 3.41).....\$ 1,080.00

Arnold & Porter has already submitted the fee for this filing. The PTO processed this fee on April 22, 1998.

8. Deposit account number: _____

(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.

James T. Walsh, Esq.

Name of Person Signing

[Signature]
Signature

July 10, 1998

Date

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

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

PATENT
REEL: 9328 FRAME: 0942

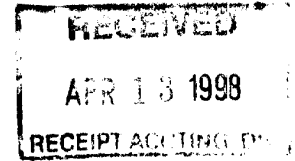
ARNOLD & PORTER

04-27-1998



100695022

Commissioner of Patents and Trademarks
April 8, 1998
Page 2



5,503,807
4,321,232
5,482,684

Please record the assignment with respect to the following four pending patent applications:

08/861,956
08/450,987
08/739,032
08/574,642

ARC 4.13.98

Enclosed with this letter please find a check in the amount of \$1,080 for the fees associated with recording the assignment (27 x \$40 = \$1,080), as recited in 37 C.F.R. § 1.21(h), in connection with these twenty-seven issued and pending patents.

All correspondence concerning this request for recordation should be sent to:

Timothy R. DeWitt
Arnold & Porter
555 Twelfth Street, N.W.
Washington, D.C. 20004-1202

To the best of the undersigned's belief, the information contained in this letter is true and correct. The undersigned personally copied the original assignment and hereby certifies that the enclosed copy is a true and correct copy of the original assignment.

Sincerely,

Timothy R. DeWitt
Reg. No. 35,857

04/22/1998 DCOATES 00000134 08861956

01 FC:581

1080.00 OP

PATENT
REEL: 9328 FRAME: 0943

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement") is entered into by and between ABTOX, INC., A DELAWARE CORPORATION having its principal place of business at 104 Terrace Drive, Mundelein, Illinois 60060 (the "Debtor"), and WILMINGTON TRUST COMPANY, A DELAWARE BANKING CORPORATION having a principal place of business at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890 (the "Assignee"), not in its individual capacity but solely as collateral agent under the Collateral Agency Agreement of even date herewith between Wilmington Trust Company and the Noteholders party hereto (the "Collateral Agency Agreement"). This Agreement shall be effective as of the 26th day of March, 1998.

WHEREAS, Assignee and Debtor have entered into a Security Agreement, of even date herewith (the "Security Agreement"), and in connection therewith Debtor has agreed to issue secured promissory notes to each of the parties named on Exhibit A to the Security Agreement (the "Secured Parties") in the principal amounts and on such dates as are set forth opposite each party's name on said Exhibit, as may be amended from time to time to reflect any additional purchasers or purchases, (the "Notes"); and

WHEREAS, pursuant to the provisions of the Security Agreement, Debtor has agreed to execute and deliver this Agreement to Assignee as additional security for Debtor's obligations under the Security Agreement and Notes;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and of the loans or extensions of credit made to or for the benefit of the Debtor by the Assignee and the other Secured Parties, the parties hereto agree as follows:

1. Assignment of Patents. To secure the complete and timely satisfaction of all indebtedness and other monetary payment obligations under the Security Agreement and Notes, Debtor hereby assigns, grants and conveys to Assignee, for collateral purposes only, for its benefit and the benefit of the other Secured Parties all of Debtor's right, title and interest in and to the patent applications and patents listed on Schedule 1 hereto, including, without limitation all rights corresponding thereto throughout the world, including proceeds, license royalties and the rights to sue for past, present and future infringements in accordance with the terms hereof and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively the "Patents"), subject to the condition that at such time as Debtor shall completely satisfy all of its obligations under the Security Agreement and Notes secured hereby, Assignee shall execute and deliver to Debtor, at Debtor's expense, all assignments and other instruments as may be necessary or proper to reassign and transfer to debtor all right, title and interest to the Patents held by Assignee under the terms hereof, subject to any prior disposition thereof which may have been made by Assignee pursuant to the terms of this Agreement. Debtor agrees to take such actions and execute such documents as the Assignee may reasonably request in order to perfect and protect Assignee's rights under this Agreement (including filings with the U.S. Patent and Trademark Office).

2. Debtor's Representations. Debtor represents and warrants that, except as set forth below:

2.1 The Patents have not been adjudged invalid or unenforceable, in whole or in part.

2.2 To Debtor's knowledge, each of the Patents is valid and enforceable.

2.3 Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents, free and clear of any liens, charges and encumbrances, including (without limitation) rights under licenses, shop rights and covenants by Debtor not to sue third persons, except for non-exclusive licenses without right to sublicense granted in the ordinary course of Debtor's business and as previously disclosed to Assignee.

2.4 Debtor has the unqualified right to enter into this Agreement and perform its terms, without breach or violation of any agreement or other obligation binding upon Debtor.

Except as specifically set forth above in this Section 2, Debtor makes no representation as to whether or not the Patents may ever be declared invalid if challenged in a court or other appropriate proceeding. Debtor further advises Assignee that the Patents are subject to certain claims and litigation as set forth in the Schedule of Exceptions delivered to the Purchasers of Debtor's Series F' Preferred Stock pursuant to the Series F' Preferred Stock Purchase Agreement dated March 7, 1997 as modified and supplemented by reports the Debtor has provided to its Board of Directors.

3. Future Patent Rights. If, before the obligations secured hereby shall have been satisfied in full, Debtor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part or any Patent or any improvement on any Patent, the provisions of Section 1 shall automatically apply thereto and Debtor shall give to Assignee prompt notice thereof in writing. In such event, Debtor and Assignee hereby agree that this Agreement shall be deemed amended by amending Schedule 1 to include any such future patents and patent applications to which Assignee has rights under the terms hereof.

4. Debtor's Continued Use Under License From Assignee. Unless and until a default shall have occurred and be continuing under the Security Agreement and the indebtedness under the Notes shall have been accelerated under the provisions of the Security Agreement and Notes, Assignee hereby grants to Debtor the exclusive, nontransferable right and license: (a) to control and manage the Patents, including, without limitation, rights to make, have made, use and sell the inventions disclosed and claimed in the Patents; (b) to grant sublicenses in Debtor's own name as permitted below or subject to Assignee's consent as set forth below; (c) to sue for past, present and future infringements; and (d) to receive and use the income, proceeds, revenue and profits, including revenue from licenses and sublicenses relating to the Patents, for Debtor's own benefit and account, all of the foregoing in the same manner and with the same effect as if the assignment hereunder had not been made; provided, however, that Debtor shall not be permitted to sell or assign its interest in, or grant any sublicense (other than non-exclusive sublicenses granted without right to further sublicense in its ordinary course of business under the license

granted to it in this Section 4) without the prior written consent of Assignee. Assignee covenants and agrees that it will not, during the term of this license, grant any license or other rights in the Patents to any other person, firm or corporation or take any other action to encumber or impair Debtor's rights in the Patents. Assignee shall not without the prior written consent of Debtor during the term of said license, sell, assign, or convey to any other person, firm or corporation its security interest in the Patents except to a successor Collateral Agent (as defined in the Collateral Agency Agreement, dated as of March 26, 1998, by and among the Company, the Assignee and the Secured Parties).

5. Third Party Rights Protected. Assignee agrees that any termination of the license to Debtor under Section 4 will not affect any rights previously granted to any third parties under sublicenses permitted hereby or to which Assignee has consented in writing and that such sublicenses will remain in full force and effect in accordance with their terms following any such termination of Debtor's license; provided however, that in the event of termination of Debtor's license, Assignee shall be entitled to all rights and benefits of Debtor thereunder.

6. Assignee's Rights in event of Default and Acceleration of Promissory Note. Upon a default under the Security Agreement and acceleration of payment under the Notes, and at the option of Assignee, Debtor's license under the Patents as set forth in Section 4 automatically shall terminate forthwith, and Assignee shall have (in addition to all other rights and remedies given it by this Agreement) those rights and remedies allowed by law which are not inconsistent with the rights of third parties as set forth in Section 5 and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located and which are not inconsistent with the rights of third parties as set forth in Section 5 and, without limiting the generality of the foregoing, Assignee may (but shall have no duty to) immediately, without demand of performance and without other demand whatsoever to Debtor (except as set forth herein), all of which are hereby expressly waived, sell at public or private sale or otherwise realize upon, the whole or, from time to time, any part of the patents, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the obligations secured hereby to the Assignee and the Secured Parties, ratably without preference or priority of any kind. Any remainder of the proceeds after payment in full of all amounts owing to Assignee, including without limitation all fees and expenses of Assignee (including those of its counsel, agents, and representatives in connection herewith) and, thereafter, the other obligations secured hereby shall be paid over to the Debtor. Notice of any sale or other disposition of the Patents shall be given to Debtor at least thirty (30) calendar days before the time that any intended public or private sale or other disposition of the Patents is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, in accordance with the terms of the Security Agreement, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold.

7. Assignee's Enforcement Costs. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and other legal expenses, incurred by Assignee in connection with the enforcement of this Agreement and the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or

discharge of any taxes, maintenance and other fees and costs or in otherwise protecting, maintaining and preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Debtor on demand by the Assignee and until so paid shall be added to the principal amount of the obligations secured hereby and shall bear interest at the rate prescribed in the Security Agreement and the Notes.

8. Prosecution of Pending Patent Application. Debtor shall have the duty (unless such requirement is waived by Assignee, which waiver shall not be unreasonably withheld) through counsel reasonably acceptable to Assignee and with prudent diligence: (a) to prosecute any patent application included in the Patents which is pending as of the date of this Agreement or thereafter, (b) to make application on unpatented but patentable inventions unless the Debtor's Board of Directors determines in good faith that such action is not in the best interest of the Debtor and its business, and (c) to preserve and maintain all rights in the Patents until the obligations secured hereby shall have been paid in full. Any expenses incurred in connection with the foregoing shall be borne by Debtor. Debtor shall not abandon any right to file a patent application or any pending patent application or issued patent without the prior written consent of the Assignee, which consent shall not be unreasonably withheld.

9. Defense of Patent Rights. Debtor may institute proceedings or actions to enforce or defend any of the Patents. Assignee may request Debtor to institute such proceedings or actions and if Debtor fails to commence promptly and diligently to prosecute any such actions or proceedings, Assignee shall have the right, but not the obligation, to bring such suit in its own name as nominee for the Assignee to enforce the Patents and any license thereunder. In the event that either Debtor or Assignee shall bring a proceeding or action as permitted by this Section 9, the other shall (at the request of the party bringing the suit) do any and all lawful acts reasonably requested including, without limitations, joining in such suit as a necessary named party, and shall execute any and all proper documents reasonably required in aid of such suit. Debtor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee (including fees and disbursements of legal counsel) in connection with Assignee's actions under this Section.

10. Waivers and Exercise of Contractual Rights. No course of dealing between Debtor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Rights Cumulative. All of Assignee's rights and remedies with respect to the Patents, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative, and may be exercised singularly or concurrently.

12. Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to effect reasonably the intent of the parties hereto. The parties further agree to replace such void

or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

13. Amendment and Waivers. Any terms or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound thereby. The waiver by a party of any breach hereof for default in payment of any amount due hereunder or default in the performance hereof shall not be deemed to constitute a waiver of any other default or succeeding breach or default.

14. Binding upon Successors and Assigns. Subject to, and unless otherwise provided in, this Agreement, each and all of the covenants, terms, provisions and agreements contained herein shall be binding upon, and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators and assigns of the parties and beneficiaries hereto.

15. GOVERNING LAWS. IT IS THE INTENTION OF THE PARTIES HERETO THAT THE INTERNAL LAWS OF THE STATE OF NEW YORK, U.S.A. (IRRESPECTIVE OF ITS CHOICE OF LAW PRINCIPLES) SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS, AND THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES HERETO (EXCEPT TO THE EXTENT REQUIRED BY THE APPLICATION OF THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA RELATING TO PATENTS). THE DEBTOR HEREBY AGREES THAT ANY SUIT TO ENFORCE ANY PROVISIONS AGREEMENT OR ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE BUSINESS RELATIONSHIP BETWEEN ANY OF THE PARTIES HERETO MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK. THE DEBTOR HEREBY CONSENTS AND AGREES THAT SUCH COURTS SHALL HAVE IN PERSONAM JURISDICTION AND VENUE WITH RESPECT TO SUCH MATTERS, AND HEREBY SUBMITS TO THE IN PERSONAM JURISDICTION AND VENUE OF SUCH COURTS.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as signatories.

17. Notices. Whenever any party hereto desires or is required to give any notice, demand or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service or sent by overnight express or by registered or certified mailed, postage prepaid, or by facsimile transmission (with confirmation of receipt), addressed to the intended recipient at its address set forth below on the signature page hereto. Such communications shall be effective when they are received by the addressee thereof, but if sent by overnight express or by registered or certified mail in the manner set forth above, they shall be effective upon being deposited in the United States mail. Any party may change its

EXHIBIT B

address for such communications by giving notice thereof to the other party in conformity with this Section.

18. Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by the other party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

ASSIGNEE:

WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as
Collateral Agent under the Collateral
Agency Agreement

By: 
Name: **EMMETT R. HARMON**
Title: **VICE PRESIDENT**

Address:

Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

DEBTOR:

ABTOX, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:

104 Terrace Drive
Mundelein, Illinois 60060
Attn: Chief Financial Officer

::ODMA\PCDOCS\NY\1524\2

address for such communications by giving notice thereof to the other party in conformity with this Section.

18. Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by the other party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

ASSIGNEE:

WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as
Collateral Agent under the Collateral
Agency Agreement

By: _____

Name:

Title:

Address:

Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

DEBTOR:

ABTOX, INC.

By: *Ross A. Caputo*
Name: *ROSS A. CAPUTO*
Title: *PRESIDENT & CEO*

By: _____

Name:

Title:

Address:

104 Terrace Drive
Mundelein, Illinois 60060
Attn: Chief Financial Officer

SCHEDULE I

Abtox, Inc.

The Law Firm of
MAJESTIC, PARSONS, SIEDERT & HSUE

Patent Report by Invention
Status: ACTIVE

Printed: 11/4/97 Page 1

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS	ext Annully / Mnl Fee
Plasma Cycling Sterilizing Process								
UNITED STATES	2939.001US2	UTL	8/31/90	07/576,294	2/16/93	5,186,893	ISSUED	8/16/00
UNITED STATES	2939.001US3	UTL	8/31/90	07/576,325	1/12/93	5,178,828	ISSUED	7/12/00
UNITED STATES	2939.001US4	UTL	8/31/90	07/576,292	5/19/92	5,115,166	ISSUED	11/16/99
UNITED STATES	2939.001US7	UTL	5/18/92	07/885,299	5/9/95	5,413,760	ISSUED	11/9/98
UNITED STATES	2939.001US8	UTL	10/19/92	07/962,895	2/22/94	5,288,460	ISSUED	8/22/01
UNITED STATES	2939.001US9	UTL	6/7/93	08/073,653	5/9/95	5,413,759	ISSUED	11/9/98
UNITED STATES	2939.014US0	UTL	3/21/94	08/213,613	12/5/95	5,472,664	ISSUED	6/5/99
UNITED STATES	2939.014US1	UTL	6/5/95	08/462,982	1/14/97	5,593,649	ISSUED	7/14/00
UNITED STATES	2939.014US2	UTL	6/5/95	08/463,088	7/22/97	5,650,893	ISSUED	1/22/01
AUSTRALIA	2939.001AU7	UTL	5/18/93	38866/93	1/3/96	662869	ISSUED	5/18/98
AUSTRIA	2939.001AT0	UTL	3/7/90	90302410.7	11/9/94	E113847	ISSUED	3/9/98
BELGIUM	2939.001BE0	UTL	3/7/90	90302410.7	11/9/94	0387022	ISSUED	3/7/98
CANADA	2939.001CA2	UTL	8/9/91	2088995			PENDING	8/9/98
CANADA	2939.001CA7	UTL	5/17/93	2086368			PENDING	5/17/98
CANADA	2939.014CA0	UTL	3/21/95	2186103			PENDING	3/21/98
DENMARK	2939.001DK0	UTL	3/7/90	90302410.7	11/9/94	0387022	ISSUED	3/7/98
EUROPEAN PATENT CO	2939.001EP2	UTL	8/9/91	91915834.5	5/28/97	0547105	ISSUED	
EUROPEAN PATENT CO	2939.014EP0	UTL	3/21/95	95914814.9			PENDING	3/21/98
FRANCE	2939.001FR0	UTL	3/7/90	90302410.7	11/9/94	0387022	ISSUED	3/7/98
FRANCE	2939.001FR2	UTL	8/9/91	91915834.5	5/28/97	0547105	ISSUED	8/9/98
GERMANY	2939.001DE0	UTL	3/7/90	90302410.7	11/9/94	P69013947	ISSUED	3/7/98
GERMANY	2939.001DE7	UTM	5/18/93	G9321029.8	10/26/95	G9321029.9	ISSUED	
GERMANY	2939.001DE2	UTL	8/9/91	91915834.5	5/28/97	69126312.4	ISSUED	8/9/98
GREECE	2939.001GR0	UTL	3/7/90	90302410.7	11/9/94	950400081	ISSUED	3/7/98
ITALY	2939.001IT0	UTL	3/7/90	90302410.7	11/9/94	0387022	ISSUED	3/7/98
ITALY	2939.001IT7	UTM	5/18/95	MI95U000589			PENDING	5/18/00
ITALY	2939.001IT2	UTL	8/9/91	91915834.5	5/28/97	0547105	ISSUED	8/9/98
JAPAN	2939.001JP0	UTL	3/8/90	52864/1990			PENDING	

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS	ext Annully / Mnt Fee
---------	------------	------	-------	---------	--------	---------	--------	--------------------------

Plasma Cycling Sterilizing Process continued . . .

JAPAN	2939.001JP2	UTL	8/9/91	514675/1991			PENDING	
JAPAN	2939.001JP7	UTL	5/18/93	139514/1993			PENDING	
JAPAN	2939.014JP0	UTL	3/21/95	524804/1985			PENDING	
LUXEMBOURG	2939.001LU0	UTL	3/7/90	90302410.7	11/9/94	0387022	ISSUED	3/7/98
NETHERLANDS	2939.001NL0	UTL	3/7/90	90302410.7	11/9/94	0387022	ISSUED	3/7/98
SPAIN	2939.001ES0	UTL	3/7/90	90302410.7	11/9/94	2066969	ISSUED	3/7/98
SPAIN	2939.001ES2	UTL	8/9/91	91915834.5	5/28/97	0547105	ISSUED	8/9/98
SWEDEN	2939.001SE0	UTL	3/7/90	90302410.7	11/9/94	0387022	ISSUED	3/7/98
SWEDEN	2939.001SE2	UTL	8/9/91	91915834.5	5/28/97	0547105	ISSUED	8/9/98
SWITZERLAND	2939.001CH0	UTL	3/7/90	90302410.7	11/9/94	0387022	ISSUED	3/7/98
UNITED KINGDOM	2939.001GB0	UTL	3/7/90	90302410.7	11/9/94	0387022	ISSUED	3/7/98
UNITED KINGDOM	2939.001GB2	UTL	8/9/91	91915834.5	5/28/97	0547105	ISSUED	8/9/98

Plasma Sterilizing Process With Pulsed Antimicrobial Agent Treatment

UNITED STATES	2939.004US0	UTL	8/31/90	07/576,235	1/28/92	5,084,239	ISSUED	7/28/99
UNITED STATES	2939.004US1	UTL	8/27/91	07/749,041	9/14/93	5,244,629	ISSUED	3/14/01
UNITED STATES	2939.004US2	UTL	5/21/93	08/065,859	5/9/95	5,413,758	ISSUED	11/9/98
UNITED STATES	2939.004US4	UTL	6/5/95	08/461,412	7/8/97	5,645,796	ISSUED	1/8/01
UNITED STATES	2939.004US5	UTL	5/22/97	08/861,956			PENDING	
CANADA	2939.004CA1	UTL	8/30/91	2050368-8			PENDING	8/30/98
FRANCE	2939.004FR1	UTL	8/30/91	91114652.0	6/12/96	0474137	ISSUED	8/30/98
GERMANY	2939.004DE1	UTL	8/30/91	P69120174.9-08	6/12/96	0474137	ISSUED	8/30/98
ITALY	2939.004IT1	UTL	8/30/91	91114652.0	6/12/96	0474137	ISSUED	8/30/98
JAPAN	2939.004JP1	UTL	8/30/91	248651/1991			PENDING	
UNITED KINGDOM	2939.004GB1	UTL	8/30/91	91114652.0	6/12/96	0474137	ISSUED	8/30/98

Circular Waveguide Plasma Microwave Sterilizer Apparatus

UNITED STATES	2939.005US0	UTL	9/28/90	07/589,511	2/2/93	5,184,046	ISSUED	8/2/00
UNITED STATES	2939.005US1	UTL	10/15/92	07/961,408	6/28/94	5,325,020	ISSUED	12/23/97

Plasma Sterilizing With Downstream Oxygen Addition

UNITED STATES	2939.006US1	UTL	2/22/93	08/020,904	12/27/94	5,376,332	ISSUED	6/27/98
---------------	-------------	-----	---------	------------	----------	-----------	--------	---------

COUNTRY:	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS	ext Annutly / Mnt Fee
----------	------------	------	-------	---------	--------	---------	--------	--------------------------

Iodide/Iodine Sterilization Indicator Ink

UNITED STATES	2939.010US0	UTL					PROPOSED	
---------------	-------------	-----	--	--	--	--	----------	--

Reexam.PT: "Package and Sterilizing Process for Same"

UNITED STATES	2939.018US0	UTL					PROPOSED	
---------------	-------------	-----	--	--	--	--	----------	--

Bacillus Circulans Based Biological Indicator for Gaseous Sterilants

UNITED STATES	2939.019US0	UTL	8/25/93	08/111,989	3/12/96	5,498,528	ISSUED	9/12/99
UNITED STATES	2939.019US2	UTL	5/25/95	08/450,987			PENDING	
UNITED STATES	2939.022US1	UTL	12/4/95	08/566,477	4/15/97	5,620,656	ISSUED	10/15/00
CANADA	2939.019CA0	UTL	6/1/94	2147852			PENDING	6/1/99
EUROPEAN PATENT CO	2939.019EP0	UTL	6/1/94	94919312.2			PENDING	6/1/98
JAPAN	2939.019JP0	UTL	6/1/94	507550/1995			PENDING	

Plasma Sterilizer with Automatic Cycle Selection

UNITED STATES	2939.023US0	UTL					PROPOSED	
---------------	-------------	-----	--	--	--	--	----------	--

Plasma Water Vapor Sterilizer and Method

UNITED STATES	2939.036US0	UTL	6/6/95	08/491,170	2/18/97	5,603,895	ISSUED	8/18/00
UNITED STATES	2939.038US1	UTL	10/28/96	08/739,032			PENDING	
WIPO	2939.036WO0	UTL	6/5/96	PCT/US96/09150			PUBLISHED	

Gas Sterilisation

UNITED STATES	2939.051US1	UTL					PROPOSED	
UNITED STATES	2939.051US0	UTL	2/20/92	08/108,599	4/30/96	5,512,244	ISSUED	10/10/99
CANADA	2939.051CA0	UTL	2/20/92	2104857			PENDING	2/20/98
EUROPEAN PATENT CO	2939.051EP0	UTL	2/20/92	92904060.8			PENDING	2/20/98
JAPAN	2939.051JP0	UTL	2/20/92	4-505036			PENDING	
SOUTH KOREA	2939.051KR0	UTL	2/20/92	93702614			PENDING	
UNITED KINGDOM	2939.051GB0	UTL	3/1/91	9104405.7	7/5/95	2253144	ISSUED	3/1/98

Gas Activation

UNITED STATES	2939.052US0	UTL	1/19/95	08/373,249	4/2/96	5,503,807	ISSUED	10/2/99
UNITED KINGDOM	2939.052GB0	UTL	1/27/94	9401811.6	10/2/96	2274947	ISSUED	1/27/98

Plasma Sterilizer with Residue Removal

UNITED STATES	2939.024US0	UTL					PROPOSED	
---------------	-------------	-----	--	--	--	--	----------	--

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS	ext Annully / Mnt Fee
---------	------------	------	-------	---------	--------	---------	--------	--------------------------

Enhanced Vapor Peracetic Acid Sterilization

UNITED STATES	2939.015US0	UTL					PROPOSED	
---------------	-------------	-----	--	--	--	--	----------	--

Unitary Biological Indicator for Gaseous Sterilants and Process

UNITED STATES	2939.019US1	UTL	12/19/95	08/574,642			PENDING	
---------------	-------------	-----	----------	------------	--	--	---------	--

Package and Sterilizing Process for Same

UNITED STATES	2939.013US0	UTL	3/25/80	06/134,015	3/23/82	4,321,232	ISSUED	
---------------	-------------	-----	---------	------------	---------	-----------	--------	--

Vessel Useful for Monitoring Plasma Sterilizing Processes

UNITED STATES	2939.007US0	UTL	5/3/84	08/237,268	1/9/96	5,482,684	ISSUED	7/8/99
---------------	-------------	-----	--------	------------	--------	-----------	--------	--------

Monitoring Device and Method for a Sterilizer With Antimicrobial Agent and Plasma Enhanced Reactants

UNITED STATES	2939.053US0	UTL					PROPOSED	
---------------	-------------	-----	--	--	--	--	----------	--

END OF REPORT

TOTAL ITEMS SELECTED =

81