

08-06-1998

Tab settings DDD

To the Honorable Commissioner of Patents

100786279

Send original documents or copy thereof.

1. Name of conveying party(ies):

Medical Companies Alliance, Inc.,  
a Utah corporation

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

3. Nature of conveyance:

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

Execution Date: July 30, 1998

2. Name and address of receiving party(ies)

Name Antares Leveraged Capital  
Corp., as Agent  
Internal Address: Suite 2725

Street Address: 311 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

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

4. Application number(s) or patent number(s): See Attached Schedule 1

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

A. Patent Application No.(s)

See Schedule 1

B. Patent No.(s)

See Schedule 1

Additional numbers attached? ☐ Yes ☐ No

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

Name: Elizabeth Burns

Internal Address: Latham & Watkins  
Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and patents involved:

6

7. Total fee (37 CFR 3.41) \$ 240.00

- ☒ 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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240.00 UP

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.

Elizabeth Burns  
Name of Person

Elizabeth Burns  
Signature

August 4, 1998  
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 Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**Schedule 1**  
**[to Medical Companies Alliance, Inc. Patent Agreement]**

1. Pursuant to the terms of a Purchase Agreement dated March 29, 1996 (the "MAS Purchase Agreement"), Medical Companies Alliance, Inc. ("MCA") acquired certain intellectual property rights in connection with the acquisition of certain assets now utilized by MCA in conducting its Microvascular Anastomotic System ("MAS") business. The MAS Purchase Agreement, particularly Sections 3.07 and 3.10 thereof, expressly limits the nature of the intellectual property rights acquired by MCA. In addition, the MAS Purchase Agreement obligates MCA to indemnify and hold harmless Minnesota Mining and Manufacturing Company with respect to certain claims of infringement relating to the MCA intellectual property rights.

The patents acquired pursuant to the MAS Purchase Agreement and owned by MCA are as follows:

- a. U.S. Patent No. 4,607,637, issued on August 26, 1986, entitled "Surgical Instrument for Performing Anastomosis with the Aid of Ring-like Fastening Elements and the Fastening Elements for Performing Anastomosis"
- b. U.S. Patent No. 4,624,257, issued on November 25, 1986, entitled "Surgical Instrument for Performing Anastomosis."

Patent Cooperation Treaty Application No. PCT/SE83/00253 was filed on June 17, 1983 with regard to U.S. Patent No. 4,624,257 designating the following countries for protection: Brazil, Denmark, Japan, and the Soviet Union.

Regional European Patent No. 112363 was issued with regard to U.S. Patent No. 4,624,257 which designated the following countries: Austria, Belgium, France, United Kingdom, Switzerland, Liechtenstein, Sweden, Netherlands, and Luxembourg.

Patent No. P. 3366827.2 was issued in Germany with regard to U.S. Patent No. 4,624,257.

Patent No. 557,822 was issued in Australia with regard to U.S. Patent No. 4,624,257.

- c. U.S. Patent No. 4,917,090, issued on April 17, 1990, entitled "Method for Performing Anastomosis."

Equivalent applications to U.S. Patent No. 4,917,090 were filed in Denmark (S.N. 749/84), Brazil (PI8307408), and Japan (502213/83).

- d. U.S. Patent No. 4,917,091, issued on April 17, 1990, entitled "Annular Fastening Means"
- e. U.S. Patent No. 5,036,868, issued on August 6, 1991, entitled "Anastomosis Preparation Technique."

Patent Cooperation Treaty Application No. PCT/SE87/00596 was filed on December 11, 1987 with regard to this patent designating the following countries for protection: Australia (Patent No. 604,521, issued May 7, 1991), Denmark (Application No. 4529/88, filed August 12, 1988), Canada (Application No. P-554,448, filed December 16, 1987), Brazil (Application No. PI 8707589, filed August 17, 1988), Sweden (Patent No. 8605455-8, issued July 19, 1989).

European Patent Application No. EP-88900479-2 was filed on July 4, 1988.

- f. U.S. Patent No. 5,323,789, issued on August 2, 1991, entitled "Anastomosis Preparation Technique with Easily Insertable Member"

## PATENT SECURITY AGREEMENT

WHEREAS, MEDICAL COMPANIES ALLIANCE, INC., a Utah corporation ("Grantor"), owns the Patents and Patent applications listed on Schedule 1 annexed hereto, and is a party to the Patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, HTD Management, as Borrower ("Borrower"), has entered into a Credit Agreement dated as of July 30, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Leveraged Capital Corp., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders") and as a Lender, and the other Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Guaranty dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), by Grantor and certain other subsidiaries of Borrower in favor of Agent and the Lenders, Grantor has guaranteed the "Obligations" (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, certain other subsidiaries of Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired "Patents" (as defined in the Security Agreement), Patent applications and Patent licenses, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;

(2) each Patent license, including, without limitation, each Patent License listed on Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto, any Patent

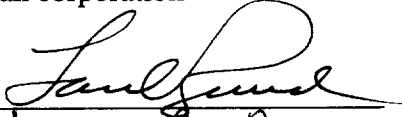
issued pursuant to a Patent application referred to in Schedule 1 and any Patent licensed under any Patent license listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted by Grantor to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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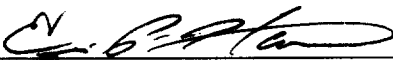
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on this 30 day of July, 1998.

MEDICAL COMPANIES ALLIANCE, INC.,  
a Utah corporation

By:   
Its: Lance C. Ruop

Acknowledged:

ANTARES LEVERAGED CAPITAL CORP.,  
a Delaware corporation, as Agent

By:   
Name: ERIC HANSEN  
Title: DIRECTOR

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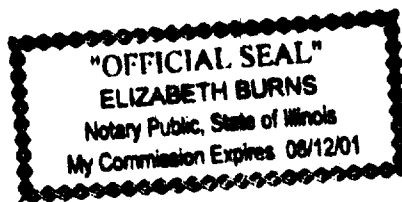
ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )

On the 30 day of July, 1998, before me personally appeared Lance D. Ruvo, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he/she is VICE PRESIDENT of MEDICAL COMPANIES ALLIANCE, INC., a Utah corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth Burns  
Notary Public

{Seal}



My commission expires:

8/12/2001

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