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Conveyance Type



Assignment



Security Agreement



License



Change of Name



Merger



Other

U.S. Government

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Departmental File



Secret File

Conveying Party(ies)



Mark if additional names of conveying parties attached

Name (line 1)

Osbon Medical Systems, Ltd.

Execution Date  
Month Day Year  
08/24/1998

Name (line 2)

Second Party

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Receiving Party



Mark if additional names of receiving parties attached

Name (line 1)

BT Commercial Corporation

Name (line 2)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 1)

233 South Wacker Drive, Suite 8400

Address (line 2)

Address (line 3)

Chicago

Illinois

60606

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

REEL: 9471 FRAME: 0119

**Correspondent Name and Address**

Area Code and Telephone Number

Name **David J. Richter, Esq.**

Address (line 1) **Rudnick & Wolfe**

Address (line 2) **203 North LaSalle Street, Suite 1600**

Address (line 3) **Chicago, Illinois 60601**

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# **3**

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

**29/088,630**

**29/088,641**

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

# **2**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

**80.00**

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the

Deposit Account Number:

# **18-2284**

Authorization to charge additional fees:

Yes



No



**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. Charges to deposit account are authorized, as indicated herein.

**David J. Richter**

Name of Person Signing

Signature

Date

## **SUPPLEMENTAL PATENT AND LICENSE SECURITY AGREEMENT (BORROWER)**

This **SUPPLEMENTAL PATENT AND LICENSE SECURITY AGREEMENT** ("Agreement") is entered into this 24<sup>th</sup> day of August, 1998 by and between **OSBON MEDICAL SYSTEMS, LTD.**, a Georgia corporation ("Borrower"), and **BT COMMERCIAL CORPORATION**, having offices at 233 South Wacker Drive, Suite 8400, Chicago, Illinois 60606, as agent (the "Agent"), for the "Lenders" (as such term is defined in the Amended and Restated Credit Agreement referred to below).

### **WITNESSETH:**

**WHEREAS**, the Agent, the Lenders, Borrowers and certain Affiliates thereof, have entered into a Credit Agreement dated as of December 30, 1997 (the "Existing Credit Agreement"), pursuant to which the Lenders have made loans, advances and other financial accommodations to the Borrowers thereunder, and

**WHEREAS**, the Agent, the Lenders, Borrowers and certain Affiliates thereof, have entered into that certain Amended and Restated Credit Agreement as of August 24, 1998 (the "Restated Credit Agreement") to accommodate additional loans, advances and other financial accommodations to the Borrowers thereunder, and

**WHEREAS**, the Borrower and the Agent entered into that certain Patent and License Security Agreement dated as of December 30, 1997 ("Security Agreement") in conjunction with the Existing Credit Agreement; and

**WHEREAS**, the Borrower and Agent desire to amend the Schedules of the Security Agreement to reflect new patents and pending applications and licensed patents which arose or were identified after December 30, 1997, and which are subject to the Security Agreement pursuant to section 4 thereof;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees as follows:

1. The recitals contained in this Agreement are an integral part hereof and this Agreement shall be construed in light of such recitals.
2. The Security Agreement is in full force and effect and is continuing in accordance with all of its terms.

3 The Schedules to the Security Agreement are hereby amended to reflect the inclusion, revision or deletion of the patents, patent applications and licensed patents set forth on Schedule S1 hereto (the "Additional Patents"), all of which are subject to the continuing, first priority security interest granted to Agent for the benefit of the Lenders pursuant to the terms of the Security Agreement.

4. The patents, patent applications and licensed patents set forth on Schedule S1 comprise all of the Additional Patents of Borrower as of this date.

5. Borrower shall perform all further acts requested by Agent to document the security interest held by Agent in the patents, patent applications and licensed patents, including but not limited to signing all additional documents requested by Agent.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

**BORROWER:**

**OSBON MEDICAL SYSTEMS, LTD.**

By: [Signature]  
Name: KEVIN M. HAGGINS  
Title: Senior Vice President

**BT COMMERCIAL CORPORATION, as Agent  
for Lenders**

By: [Signature]  
Name: Wayne D. Hillock  
Title: Senior Vice President

Notice Address:  
BT Commercial Corporation  
233 South Wacker Drive, Suite 8400  
Chicago, Illinois 60606  
Attn: Credit Department, Wayne D. Hillock

**Schedule S1**

to

**Supplemental Patent and License Security Agreement**

**Dated August 24, 1998**

**Borrower: Osbon Medical Systems, Ltd.**

Ref. 921, Powered External Vacuum Appliance for the Treatment of Impotence, Appl. No. 29/088,630, Recorded Owner Osbon Medical Systems, Ltd., Filing Date 5/27/98; and  
Ref. 922, Powered External Vacuum Appliance for the Treatment of Impotence, Appl. No. 29/088,641, Recorded Owner Osbon Medical Systems, Ltd., Filing Date 5/28/98 are added to Applications owned by: Osbon Medical Systems, Ltd.  
Ref. 317, Erection Aid Device, Patent No. 4378008 is deleted, never assigned to Osborn Medical Systems, Ltd.