

11-10-98  
Tab Settings



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

1. Name of conveying party(ies):  
HydraBath, Inc.

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

2. Name and address of receiving party(ies)

Name: Bay View Financial Corporation and Bay View Bank

Internal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Street Address: 16130 Ventura Boulevard, Suite 300

City: Encino State: CA ZIP: 91436

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

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other \_\_\_\_\_

Execution Date: May 29, 1998

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)	B. Patent No.(s)
	4,349,923 D280,800
	4,359,790 D299,522
	4,439,876

Additional numbers attached?  Yes  No

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

Name: Marshall C. Stoddard, Esq.

Internal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Street Address: Kelley Drye & Warren LLP  
777 South Figueroa Street, Suite 2700

City: Los Angeles State: CA ZIP: 90017

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41) .....\$ 200.00

Enclosed

Authorized to be charged to deposit account

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.*

Danielle V. Garcia \_\_\_\_\_  
Name of Person Signing Signature

\_\_\_\_\_ 11/9/98  
Date

Total number of pages including cover sheet, attachments, and document: 5

11/19/1998 TTUHL 0000150 4349823 200.00 OP

RECORDED  
SERIALIZED  
NOV 10 1998

FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF  
PATENTS AND TRADEMARKS (SECURITY AGREEMENT)

THIS FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS (SECURITY AGREEMENT) (this "Amendment"), dated as of May 29, 1998, is entered into between HYDRABATH, INC., a California corporation, ("Assignor"), with its chief executive office located at 2100 South Fairview, Santa Ana, California 92704, and BAY VIEW FINANCIAL CORPORATION and BAY VIEW BANK (together, "Assignee"), with a place of business at 16130 Ventura Boulevard, Suite 300, Encino, California 91436, in light of the following facts:

RECITALS

A. Assignor and Assignee have previously entered into that certain Collateral Assignment of Patents and Trademarks (Security Agreement) dated as of April 14, 1998, (the "Assignment"), pursuant to which Assignor has granted, assigned and conveyed to Assignee all of Assignor's right, title and interest in and to the Patents and Trademarks, including without limitation, the trademarks listed on Schedule A thereto and the patents listed on Schedule B thereto. Terms used herein without definition shall have the meanings ascribed to them in the Assignment.

B. Assignor and Assignee wish to amend the Assignment as set forth below and under the terms and conditions set forth in this Amendment. Assignor is entering into this Amendment with the understanding and agreement that, except as specifically provided herein, none of Assignee's rights or remedies as set forth in the Assignment is being waived or modified by the terms of this Amendment.

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

1. Amendment to the Assignment.

The patents listed on Appendix A attached hereto are hereby added to Schedule B to the Assignment.

2. Choice of Law. The validity of this Amendment, its construction, interpretation and enforcement, the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the internal laws of the State of California governing contracts only to be performed in that State.

3. Counterparts. This Amendment may be executed in any number of counterparts and by different parties and separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this

Amendment by telefacsimile shall be effective as delivery of a manually executed counterpart of this Amendment.

4. Due Execution. The execution, delivery and performance of this Amendment are within the power of Assignor, have been duly authorized by all necessary corporate action, have received all necessary governmental approval, if any, and do not contravene any law or any contractual restrictions binding on Assignor.

5. Reference to and Effect on the Assignment.

(a) Upon and after the effectiveness of this Amendment, each reference in the Assignment to "this Assignment", "hereunder", "hereof" or words of like import referring to the Assignment Agreement, shall mean and be a reference to the Assignment as modified and amended hereby.

(b) Except as specifically amended above, the Assignment and all other documents, agreements and/or instruments executed in connection therewith, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed and shall constitute the legal, valid, binding and enforceable obligations of Assignor to Assignee.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Assignee under the Assignment, nor constitute a waiver of any provision of any of the Assignment.

(d) To the extent that any terms and conditions in the Assignment shall contradict or be in conflict with any terms or conditions of the Assignment, after giving effect to this Amendment, such terms and conditions are hereby deemed modified or amended accordingly to reflect the terms and conditions of the Assignment as modified or amended hereby.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

**“Assignor”**

HYDRABATH, INC.,  
a California corporation

By: *Pinky E. Chatterjee*  
Title: *President.*

**“Assignee”**

BAY VIEW FINANCIAL CORPORATION

By: *Susan M. Ingram*  
Title: *Vice President*

BAY VIEW BANK

By: *Gary Harris*  
Title: *Vice President*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

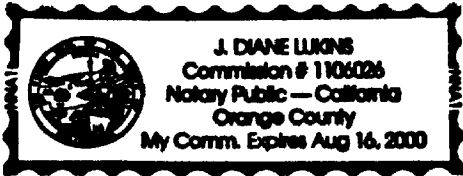
COUNTY OF Orange

)  
) ss.  
)

On May 29, 1998, before me, J. Diane Lukins  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Philip E. Chalberg  
Name of Signer(s)

personally known to me – OR –  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

J. Diane Lukins  
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

President  
Title(s)

- Partner(s)  Limited
- Attorney-In-Fact  General
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is Representing:  
Name of Person(s) or Entity(ies)  
Hydrabath

DESCRIPTION OF ATTACHED DOCUMENT

FIRST AMENDMENT TO COLLATERAL  
ASSIGNMENT OF PATENTS AND TRADEMARKS  
(SECURITY AGREEMENT)

\_\_\_\_\_ Title or Type of Document

3  
Number of Pages

\_\_\_\_\_ Date of Document

\_\_\_\_\_ Signer(s) Other Than Named Above



APPENDIX A

1. Description: Jet nozzle assembly  
Patent No.: 4,349,923  
Patent Date: September 21, 1982  
Application No.: 215,888  
Filing Date: December 12, 1980
2. Description: Pump support bracket  
Patent No.: D280,800  
Patent Date: October 1, 1985  
Application No.: 460,226  
Filing Date: January 24, 1983
3. Description: Suction outlet  
Patent No.: 4,359,790  
Patent Date: November 23, 1982  
Application No.: 215,887  
Filing Date: December 12, 1980
4. Description: Clamp assembly  
Patent No.: 4,439,876  
Patent Date: April 3, 1984  
Application No.: 336,760  
Filing Date: January 4, 1982
5. Description: Suction assembly  
Patent No.: D299,522  
Patent Date: January 24, 1989  
Application No.: 708,876  
Filing Date: March 6, 1985