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9-15-99

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HEET

TO: The Commissioner of Patents and Trademarks

101150437

original document(s) or copy(ies).

**Submission Type**

**Conveyance Type**

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Assignment

License

Merger

Security Agreement

Change of Name

Other Amended Security Agreement

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name (line 1) Orbus Medical Technologies, Inc.

Name (line 2)

09 10 1999

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

**Receiving Party**

Mark if additional names of receiving parties attached

Name (line 1) Novak, Alfred J., as agent

Name (line 2) for Alfred J. Novak and Belinfer Corp.

Address (line 1) 9375 Southwest 60 Avenue

Address (line 2)

Address (line 3) Miami FL 33156  
City State/Country Zip Code

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.)

**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)

**FOR OFFICE USE ONLY**

09/17/1999 MTHA11 00000192 09094402  
01 FC:581 40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**Correspondent Name and Address**      **Area Code and Telephone Number**

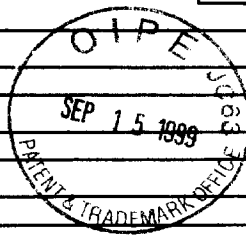
**Name**

**Address (line 1)**

**Address (line 2)**

**Address (line 3)**

**Address (line 4)**



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

**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)		
<input type="text" value="09094402"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.      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.      #

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

Method of Payment:      Enclosed       Deposit Account

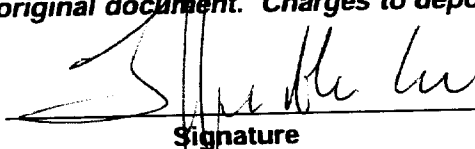
Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

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.

Jeffrey A. Lowe           

Name of Person Signing      Signature      Date

# RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

## Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

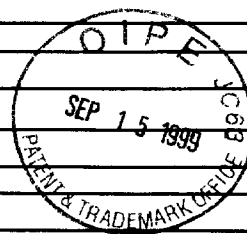
Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)



## Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

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.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Name (line 1)

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.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

## 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)

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## SECURITY AGREEMENT

This Security Agreement (this "Agreement") is made as of the 24th day of June 1999, by and among ORBUS MEDICAL TECHNOLOGIES, INC., a Florida corporation (the "Grantor"), ALFRED J. NOVAK, an individual ("Novak"), BELINFER CORPORATION, a Panamanian corporation ("Belinfer," and together with Novak, the "Grantees"), and Alfred J. Novak, as agent for Grantees ("Agent").

### RECITALS

WHEREAS, Novak has agreed to advance up to \$50,000 to Grantor for working capital purposes (the "New Novak Loan"), such loan to be evidenced by a Balloon Promissory Note dated the date hereof executed by Grantor in favor of Novak (the "New Novak Note");

WHEREAS, Belinfer has agreed to advance up to \$1,000,000 to Grantor for working capital purposes (the "New Belinfer Loan," and together with the New Novak Loan, the "New Loans"), such loan to be evidenced by a Balloon Promissory Note dated the date hereof executed by Grantor in favor of Belinfer (the "New Belinfer Note," and together with the New Novak Note, the "New Notes");

WHEREAS, in connection with the making of the New Loans, Grantees have required that Grantor grant to Agent, for the benefit of Grantees, a security interest in certain property in accordance with this Agreement;

WHEREAS, Grantees desire to appoint Agent as their agent with respect to this Agreement, and Agent is willing to so serve as Agent for the purposes set forth in this Agreement;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Obligations (as defined below), Grantor hereby grants to Agent, as the secured party, on behalf of and for the benefit of Grantees, a security interest in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"): that certain invention called "Expandable Intraluminal Endoprosthesis" for which Application Serial No. 09/094,402 for Letters Patent of the United States was prepared and filed on June 10, 1998, together with said application and any and all

improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (the "Patent"), all licenses of such Patent and any and all royalties, payments, and other amounts payable to Grantor in connection with the Patent, the right to recover for all past, present, and future infringements of the Patent, and all other intangible and tangible property embodying or incorporating the Patent, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto, and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This Agreement secures the payment of all obligations of Grantor now or hereafter existing under the New Notes and all obligations, indebtedness and liabilities of Grantor under this Agreement, whether now existing or hereafter arising, whether or not evidenced by notes or other instruments, and whether such obligations, indebtedness and liabilities are direct or indirect, fixed or contingent, liquidated or unliquidated, due or to become due (all such obligations of Grantor being the "Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor under the New Notes but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

2. Authorization and Request. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor's chief executive office and principal place of business is located at the address set forth in Schedule 1, and all other locations where Grantor conducts business or Collateral is kept are set forth in Schedule 1.

(b) All locations where Grantor's books and records pertaining to the Collateral are kept, including all equipment for accessing such books and records, and the names and addresses of all service bureaus, computer or data processing companies and other persons or entities keeping any books and records for Grantor, are set forth in Schedule 1.

(c) Grantor is and, except for the rights granted to Agent and Grantees hereunder, will be the sole and complete owner of the Collateral, free from any liens, claims, pledges and encumbrances of any kind whatsoever.

(d) The Patent is the only patent owned by Grantor, in which Grantor has an interest, or which is licensed to Grantor for use in Grantor's business.

(e) Each employee, agent and/or independent contractor of Grantor who has participated in the creation of the property constituting the Collateral has either executed an assignment of his or her rights of authorship to Grantor or is an employee of Grantor acting within the scope of his or her employment and was such an employee at the time of said creation.

(f) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of inventorship in the Collateral and all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest with respect to the Collateral.

(g) Performance of this Agreement does not and will not conflict with or result in a breach of any agreement to which Grantor is a party.

(h) During the term of this Agreement, without the prior written consent of Agent, which consent shall not be unreasonably withheld, Grantor will not transfer any interest in or otherwise encumber the Collateral.

(i) Each part of the Collateral is valid and subsisting, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party.

(j) Grantor shall promptly advise Agent of any material change in the composition of or title to the Collateral.

(k) Grantor shall (1) protect, defend and maintain the validity and enforceability of the Collateral, (2) use its reasonable best efforts to detect infringements of the Collateral and promptly advise Agent in writing of infringements detected and (3) not allow the Collateral to be abandoned, forfeited or dedicated to the public without the written consent of Agent.

(l) Grantor shall promptly register the most recent version of the Patent, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Agent may reasonably request or as may otherwise be necessary from time to time to perfect or continue the perfection of Agent's interest in the Collateral.

(m) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Agent a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the Obligations upon making the filings referred to in clause (n) below.

(n) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark Office with respect to the Patent, and the filing of Uniform Commercial Code financing statements, necessary to perfect the security interests created hereunder (in each case including any subsequent filings for after acquired Collateral) and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental agency or U.S. regulatory body is required either (1) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (2) for the perfection in the United States or the exercise by Grantees and Agent of their rights and remedies hereunder.

(o) None of the representations or warranties made by Grantor herein or in any Schedule or Exhibit hereto or any other document or instrument executed by Grantor in connection with this Agreement or the New Notes, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

(p) Grantor shall not enter into any agreement that would conflict with Grantor's obligations hereunder without Agent's prior written consent. Grantor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Collateral acquired under such contracts.

(q) Upon any officer, director or employee of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Agent in writing of any event that adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Grantees and Agent in relation thereto, including the levy of any legal process against any of the Collateral or against Grantor.

(r) Concurrently with the execution and delivery of this Agreement, Grantor will pay to Hogan & Hartson L.L.P., in immediately available funds, the sum of \$50,000 in respect of legal fees and disbursements incurred in connection with the transactions contemplated by this Agreement and the other transactions contemplated by the parties hereto.

4. Agent's Rights. Agent shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Agent for all costs and expenses incurred in the exercise of its rights under this Section 4.

5. Inspection Rights. Grantor hereby grants to Agent and its employees, representatives and agents the right to visit, during reasonable hours, upon reasonable written notice to Grantor and as often as may be reasonably requested, any of Grantor's offices, plants and facilities that utilize any of the Collateral, and to inspect the Collateral and the books and records relating thereto.

6. Further Assurances; Attorney in Fact.

(a) Grantor will make, execute, acknowledge, deliver, file and record in the proper filing and recording places or offices in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect Agent's security interest in the Collateral and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Agent the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, which appointment is coupled with an interest, with full authority in the place and stead of Grantor and in the name of Grantor, Agent, Grantees or otherwise, from time to time in Agent's reasonable discretion, upon the occurrence of an Event of Default (as defined below) and upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

- (a) An Event of Default under either of the New Notes; or
- (b) Grantor's breach of or failure to perform or observe any representation, warranty or agreement made by Grantor in this Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party under the UCC, including without limitation the right to:

- (a) require Grantor to assemble any tangible property in which the Collateral is embodied and in which Agent has a security interest and to make it available to Agent at a place designated by Agent;



(b) exercise any and all rights as beneficial and legal owner of the Collateral, including, without limitation, any and all consensual rights and powers with respect to the Collateral; and

(c) sell or assign or grant a license to use, or cause to be sold or assigned or grant a license to use any or all of the Collateral or any part thereof, in each case, free of all rights and claims of Grantor therein and thereto. In that connection, Agent shall have the right to cause any or all of the Collateral to be transferred of record into the name of Agent or its nominee and the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as Agent may reasonably deem to be necessary or appropriate to comply with any law, rule or regulation having applicability to such sale or assignment and (ii) requirements for any necessary governmental approvals. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Agent and/or Grantees in connection with the exercise of any of Agent's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Agent's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor hereby agrees to indemnify Agent, each Grantee, any affiliate of any of them, and their respective directors, officers, employees, agents, counsel and other advisors (each an "Indemnified Person") against, and hold each of them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including the reasonable fees and disbursements of counsel to an Indemnified Person (including allocated costs of internal counsel), which may be imposed on, incurred by, or asserted against any Indemnified Person, in any way relating to or arising out of this Agreement or the transactions contemplated hereby or any action taken or omitted to be taken by it hereunder (the "Indemnified Liabilities"); provided that the Grantor shall not be liable to any Indemnified Person for any portion of such Indemnified Liabilities to the extent they are found by a final decision of a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or willful misconduct. If and to the extent that the foregoing indemnification is for any reason held unenforceable, Grantor agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

10. Release. At such time as Grantor shall completely satisfy all of the Obligations, Grantees and Agent shall execute and deliver to Grantor all releases and other instruments as may be reasonably necessary or proper to terminate Agent's security interest in the Collateral, subject to any disposition of the Collateral which may have been made by Agent pursuant to this Agreement. For the purpose of this Agreement, the Obligations shall be deemed to be continuing until irrevocably paid in full.

11. Appointment and Duties of Agent; Indemnification.

(a) Appointment and Authorization.

(i) Each Grantee hereby irrevocably appoints and authorizes, and hereby agrees that it will require any assignee of its respective New Note irrevocably to appoint and authorize, Agent to take such actions as agent on its behalf and to exercise such powers hereunder and under the other documents executed in connection herewith as are delegated by the terms hereof and thereof, together with such powers as are reasonably incidental thereto. Neither Agent, nor its directors, officers, partners, employees or agents, shall be liable for any action taken or omitted to be taken by it or them hereunder or in connection herewith, except for its or their own gross negligence, bad faith or willful misconduct as determined by a final, non-appealable judicial order of a court of competent jurisdiction.

(ii) Agent hereby is authorized to act on behalf of Grantees under and as set forth in this Agreement and the other documents executed in connection herewith to exercise all rights and remedies provided thereunder or as provided for herein.

(b) Interests in New Notes. Agent may treat each Grantee as the holder of all of the interests of such Grantee in its respective New Note until written notice of transfer, signed by such Grantee and by the person designated in such written notice of transfer, in form and substance satisfactory to Agent, shall have been provided to Agent.

(c) Responsibility of Agent. The duties and obligations of Agent under this Agreement are only those expressly set forth herein and in the documents executed in connection herewith. Agent shall be entitled to assume that no Event of Default (either under this Agreement or either of the New Notes) has occurred and is continuing unless it has actual knowledge, or has been notified in writing by Grantor of such fact, or has been notified by a Grantee in writing that such Grantee considers that an Event of Default has occurred and is continuing, and such Grantee shall specify in detail the nature thereof in writing. Agent shall not be liable hereunder for any action taken or omitted to be taken except for its own gross negligence, bad faith or willful misconduct as determined by a final, non-appealable judicial order of a court of competent jurisdiction.

(d) Action by Agent.

(i) Agent shall be entitled to use its reasonable discretion with respect to exercising or refraining from exercising any rights which may be vested in it by this Agreement or the other documents executed in connection herewith. Agent shall not incur liability under or in respect of this Agreement with respect to anything

which it may do or refrain from doing in the reasonable exercise of its judgment or which may seem to it to be necessary or desirable in the circumstances, except for its gross negligence, bad faith or willful misconduct as determined by a final, non-appealable judicial order of a court having jurisdiction over the subject matter.

(ii) Agent shall not be liable to Grantees or to either Grantee or to Grantor in acting or refraining from acting under this Agreement or any other document executed in connection herewith in accordance with the instructions of either Grantee (or, where expressly required, all Grantees), and any action taken or failure to act pursuant to such instructions shall be binding on all Grantees. Agent shall not be obligated to take any action which is contrary to law or which would in the Agent's reasonable opinion subject the Agent to liability.

(e) Notice of Default or Event of Default. In the event that Agent or either Grantee shall acquire actual knowledge, or shall have been notified, of any default or Event of Default (either under this Agreement or either of the New Notes), Agent or such Grantee shall promptly notify the other parties hereto, as applicable (provided failure to give such notice shall not result in any liability on the part of such Grantee or Agent). Agent shall take such action and assert such rights under this Agreement and the other documents executed in connection herewith, as applicable, and as either Grantee shall instruct in writing, and Agent shall not be subject to any liability by reason of its actions pursuant to any such request. If either Grantee shall request inconsistent action with respect to such Event or Default, Agent may, but shall not be required to, take such action and assert such rights as it deems in its discretion to be advisable for the protection of Grantees.

(f) Indemnification. Grantees agree to indemnify Agent (to the extent not reimbursed by Grantor), pro rata, according to the face amount of their respective New Notes, from and against any and all claims, liabilities, obligations, losses (other than the loss of principal and interest hereunder in the event of a bankruptcy or out-of-court debt restructure of the New Notes), damages, penalties, actions, judgments, suits, costs, reasonable expenses (including reasonable fees and expenses of agents, consultants and counsel), or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against Agent in any way relating to or arising out of this Agreement, any other document executed in connection herewith, or any action taken or omitted by Agent hereunder or thereunder, except that no Grantee shall be liable to Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements resulting from the gross negligence, bad faith or willful misconduct of Agent as determined by a final, non-appealable judicial order of a court having jurisdiction over the subject matter.

(g) Successor Agent. Subject to the appointment and acceptance of a successor Agent, Agent may resign at any time by giving written notice thereof to

Grantees and Grantor. Upon any such resignation, Grantees shall have the right to appoint a successor Agent. Upon the acceptance of such appointment, such successor Agent shall thereupon succeed to and become vested with all of the rights, powers, privileges, duties and obligations of the retiring Agent and the retiring Agent shall be immediately discharged from its duties and obligations hereunder and under the other documents executed in connection herewith. After the retiring Agent's resignation hereunder, the provisions of this Section shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Agent. In the event that Agent ceases to be a Grantee hereunder, such Agent shall immediately resign its agency hereunder in accordance with this Section.

(h) Delegation of Duties. Agent may execute any of its duties hereunder and under the documents executed in connection herewith by or through agents or attorneys selected by it using reasonable care, and shall be entitled to advice of counsel concerning all matters pertaining to such duties.

12. No Waiver. No course of dealing between Grantor and either Grantee and/or Agent, nor any failure to exercise nor any delay in exercising, on the part of either Grantee and/or Agent, any right, power, or privilege under this Agreement or under the New Notes or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the New Notes or any other agreement by either Grantee and/or Agent shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Grantees or Agent.

13. Rights Are Cumulative. All of Grantees' and Agent's rights and remedies with respect to the Collateral whether established by this Agreement, the New Notes, or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.

14. Attorneys' Fees. If any action relating to this Agreement is brought by any party hereto against another party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

15. Amendments. This Agreement may be amended only by a written instrument signed by Grantor, Grantees and Agent. To the extent that any provision of this Agreement conflicts with any provision of the New Notes, the provision giving Grantees and Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Grantees under the New Notes. This Agreement, the New Notes and the documents relating thereto comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

16. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Agreement in any jurisdiction.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

18. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Florida, without regard for choice of law provisions. Grantor, Grantees and Agent consent to the nonexclusive jurisdiction of any state or federal court located in Miami-Dade County, Florida.

19. Confidentiality. In handling any confidential information, each Grantee and Agent shall exercise the same degree of care that it exercises with respect to its own confidential information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement, except that the disclosure of this information may be made (a) to the affiliates of a Grantee or Agent, (b) to prospective transferees or purchasers of an interest in the obligations secured hereby, provided that they have entered into a comparable confidentiality agreement in favor of Grantor and have delivered a copy to Grantor, (c) as required by law, regulation, rule or order, subpoena judicial order or similar order and (d) as may be required in connection with the examination, audit or similar investigation of a Grantee or Agent.

20. **WAIVER OF RIGHT TO JURY TRIAL**. GRANTEES, AGENT AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (a) THIS AGREEMENT; OR (b) ANY CONDUCT, ACTS OR OMISSIONS OF GRANTEES, AGENT OR GRANTOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH GRANTEES, AGENT OR GRANTOR BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

21. Security Interests Absolute. All rights of the Grantees and Agent and security interests hereunder, and all obligations of the Grantor hereunder, shall be absolute and unconditional and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(a) any extension, renewal, settlement, compromise, waiver or release in respect of any Obligation, the New Notes or any other document evidencing or securing such Obligation, by operation of law or otherwise;

(b) any modification or amendment or supplement to the New Notes or any indorsement or guaranty of the New Notes or any other document evidencing or securing any Obligation;

(c) any release, non-perfection or invalidity of any direct or indirect security for any Obligation;

(d) any change in the existence, structure or ownership of Grantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Grantor or its assets or any resulting disallowance, release or discharge of all or any portion of the Obligations;

(e) the existence of any claim, set-off or other right which Grantor may have at any time against the Grantees or Agent or any other corporation or person, whether in connection herewith or any unrelated transactions;

(f) any invalidity or unenforceability relating to or against Grantor for any reason of any Obligation, or any provision of applicable law or regulation purporting to prohibit the payment by Grantor of the Obligations;

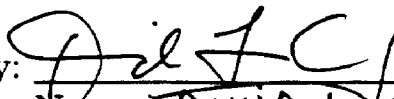
(g) any failure by the Grantees or Agent (i) to file or enforce a claim against Grantor or its estate (in a bankruptcy or other proceeding), (ii) to give notice of the existence, creation or incurring by Grantor of any new or additional indebtedness or obligation under or with respect to the Obligations, (iii) to commence any action against Grantor, (iv) to disclose to the Grantor any facts which the Grantees or Agent may now or hereafter know with regard to Grantor, or (v) to proceed with due diligence in the collection, protection or realization upon any collateral securing the Obligations; or

(h) any other act or omission to act or delay of any kind by the Grantor or the Grantees or Agent or any other corporation or person or any other circumstance whatsoever which might, but for the provisions of this clause, constitute a legal or equitable discharge of the Grantor's obligations hereunder.

22. Notices. All notices or other notifications given or made pursuant hereto shall be in writing and shall be deemed duly given or made (i) upon delivery or refusal of such notice if sent by a recognized international courier service or (ii) upon delivery to a fax machine which confirms receipt, and in each case addressed as set forth on the signature pages hereto (or at such other address for a party as shall be specified in a notice so given).

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Agreement or caused this Agreement to be duly executed and delivered on its behalf on the day and year first above written.

ORBUS MEDICAL TECHNOLOGIES, INC.

By:   
Name: DAVID L. CAMP JR.  
Title: PRESIDENT & CEO

[SEAL]

Notices: 5363 NW 35th Avenue  
Fort Lauderdale, Florida 33309  
Fax: 954 730 7601

---

Alfred J. Novak, in his individual capacity  
and as Agent

Notices: 9375 Southwest 60 Avenue  
Miami, Florida 33156  
Fax: \_\_\_\_\_

---

Belinfer Corporation

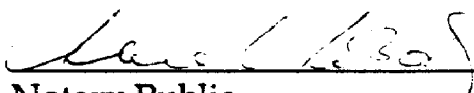
Notices: 25th Floor  
Cindic Tower  
128 Gloucester Road  
Wanchai  
Hong Kong  
Fax: \_\_\_\_\_

RIASSAL NEW PROVIDENCE  
OF )  
COMMONWEALTH OF THE ) ss.  
COUNTY OF BOHANNAN )

On 24 June, 1999 before me, SARAH M. LIBERTY  
Notary Public, personally appeared

DAVID L. CAMP, JR., 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.

  
Notary Public

(Seal)

My Commission Expires: 31st December 1999.



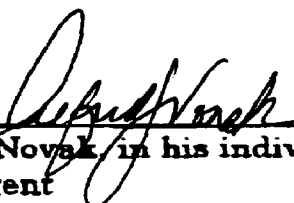
IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Agreement or caused this Agreement to be duly executed and delivered on its behalf on the day and year first above written.

ORBUS MEDICAL TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

[SEAL]

Notices: 5363 NW 35th Avenue  
Fort Lauderdale, Florida 33309  
Fax: \_\_\_\_\_

  
\_\_\_\_\_  
Alfred J. Novak, in his individual capacity  
and as Agent

Notices: 9375 Southwest 60 Avenue  
Miami, Florida 33156  
Fax: 305-669-8232

\_\_\_\_\_  
Belinfer Corporation

Notices: 25th Floor  
Cindic Tower  
128 Gloucester Road  
Wanchai  
Hong Kong  
Fax: \_\_\_\_\_

State OF Wisconsin  
COUNTY OF Racine ) ss.

On June 28, 99, before me, Carole G. Jant  
Notary Public, personally appeared

Alfred G. NOVAK, 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.

Carole G. Jant  
Notary Public Exp 4-22-01

(Seal)

My Commission Expires: 4-22-01

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Agreement or caused this Agreement to be duly executed and delivered on its behalf on the day and year first above written.

ORBIS MEDICAL TECHNOLOGIES, INC.

By: *David L. Camp Jr.*  
Name: DAVID L. CAMP JR.  
Title: PRESIDENT & CEO

[SEAL]

Notices: 5363 NW 35th Avenue  
Fort Lauderdale, Florida 33309  
Fax: 954 732 7601

Alfred J. Novak, in his individual capacity  
and as Agent

Notices: 9375 Southwest 60 Avenue  
Miami, Florida 33156  
Fax: \_\_\_\_\_

*[Signature]*  
Belinfier Corporation

Notices: 25th Floor  
Citic Tower  
128 Gloucester Road  
Wanchai  
Hong Kong  
Fax: (852) 2507-3532

**SCHEDULE 1**  
**Attached to that certain Orbus Security Agreement**

**Section 3(a)**

Grantor's chief executive office and principal place of business:

Orbus Medical Technologies, Inc.  
5363 NW 35th Avenue  
Ft. Lauderdale, FL 33309  
Phone: 954-730-0711  
Fax: 954-730-7601

All other locations where Grantor conducts business or Collateral is kept:

Orbus International BV  
Drs. W. van Royenstraat 5  
3871 AN Hoevelaken  
The Netherlands  
Phone: 31-33-2541150  
Fax: 31-33-2541151

**Section 3(b)**

All locations where Grantor's books and records pertaining to the Collateral are kept, including all equipment for accessing such books and records, and the names and addresses of all service bureaus, computer or data processing companies and other persons or entities keeping any books and records for Grantor:

Kept at Orbus Medical Technologies, Inc. by public accountant:  
Charlotte L. Swigler, CPA  
3430 Alba Way  
Deerfield Beach, FL 33442  
Phone: 954-421-1105  
Fax: 954-421-1105

Kept at Orbus International BV by public accountant:  
Cees Baas  
Zandweg 40  
3601 AE Maarsen  
The Netherlands  
Phone: 31-346-566433  
Fax: 31-346-552443

**AMENDMENT NO. 1  
TO  
SECURITY AGREEMENT**

This Amendment No. 1 to Security Agreement (this "Amendment") is made as of the 19th day of August 1999, by and among ORBUS MEDICAL TECHNOLOGIES, INC., a Delaware corporation (the "Grantor"), ALFRED J. NOVAK, an individual ("Novak"), BELINFER CORPORATION, a Panamanian corporation ("Belinfer," and together with Novak, the "Grantees"), and Alfred J. Novak, as agent for Grantees ("Agent").

**RECITALS**

WHEREAS, pursuant to those certain Balloon Promissory Notes dated June 24, 1999 executed by Grantor in favor of Novak and Belinfer (the "June Notes"), Novak and Belinfer have advanced \$45,000 and \$1,000,000, respectively, to Grantor for working capital purposes (the "June Loans");

WHEREAS, in connection with and in consideration for the making of the June Loans, Grantor granted to Agent, for the benefit of Grantees, a security interest in certain property in accordance with the Security Agreement dated as of June 24, 1999 among the Grantor, Grantees and Agent (the "Security Agreement");

WHEREAS, Grantor has requested and Belinfer has agreed to advance up to an additional \$250,000 to Grantor for working capital purposes (the "August Belinfer Loan"), such loan to be evidenced by a Balloon Promissory Note dated the date hereof executed by Grantor in favor of Belinfer (the "August Belinfer Note");

WHEREAS, in connection with the making of the August Belinfer Loan, Grantees have required that the Security Agreement be amended pursuant to this Amendment so that the security interest granted therein be extended to secure the Obligations (as such term is defined below) evidenced by the August Belinfer Note, the Obligations evidenced by the June Notes and any and all other Obligations as defined herein;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Section 1. Section 1 of the Security Agreement shall be amended and restated in its entirety to read as follows:

"1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Obligations (as defined below), Grantor hereby grants to Agent, as the secured party, on behalf of and for the benefit of Grantees, a security interest in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"): that certain invention called "Expandable Intraluminal Endoprosthesis" for which Application Serial No. 09/094,402 for Letters Patent of the United States was prepared and filed on June 10, 1998, together with said application and any and all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (the "Patent"), all licenses of such Patent and any and all royalties, payments, and other amounts payable to Grantor in connection with the Patent, the right to recover for all past, present, and future infringements of the Patent, and all other intangible and tangible property embodying or incorporating the Patent, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto, and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This Agreement secures the payment of all obligations of Grantor now or hereafter existing under the June Notes and the August Belinfer Note (the June Notes and the August Belinfer Note being collectively referred to herein as the "Secured Notes"), together with all obligations, indebtedness and liabilities of Grantor to Grantees or agent, whether previously or now existing or hereafter arising, whether or not evidenced by notes or other instruments, and whether such obligations, indebtedness and liabilities are direct or indirect, fixed or contingent, liquidated or unliquidated, due or to become due (all such obligations of Grantor being the "Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor under the Secured Notes but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor."

2. Definitions. All references to the "New Notes" as such term is defined in the Security Agreement shall be deemed to also refer to the August Belinfer Note and all references to the "Agreement" as such term is defined in the Security Agreement shall be deemed to refer to the Security Agreement as amended.

3. Authorization and Request. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Amendment.

4. Covenants and Warranties. All covenants and warranties of the Grantor made pursuant to the Security Agreement are hereby repeated and reaffirmed as of the date hereof as if such covenants and warranties were made as of the date hereof.

5. Other Provisions. Except as modified by this Amendment, all other provisions of the Security Agreement shall remain in full force and effect.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Amendment or caused this Amendment to be duly executed and delivered on its behalf on the day and year first above written.

ORBUS MEDICAL TECHNOLOGIES, INC.

By: \_\_\_\_\_

  
Name: Robert J. Cottone, Jr.  
Title: Vice President, R&D

[SEAL]

Notices: 5363 NW 35th Avenue  
Fort Lauderdale, Florida 33309  
Fax: (954) 730-7601

---

Alfred J. Novak, in his individual capacity  
and as Agent

Notices: 9375 Southwest 60 Avenue  
Miami, Florida 33156  
Fax: (305) 669-8232

---

Belinfer Corporation

Notices: 25th Floor  
Cindic Tower  
128 Gloucester Road  
Wanchai  
Hong Kong  
Fax: (852) 2507-3532



STATE OF FLORIDA

)

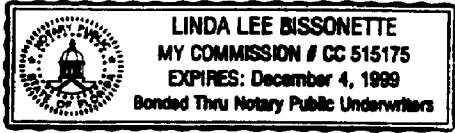
) ss.

COUNTY OF BROWARD

)

On August 20, 1999, before me, Linda Lee Bissonette  
Notary Public, personally appeared Robert J. Cottone, Jr., 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.



Linda Lee Bissonette  
Notary Public

(Seal)

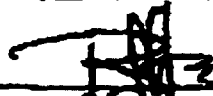
My Commission Expires:

December 4, 1999

# Amendment No. 1

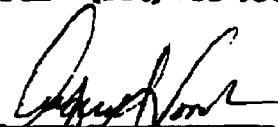
**IN WITNESS WHEREOF**, each of the parties hereto has executed and delivered this Amendment or caused this Amendment to be duly executed and delivered on its behalf on the day and year first above written.

**ORBIS MEDICAL TECHNOLOGIES, INC.**

By:   
Name: Robert J. Cocozza, Jr.  
Title: Vice President, R&D

[SEAL]

Notices: 5963 NW 35th Avenue  
Fort Lauderdale, Florida 33309  
Fax: (954) 730-7601

  
Alfred J. Novak, in his individual capacity  
and as Agent

Notices: 9375 Southwest 60 Avenue  
Miami, Florida 33156  
Fax: (305) 669-8232

  
Relinifer Corporation

Notices: 25th Floor  
Cindir Tower  
128 Gloucester Road  
Wanchai  
Hong Kong  
Fax: (852) 2507-3532

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Amendment or caused this Amendment to be duly executed and delivered on its behalf on the day and year first above written.

ORBUS MEDICAL TECHNOLOGIES, INC.

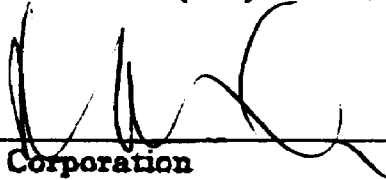
By:   
Name: Robert J. Cortone, Jr.  
Title: Vice President, R&D

[SEAL]

Notices: 5363 NW 35th Avenue  
Fort Lauderdale, Florida 33309  
Fax: (954) 730-7601

Alfred J. Novak, in his individual capacity  
and as Agent

Notices: 9375 Southwest 60 Avenue  
Miami, Florida 33156  
Fax: (305) 689-8232

  
Belinifer Corporation

Notices: 25th Floor  
Cindic Tower  
128 Gloucester Road  
Wanchai  
Hong Kong  
Fax: (852) 2507-3532

**AMENDMENT NO. 2  
TO  
SECURITY AGREEMENT**

This Amendment No. 2 to Security Agreement (this "Amendment") is made as of the 10th day of September 1999, by and among ORBUS MEDICAL TECHNOLOGIES, INC., a Delaware corporation (the "Grantor"), ALFRED J. NOVAK, an individual ("Novak"), BELINFER CORPORATION, a Panamanian corporation ("Belinfer," and together with Novak, the "Grantees"), and Alfred J. Novak, as agent for Grantees ("Agent").

**RECITALS**

WHEREAS, pursuant to those certain Balloon Promissory Notes dated June 24, 1999 executed by Grantor in favor of Novak and Belinfer (the "June Notes"), Novak and Belinfer have advanced \$45,000 and \$1,000,000, respectively, to Grantor for working capital purposes (the "June Loans");

WHEREAS, in connection with and in consideration for the making of the June Loans, Grantor granted to Agent, for the benefit of Grantees, a security interest in certain property in accordance with the Security Agreement dated as of June 24, 1999 among the Grantor, Grantees and Agent (the "Security Agreement");

WHEREAS, pursuant to that certain Balloon Promissory Note dated August 19, 1999 executed by Grantor in favor of Belinfer (the "August Belinfer Note"), Belinfer has advanced an additional \$250,000 to Grantor for working capital purposes (the "August Belinfer Loan");

WHEREAS, in connection with the making of the August Belinfer Loan, Grantees required that the Security Agreement be amended pursuant to an Amendment No. 1 to Security Agreement dated as of August 19, 1999 ("Amendment No. 1") so that the security interest granted therein be extended to secure the Obligations (as such term was defined in Amendment No. 1) evidenced by the August Belinfer Note, the June Notes and any and all other Obligations as defined therein;

WHEREAS, Grantor has requested and Belinfer has agreed to advance up to an additional \$100,000 to Grantor for working capital purposes (the "September Belinfer Loan"), such loan to be evidenced by a Balloon Promissory Note dated the date hereof executed by Grantor in favor of Belinfer (the "September Belinfer Note");

WHEREAS, in connection with the making of the September Belinfer Loan, Grantees have required that the Security Agreement be further amended pursuant to this Amendment so that the security interest granted therein be extended to secure the Obligations (as such term is defined below) evidenced by the September Belinfer Note, the August Belinfer Note, the June Notes and any and all other Obligations as defined herein;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Section 1. Section 1 of the Security Agreement shall be amended and restated in its entirety to read as follows:

"1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Obligations (as defined below), Grantor hereby grants to Agent, as the secured party, on behalf of and for the benefit of Grantees, a security interest in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"): that certain invention called "Expandable Intraluminal Endoprosthesis" for which Application Serial No. 09/094,402 for Letters Patent of the United States was prepared and filed on June 10, 1998, together with said application and any and all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (the "Patent"), all licenses of such Patent and any and all royalties, payments, and other amounts payable to Grantor in connection with the Patent, the right to recover for all past, present, and future infringements of the Patent, and all other intangible and tangible property embodying or incorporating the Patent, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto, and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This Agreement secures the payment of all obligations of Grantor now or hereafter existing under the June Notes, the August Belinfer Note and the September Belinfer Note (the June Notes, the August Belinfer Note and the September Belinfer Note being collectively referred to herein as the "Secured Notes"), together with all obligations, indebtedness and liabilities of Grantor to Grantees or agent, whether previously or now existing or hereafter arising, whether or not evidenced by notes or other instruments, and whether such obligations, indebtedness and liabilities are direct or indirect, fixed or contingent, liquidated or unliquidated, due or to become due

(all such obligations of Grantor being the "Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor under the Secured Notes but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor."

2. Definitions. All references to the "New Notes" as such term is defined in the Security Agreement shall be deemed to also refer to the September Belinfer Note and the August Belinfer Note and all references to the "Agreement" as such term is defined in the Security Agreement shall be deemed to refer to the Security Agreement as amended.

3. Authorization and Request. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Amendment.

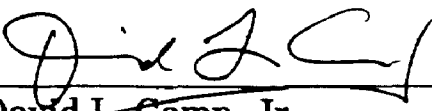
4. Covenants and Warranties. All covenants and warranties of the Grantor made pursuant to the Security Agreement are hereby repeated and reaffirmed as of the date hereof as if such covenants and warranties were made as of the date hereof.

5. Other Provisions. Except as modified by this Amendment, all other provisions of the Security Agreement shall remain in full force and effect.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Amendment or caused this Amendment to be duly executed and delivered on its behalf on the day and year first above written.

ORBUS MEDICAL TECHNOLOGIES, INC.

By:   
David L. Camp, Jr.  
President and CEO

[SEAL]

Notices: 5363 NW 35th Avenue  
Fort Lauderdale, Florida 33309  
Fax: (954) 730-7601

---

Alfred J. Novak, in his individual capacity  
and as Agent

Notices: 9375 Southwest 60 Avenue  
Miami, Florida 33156  
Fax: (305) 669-8232

---

Belinfer Corporation

Notices: 25th Floor  
Cindic Tower  
128 Gloucester Road  
Wanchai  
Hong Kong  
Fax: (852) 2507-3532

STATE OF FLORIDA

)

) ss.

COUNTY OF BROWARD

)

On September 16, 1999, before me, FRANCESCA M. ROSSI,  
Notary Public, personally appeared DAVID L. CAMP, JR., 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.

Francesca M. Rossi  
Notary Public

(Seal)

My Commission Expires:



Francesca M. Rossi  
Commission # GC 868571  
Expires Sep. 1, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.



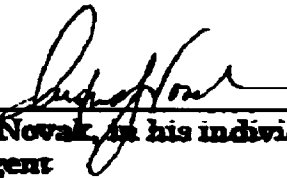
IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Amendment or caused this Amendment to be duly executed and delivered on its behalf on the day and year first above written.

**ORBUS MEDICAL TECHNOLOGIES, INC.**

By:   
David L. Camp, Jr.  
President and CEO

[SEAL]

Notices: 5363 NW 35th Avenue  
Fort Lauderdale, Florida 33309  
Fax (954) 780-7601

  
Alfred J. Novak, in his individual capacity  
and as Agent

Notices: 9375 Southwest 60 Avenue  
Miami, Florida 33156  
Fax (305) 669-8232

**Belinfex Corporation**

Notices: 25th Floor  
Citic Tower  
128 Gloucester Road  
Wanchai  
Hong Kong  
Fax: (852) 2507-3582

Sep-13-88 08:01am From: H & H 138-100

T-888 P. 01/18 P-173

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Amendment or caused this Amendment to be duly executed and delivered on its behalf on the day and year first above written.

ORBUS MEDICAL TECHNOLOGIES, INC.

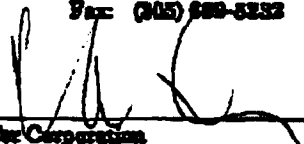
By:   
David L. Camp, Jr.  
President and CEO

(SEAL)

Notices: 5363 NW 35th Avenue  
Fort Lauderdale, Florida 33309  
Fax: (954) 750-7601

Alfred J. Novak, in his individual capacity  
and as Agent:

Notices: 8275 Southwest 80 Avenue  
Miami, Florida 33186  
Fax: (305) 889-8332



Reliance Corporation

Notices: 25th Floor  
Citic Tower  
128 Gloucester Road  
Wanchai  
Hong Kong  
Fax: (852) 2507-3532

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