

10-27-1999

Form PTO-1585
(Rev. 8-93)

OMB No. 0661-0011 (exp. 4/94)

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10-22-99

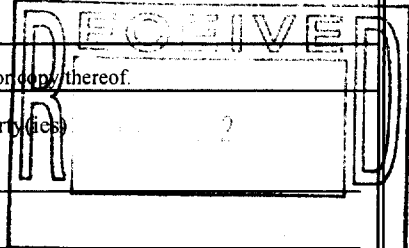
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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

1. Name of conveying party(ies):

TRUTEK, Inc.

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other 5,833,367

Execution Date: July 16, 1998

2. Name and address of receiving party(ies):

Name: The Capital Group.

Internal Address: _____

Street Address: P. O. Box 205

City: Bethlehem State: PA ZIP: 18016

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: N/A

A. Patent Application No.(s)

B. Patent No.(s) 5,833,367

Additional numbers attached: Yes No

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

Name: Helen L. Winslow, Esquire

Internal Address: Richards, Layton & Finger

Street Address: P.O. Box 551

City: Wilmington State: Delaware ZIP: 19899

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit and account number:

N/A

(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.

Helen L. Winslow

Helen L. Winslow
Signature

October 21, 1999

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

10/27/1999 MTHA11 00000007 5833367

01 FC:581

40.00 DP

RLF1-2070972-1

PATENT
REEL: 010327 FRAME: 0062

SECURED PROMISSORY NOTE

\$220,000.00

July 16, 1998

FOR VALUE RECEIVED, the undersigned TRUTEK, INC., a Pennsylvania corporation ("Payor"), hereby promises to pay to THE CAPITAL GROUP, a PARTNERSHIP ("Payee"), the principal sum of Two Hundred Twenty Thousand Dollars (\$220,000.00), with simple interest on the unpaid principal balance thereof from the date of this Note until paid at the rate of eighteen (18%) percent per annum. The principal of and accrued interest on this Note shall be due and payable on January 16, 2000. The principal sum shall be made payable to Payor in two (2) installments as follows: One Hundred Thousand Dollars (\$100,000.00) due upon execution of this note, and One Hundred Twenty Thousand (\$120,000.00) due within twenty-one (21) days of execution, to the following address: 210 Carter Drive, Suite 7A, West Chester, PA 19382.

In lieu of making all or any part of the interest payment due hereunder in cash, Payor shall have the option of delivering (or causing certain of its shareholders to deliver) to Payee shares of Payor's common stock, par value \$.01 per share ("Common Stock"). Each share (or fraction thereof) of Common Stock delivered to Payee pursuant to this paragraph shall reduce the interest payment due hereunder by Seven Hundred Fifty Dollars (\$750.00) (or fraction thereof).

All cash payments made pursuant to this Note shall be made in lawful money of the United States of America and shall be paid to Payee at its address at Box 205, Bethlehem, PA 18018, or at such other place as Payee shall have designated in writing to Payor. If the date set for payment of this Note is a Saturday, Sunday or legal holiday, then such payment shall be due on the next succeeding business day.

Payor's obligations under this Note are being secured by delivery to Payee on the date hereof of a UCC-1 Financing Statement covering U.S. Patent Application Serial No. 08/747,423 of Cheslock et al filed 11/12/96, entitled "Tympanic Thermometer Probe Cover," allowed on 9/11/97, and owned by Payor by virtue of an assignment dated 11/18/96 recorded at Reel 6425 Frame 0904.

The principal of and accrued interest on this Note may be prepaid at any time, in whole or in part, without premium or penalty, except as follows: the payable interest shall not be less than twelve (12) months calculated value against the stated principal.

In the event that Payee is required to take any action to collect or otherwise enforce payment of this Note, Payor agrees to pay such attorney's fees and court costs as Payee may incur as

a result thereof, whether or not suit is commenced.

The failure of Payee to accelerate this Note shall not constitute a waiver of any of Payee's rights under this Note as long as Payor's default under this Note continues. The undersigned waives diligence, presentment, demand, protest and notice of presentment, notice of protest and notice of dishonor of this debt.

The provisions of this Note shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of law rules thereof.

IN WITNESS WHEREOF, this Note has been duly executed and delivered by Payor as of the date first above written.

PAYOR

TRUTEK, INC.

ATTEST:

Valerie T. Stoyan

By:

Eric L. Canfield
Eric L. Canfield, President

"Express Mail" mailing label
number EJ369023503US

Date of Deposit October 22,
1999

I hereby
certify that this Recordation of
Security Agreement and check
for \$40.00 is being deposited
with the United United States
Postal Service "Express Mail
Post Office to Addressee" under
37 CFR 1.10 on the date
indicated above and is addressed
to Assistant Commissioner for
Trademarks.

Helen L. Winslow
(Typed or printed name of
person mailing Service Mark
Application)

Helen L. Winslow
(Signature of person mailing
Service Mark Application)

SUBSCRIBED AND SWORN
to before me this 22nd day of
October, 1999.

Lisa M. Harrison
Notary Public

NOTARIAL SEAL
LISA M. HARRISON, NOTARY PUBLIC
STATE OF DELAWARE
Date of Appointment: September 1, 1998
My Commission Expires: September 1, 2000