

11-29-1999

FORM PTO 1565

RECEIVED



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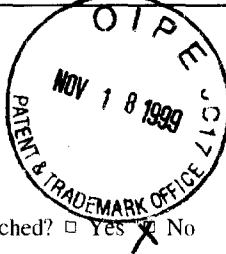
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 11/18/99

101208188

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

1. Name of conveying party(ies):

Stericycle, Inc.
28161 North Keith Drive
Lake Forest, IL 60045Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Name: Bank of America, N.A., as administrative agent

Internal Address: _____

Street Address: 231 South LaSalle StreetCity: Chicago State: Illinois Zip: 60697Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other: _____Execution Date: November 12, 1999

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: _____

Application Numbers: _____

Registration Numbers: _____

See Attached List

See Attached List

Additional numbers attached? ☒ Yes ☐ No

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

Name: Nora A. WhitescarverInternal Address: Mayer, Brown & PlattStreet Address: 1909 K Street, NWCity: Washington State: D.C. ZIP: 200066. Total number of applications and patents involved: 107. Total fee (37 CFR 3.41): \$400.00☒ Enclosed (Check No. 18089)☐ 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.

Nora A. Whitescarver
Name of Person Signing

Signature
November 17, 1999
Date

Total number of pages including cover sheet, attachments and documents: 12

11/26/1999 DNGUYEN 00000091 08466088

01 FC:581

400.00 DP

PATENT
REEL: 010415 FRAME: 0579

Item A. Patents

ISSUED UNITED STATES PATENTS

<u>Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Method and Apparatus Rendering Medical Materials Safe	08/466,088	06/06/95	5,641,423	06/24/97
	08/480,879	06/07/95	5,609,820	03/11/97
Method for Disinfecting Medical Materials	07/530,438	06/01/90	5,035,858	07/30/91
Device for Disinfecting Medical Materials	07/698,594	05/10/91	5,226,065	07/06/93
Apparatus and Method for Processing Medical Waste	07/586,442	09/21/90	5,106,594	04/21/92
	07/903,906	06/25/92	5,709,842	01/20/98
	08/177,803	01/06/94	5,508,004	04/16/96
	08/485,480	06/07/95	5,833,922	11/10/98
	08/486,394	06/07/95	5,830,419	11/03/98
Steritub Container	29/018,693	02/14/94	D358,327	05/16/95

ISSUED FOREIGN PATENTS

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Apparatus and Method for Processing Medical Waste	Australia	85449/91	09/18/91	642,533	03/07/94
	Canada	2,069,430	09/18/91	2,069,430	12/22/98
	EPO	91917216.3	09/18/91	0,502,164	04/28/99
	France	91917216.3	09/18/91	0,502,164	04/28/99
	Hungary	P9201696	09/18/91	212,818	01/28/97
	Mexico	921,455	03/31/92	177,232	03/15/95
	Russian Fed.	5052770.13	09/18/91	2,082,436	06/27/97
	South Korea	701203/92	09/18/91	194,406	02/09/99

ISSUED FOREIGN PATENTS

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
	UK	91917216.3	09/18/91	0,502,164	04/28/99
Method for Disinfecting Medical Materials	Canada	2,027,392	10/11/90	2,027,392	01/14/97

PENDING PATENT APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>
Method and Apparatus Rendering Medical Materials Safe	Canada	2,079,331	03/28/91
	Canada	2,079,332	03/28/91
	EPO	91907495.5	03/28/91
	EPO	91908103.4	03/28/91
	Canada	2,086,124	07/03/91
Method for Disinfecting Medical Materials	Japan	2-515575	10/15/90
Apparatus and Method for Processing Medical Waste	Hong Kong	98112874.9	09/18/91
	Ireland	920,862	03/18/92
	Japan	3-515692	09/18/91
	Mexico	947,607	03/31/92
Apparatus and Method for the Disinfection of Medical Waste in a Continuous Manner	Brazil	PI9806362-6	06/01/98
	PCT	US99/11536	05/25/99

Patent Applications in Preparation

<u>*Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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None

PATENT

REEL: 010415 FRAME: 0581

Item B. Patent Licenses

<u>*Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
United States	Cross-license:			Upon last of	Radio-
	IIT Research Institute/			patents to	frequency
	Stericycle			expire	technology
Mexico	Stericycle,	Medam, S.A.	5/97	5/07 (w/	ETD
	Inc.			renewal opt.)	technology
Brazil	Stericycle,	Companhia			ETD
	Inc.	Auxiliar de	7/13/98		technology
		Viacaoe Obras --			
		CAVO			

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of November 12, 1999, is made by STERICYCLE, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as administrative agent (together with its successor(s) thereto, in such capacity the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of November 12, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the various financial institutions and other Persons as are or may become parties thereto (collectively, the "Lenders"), DLJ Capital Funding, Inc., as the Syndication Agent, the Lead Arranger and the Book Manager, Bankers Trust Company, as the Documentation Agent and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Borrower Security and Pledge Agreement, dated as of November 12, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security and Pledge Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce (i) the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, recitals, schedules and exhibits,

have the meanings provided (or incorporated by reference) in the Security and Pledge Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Schedule I attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Schedule I attached hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Security and Pledge Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security and Pledge Agreement. The Security and Pledge Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the Disposition of any Patent Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in any or all of the Patent Collateral which has been granted hereunder.


SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

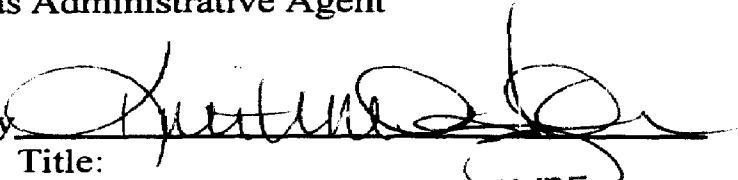
STERICYCLE, INC.

By 
Name:
Title:

BANK OF AMERICA, N.A.,
as Administrative Agent

By _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Administrative Agent

By 
Title:

KRISTINE D. HYDE
Assistant Vice President

Item A. Patents

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	08/485,480	06/07/95	5,833,922	11/10/98
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	Hungary	P9201696	09/18/91	212,818	01/28/97
	Mexico	921,455	03/31/92	177,232	03/15/95
	Russian Fed.	5052770.13	09/18/91	2,082,436	06/27/97
	South Korea	701203/92	09/18/91	194,406	02/09/99

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Patent Applications in Preparation

<u>*Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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None

Item B. Patent Licenses

<u>*Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
United States	Cross-license: IIT Research Institute/ Stericycle			Upon last of patents to expire	Radio- frequency technology
Mexico	Stericycle, Inc.	Medam, S.A.	5/97	5/07 (w/ renewal opt.)	ETD technology
Brazil	Stericycle, Inc.	Companhia Auxiliar de Viacaoe Obras -- CAVO	7/13/98		ETD technology