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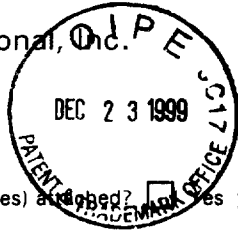
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To the Honorable Commissioner of Patent:

original documents or copy thereof.

## 1. Name of conveying party(ies):

Transmedica International, Inc.

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

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

Name: Norwood Abbey Ltd.Internal Address: Level 7Street Address: 470 Collins StreetCity: Melbourne State: Victoria 3000  
AustraliaAdditional name(s) of receiving party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: December 9, 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: \_\_\_\_\_

A. Patent Application No.(s) 08/955,789; 08/955,982;  
08/955,545; 09/447,492; 09/443,782; 08/686,418;  
08/687,708; 08/819,400; 08/792,335; 08/885,477;  
08/883,512; 07/968,862B. Patent No.(s) 4,775,361; 5,643,252;  
5,839,446Additional numbers attached? ☐ Yes ☒ No

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

Name: M. Gayle CorleyInternal Address: Friday, Eldredge & Clark  
2000 Regions CenterStreet Address: 400 W. Capitol AvenueCity: Little Rock State: AR ZIP 72201

## 6. Total number of applications and patents

involved..... 157. Total fee (37 CFR 3.41):.....\$ 600.00☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit 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.*M. Gayle CorleyDecember 16, 1999

Name of Person Signing

Signature

Date

01/04/2000 DNGUYEN 00000028 08955789

Total number of pages comprising cover  
sheet:39

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PATENT  
REEL: 010461 FRAME: 0072

**TRANSMEDICA INTERNATIONAL, INC**  
**('Chargor')**



**NORWOOD ABBEY LTD**  
**ACN 085 162 456**  
**('Chargee')**

## **FACILITY SECURITY AGREEMENT**

**Minter Ellison**  
**Lawyers**  
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**MELBOURNE VIC 3000**  
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**Ref: FEH RHE 1260840**

**FACILITY SECURITY AGREEMENT**  
(Collateral Assignment)



**DEED** dated December 9, 1999

**BETWEEN**      **TRANSMEDICA INTERNATIONAL, INC (formerly Venisect, Inc)** a Delaware Corporation with its principal place of business located at 323 Center Street, Suite 1212 Little Rock, Arkansas, USA 72201 (**'Chargor'**)

**AND**            **NORWOOD ABBEY LTD ACN 085 162 456** of Level 7, 470 Collins Street, Melbourne, Victoria, Australia (**'Chargee'**)

**RECITAL**

This document sets out the terms on which the Chargor grants a fixed charge and Security Interest to the Chargee as security for the payment of the Secured Money. For the purposes of the Uniform Commercial Code as adopted in the State of Arkansas, USA, and for the purposes of the United States Patent and Trademark Office, all references to 'Chargor' shall mean and refer to the debtor, all references to 'Chargee' shall mean and refer to the secured party, all references to 'Charge' shall mean and refer to a lien and Security Interest in the Charged Property, and all references to '**Charged Property**' shall mean and refer to the collateral herein described. All other capitalized terms used but not defined herein shall have the meanings assigned to them in the Loan Agreement.

**AGREEMENT**

**1. INTERPRETATION**

**1.1 Definitions**

In this document:

**'Attorney'** means an attorney appointed under a Collateral Security given by the Chargor.

**'Authorisation'** includes:

- (a) any consent, authorisation, registration, filing, agreement, notarisation, certificate, permission, licence, approval or exemption from, by or with a Public Authority including in respect of the Charged Property, or

(b) in relation to anything which is prohibited or restricted by law if a Public Authority takes certain action within a specified period, the expiry of that period without the Public Authority taking that action.

**'Authorised Officer'** means, in respect of the Chargee, a person holding or acting in the office of director, chief executive or secretary, or whose title includes the word 'Manager', 'Director', or a person notified to the Chargor to act as its Authorised Officer for the purposes of this document.

**'Borrower Party'** has the meaning assigned to it in the Loan Agreement.

**'Business Day'** means a week day on which banks are open for general banking business in Melbourne, Australia.

**'Charge'** means the charge created under this document.

**'Charged Property'** means the property described in Schedule 1.

**'Collateral Security'** means each present or future Security Interest, Guarantee or other document or agreement created or entered into as security (directly or indirectly) for the payment of the Secured Money or the performance by the Chargor of any of its obligations under the Loan Agreement or any other Financing Document. It includes this document.

**'Disclosure Letter'** means the letter comprising schedule 8 of the Loan Agreement.

**'Event of Default'** means each event specified in clause 7.1 (Events of Default).

**'External Administrator'** means an administrator, receiver, receiver and manager, trustee, provisional liquidator, liquidator or any other person (however described) holding or appointed to an analogous office (including an analogous office under laws of the United States of America) or acting or purporting to act in an analogous capacity.

**'Financial Indebtedness'** means any actual or contingent debt or other monetary liability arising in respect of money borrowed or raised or any financial accommodation provided.

**'Financing Document'** has the meaning assigned to it in the Loan Agreement.

**'Guarantee'** means a guarantee, indemnity, letter of credit, letter of comfort or any other obligation or irrevocable offer (whatever it is called and whatever its nature):

- (a) to provide funds (whether by the advance or payment of money, the purchase of or subscription for shares or other securities, the purchase of assets or services, or otherwise) for the payment or discharge of;
- (b) to indemnify any person against the consequences of default in the payment of;  
or
- (c) to be responsible for,

an obligation or monetary liability of another person, a dividend, distribution, capital or premium on shares, stock or other interests, or the solvency or financial condition of another person.

**'Insolvency'** of a person includes:

- (a) the Winding Up of the person;
- (b) the appointment of an External Administrator to the person;
- (c) any composition, compromise, arrangement, merger, amalgamation, reconstruction, administration, assignment for the benefit of creditors or insolvency of, by, or adversely affecting the person and any procedure which is equivalent or analogous in any jurisdiction;
- (d) the death or permanent incapacity of the person; and
- (e) commencement of bankruptcy proceedings, whether voluntary or involuntary.

**'Insurance Policy'** means each insurance policy relating to the insurance required to be obtained or maintained by the Chargor under this document.

**'LaBarge Debt'** means the money the Chargor must pay to LaBarge, Inc. to obtain a full and complete satisfaction of the Secured Promissory Note in the amount of USD2,000,000 executed by the Chargor in favour of LaBarge, Inc. on 2 June 1998, and a release of all security given therefor.

**'Loan Agreement'** means the USD Facility Agreement entered into by the Chargor and the Chargee dated on or about the date of this document, as it may be amended from time to time.

**'Loss'** means a loss, claim, action, damage, liability, cost, charge, expense, penalty, compensation, fine, outgoing or payment suffered, paid or incurred.

**'Material Adverse Effect'** means a material adverse effect on:

- (a) the effectiveness of, or the ability of any Borrower Party to observe its obligations under, a Relevant Document;
- (b) the market value or marketability of any asset the subject of this Security Agreement or a Collateral Security; or
- (c) the financial condition or business of any Borrower Party.

**'Material Document'** means:

- (a) each of the Norwood Agreements; and
- (b) each other document or agreement which is material to the business of the Chargor, the Secured Property, this Security Agreement or a Collateral Security.

**'Norwood Agreements'** means the Licence Agreement - Product Development, the License Agreement - International Manufacturing, Sales and Distribution, and the North American Supply Agreement, each entered into by the Chargor and the Chargee and dated 31 December 1998.

**'Patents'** has the meaning given in schedule 1.

**'Permitted Secured Indebtedness'** has the meaning assigned to it in the Loan Agreement.

**'Permitted Security Interest'** means, in relation to a person:

- (a) a Security Interest disclosed in the Disclosure Letter (other than the LaBarge Security);
- (b) a Collateral Security over any of the person's assets;
- (c) a Security Interest over any of the person's assets to which the Chargee has consented. It does not include a Security Interest to which the Chargee has consented on one or more conditions if those conditions are not complied with; and
- (d) a lien or charge arising by operation of law in the ordinary course of the person's ordinary business. It does not include a lien or charge that secures overdue debts.

**'Potential Event of Default'** means any event, thing or circumstance which with the giving of notice or passage of time or both would become an Event of Default.

**'Power'** means any right, power, discretion or remedy of the Chargee, a Receiver or an Attorney under any Financing Document or applicable law.

**'Public Authority'** includes the Crown, any government and any governmental, semi-governmental, public, administrative, regulatory or judicial entity. It includes a Minister (or US equivalent), a statutory corporation, a self-regulatory organisation or supervisory authority established by statute and any stock or futures exchange.

**'Receiver'** means a receiver or receiver and manager (or US law equivalent) appointed under this document or a Collateral Security.

**'Relevant Document'** has the meaning assigned to it in the Loan Agreement.

**'Secured Money'** means all money (in whatever currency) that the Chargor (whether alone or with any other person) is or may at any time be liable (actually, prospectively or contingently) to pay to the Chargee (whether alone or with any other person) on any account or in any way whatever, including by way of principal, interest, fees, costs, charges, duties, expenses, indemnity, Guarantee obligations or damages and money which the Chargor would be liable to pay but for its Insolvency. The parties acknowledge that it includes (without limitation): money advanced by the Chargee to pay any Permitted Secured Indebtedness, and monies secured by a Permitted Security Interest, and monies otherwise advanced to protect the Chargor's rights in the Charged Property or property subject to a Collateral Security, and the priority of the Chargor's Security Interest therein.

**'Security Interest'** includes a mortgage, charge, lien or pledge or any other right by way of security (including a right of set-off in respect of a deposit or a right to retain funds the subject of a flawed deposit arrangement, and a right of attachment following the entry of a money judgment) of a creditor to have its claims satisfied prior to other creditors with or from the proceeds of any asset.

**'Tax'** includes a tax, levy, duty or charge (and associated penalty or interest) imposed by a Public Authority. It includes stamp duty and other taxes of a similar nature, income, withholding and transaction taxes and duties and any tax imposed on the supply of goods and services (including the value of input tax credits that are not available to or able to be utilized by the Chargee as a consequence of advancing (or allowing to remain outstanding) the Secured Money), but does not include tax on the overall net income of the Chargee.

**'US Dollars'** and **'USD'** means the lawful currency of the United States of America.

**‘Winding Up’ includes:**

- (a) dissolution, liquidation, provisional liquidation and bankruptcy; and
- (b) any analogous or equivalent procedure in any jurisdiction including the United States of America.

## **1.2 Interpretation**

**In this document:**

- (a) other grammatical forms of defined expressions have corresponding meanings;
- (b) a reference to a party to this document includes that party’s successors and permitted substitutes and assigns;
- (c) references to ‘persons’ or words implying natural persons include bodies corporate, joint ventures, partnerships, trusts, associations, unincorporated bodies and Public Authorities;
- (d) a reference to time is a reference to Melbourne, Australia time;
- (e) ‘including’ and cognate expressions indicate what is included without limiting what may be included;
- (f) a reference to the Chargor includes a reference to the Chargor both in its own right and as trustee;
- (g) a reference to ‘property’ or an ‘asset’ includes a reference to any right or interest in, or right to use, property or assets, to future property or assets, to things in action and to intangible property or assets;
- (h) headings are inserted for convenience and do not affect the interpretation of this document; and
- (i) a reference to a document or agreement includes that document or agreement as novated, altered, supplemented or replaced except to the extent prohibited by a Financing Document.

**No provision or expression is to be construed against a party on the basis that the party (or its advisers) was responsible for the drafting of this document.**



### **1.3 Subsisting Events of Default**

An Event of Default or Potential Event of Default is 'subsisting' under this document if it has not been either:

- (a) remedied to the satisfaction of the Chargee; or
- (b) waived by the Chargee.

### **1.4 Things required to be done on a Business Day**

If anything is required by this document to be done on or by a day which is not a Business Day (other than the making of a payment), then it must be done on or by the next following Business Day. If the making of a payment is required by this document to be done on or by a day which is not a Business Day, then it must be done on or by the preceding Business Day.

## **2. CHARGE**

### **2.1 Creation**

The Chargor charges the Charged Property in favour of the Chargee as security for the due and punctual payment of the Secured Money, and grants and assigns to the Chargee a Security Interest therein. The Charge and Security Interest is a first charge and Security Interest and ranks ahead of all other Security Interests, subject to any licence agreement between the Chargor and the Chargee concerning the Charged Property.

### **2.2 Fixed charge**

The Charge is a fixed charge over the Charged Property.

### **2.3 Dealing with Charged Property**

Subject to any other Financing Document, the Chargor may not, without the prior consent of the Chargee:

- (a) dispose of, part with possession of, create or permit to exist an interest in or license of, or otherwise deal with, any of the Charged Property; or
- (b) either:

- (i) create or permit to exist a Security Interest, other than a Permitted Security Interest, over any of the Charged Property; or
- (ii) if the creation of a Security Interest cannot by law be restricted, create that Security Interest without the holder of the Security Interest first entering into a deed of priority (including an express subordination to the Security Interest herein granted to the Chargee) in form and substance acceptable to the Chargee.

## **2.4 Continuing security and discharging the Charge**

The Charge is a continuing security. It remains in effect until the Chargee gives a final discharge and release to the Chargor. The Chargor is only entitled to a final discharge if:

- (a) all of the Secured Money has been paid; and
- (b) the Chargee is satisfied that there are no amounts which will subsequently fall within the description of the Secured Money.

If the Chargor wishes to sell the Charged Property, the Chargee need not discharge the Charge unless the Secured Money is paid in full and all obligations of the Chargee to advance additional money are terminated. The Chargor may not sell the Charged Property unless:

- (c) the proposed purchaser assumes the Chargor's obligations under and undertakes to honour all other agreements between the Chargor and the Chargee, including but not limited to:
  - (i) the Norwood Agreements;
  - (ii) the Loan Agreement; and
  - (iii) this document,
- (d) the proposed purchaser is satisfactory to and approved by the Chargee in writing,

in which event the Chargor shall remain liable for the Secured Money unless and until specifically released by the Chargee.

### **3. PAYMENT OBLIGATIONS**

#### **3.1 Secured Money**

The Chargor must pay the Secured Money (free from any deduction, set-off or counterclaim) to or as directed by the Chargee:

- (a) at the times and in the way specified in the Financing Documents; and
- (b) otherwise, immediately on demand,

in the currency in which it is owed.

#### **3.2 Indemnity**

The Chargor must immediately indemnify the Chargee on demand against any Loss by the Chargee, a Receiver or an Attorney as a result of or in connection with:

- (a) the occurrence of an Event of Default or Potential Event of Default; or
- (b) the Charged Property or the exercise or attempted exercise of any Power; or
- (c) any litigation now or hereafter filed against the Chargee by (i) LaBarge, Inc., or (ii) any other party which alleges a breach of or interference with any contract or agreement to which the Chargor is a party, whether or not the Chargee is also a party to that litigation, and whether or not such litigation is pending at the time the Secured Money is loaned or thereafter.

#### **3.3 Contingent liabilities**

A payment obligation of the Chargor is not delayed or released even though the Secured Money payable by it is in respect of contingent liability of the Chargor to the Chargee in connection with the Financing Documents.

#### **3.4 Costs, Taxes, default interest and deductions, etc**

The provisions of clauses 10.4 (Deduction or withholding required), 18 (Costs and Expenses), 19 (Taxes), and 21 (Default Interest), inclusive, of the Loan Agreement apply to this document, with all necessary changes in point of detail, as if set out in full in this document.

## **4. GENERAL OBLIGATIONS**

### **4.1 Positive obligations**

The Chargor must, unless the Chargee otherwise consents:

- (a) (access)** ensure that the Charged Property is available for inspection at reasonable times by the Chargee and persons acting on the Chargee's behalf;
- (b) (Charged Property):**
  - (i)** remedy any defect in its or the Chargee's title to; and
  - (ii)** protect and defend,  
  
the Charged Property;
- (c) (Events of Default)** immediately on request by the Chargee, provide the Chargee with a certificate signed by 2 of its directors or executive officers certifying that to the best of their knowledge and belief no Event of Default or Potential Event of Default has occurred and is subsisting; and
- (d) (title documents)** immediately give to the Chargee all documents of title (or documents otherwise evidencing current and valid registrations and applications) relating to the Charged Property as soon as they are available to the Chargor or its agents, and authorize the Chargor's agents to deliver such documents directly to the Chargee after the date hereof until this document is released and discharged by the Chargee.

### **4.2 Insurance**

- (a)** The Chargor must obtain and maintain insurance over the Charged Property which is of an insurable nature for its full insurable value (or any other amount specified by the Chargee) with insurers and on terms reasonably specified by the Chargee (or, failing specification, that a prudent business person carrying on the business of the Chargor would obtain and maintain in connection with the Charged Property) having regard to the nature and location of the Charged Property and to the business of the Chargor.
- (b)** The Chargor must ensure that each Insurance Policy has the interest of the Chargee endorsed on the policy or, if the Chargee directs, is in both the names of the Chargor and the Chargee.

- (c) Proceeds of each Insurance Policy must be applied to reduce the Secured Money whether or not due.

## 5. FURTHER ASSURANCES

The Chargor must, at the Chargor's cost, do whatever the Chargee requires to more satisfactorily secure the Charged Property to the Chargee (in any relevant jurisdiction) and must make anyone else who has an interest in the Charged Property or claims under or in trust for the Chargor do the same. This includes any one or more of the following:

- (a) executing, in a form and on terms satisfactory to the Chargee, and (if applicable) paying any Taxes on and/or registering with all appropriate authorities any:
  - (i) Security Interest (including a legal or statutory mortgage over any of the Charged Property) or Guarantee securing the Secured Money and any other documents required to effect the registration in any relevant jurisdiction of such Security Interest or Guarantee, and
  - (ii) discharges or releases of the LaBarge Security; and
- (b) executing and delivering blank transfers in relation to any of the Charged Property.

## 6. CHARGOR'S REPRESENTATIONS AND WARRANTIES

### 6.1 Representations and warranties

The Chargor represents and warrants to the Chargee that:

- (a) **(Financing Documents)** each Financing Document to which it is a party is (subject to Taxes being paid on it and registration, where applicable) valid, binding and enforceable against it in accordance with its terms;
- (b) **(Collateral Securities)** each Collateral Security which is a Security Interest is an effective Security Interest having the priority contemplated in it;
- (c) **(conflicts)** its execution and performance of each Financing Document to which it is a party do not and will not:

- (i) conflict with or violate any law, judgment, ruling, order, document or agreement that binds it (including its constituent documents);
  - (ii) result in a Security Interest (other than under a Collateral Security) being created on, attaching to, or crystallising over, any of its assets; or
  - (iii) result in a default under any agreement relating to any of its Financial Indebtedness;
- (d) **(corporate authorisation)** it has taken the necessary corporate action to authorise its entry into and performance of each Relevant Document to which it is party (as well as each transaction contemplated by each such Relevant Document);
- (e) **(existing debts)** it has no Financial Indebtedness other than Permitted Financial Indebtedness.
- (f) **(ownership of assets)** it is the sole legal and beneficial owner of the Charged Property and each Collateral Security given by it;
- (g) **(assets free of Security Interests)** its assets (including the Charged Property) are free of any Security Interest other than any Permitted Security Interest;
- (h) **(Patents)** as of the date of this document, the Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or part;
- (i) **(Schedule 1)** schedule 1 includes, without limitation, all patent applications and patents in which the Chargor holds an interest, whether absolutely or by license, which are assigned to the Chargor and/or which are assignable to the Chargor;
- (j) **(Disposal of Charged Property)** the Chargor will not sell, assign, license or transfer the Charged Property or grant any other liens or Security Interest in the Charged Property without the prior written consent of the Chargee;
- (k) **(Use of Charged Property)** the Chargor will not use or permit the Charged Property to be used in violation of any law or ordinance, and will comply with the requirements of all applicable laws;
- (l) **(Acts to perfect security)** the Chargor will do all acts and things, and will execute and file all instruments requested by the Chargee to establish, maintain and continue perfected the security interests of the Chargee in the Charged Property, and will pay all costs and expenses of filing and recording, including

the costs of any searches deemed necessary by the Chargee to establish and determine the validity and priority of the Security Interest of the Chargee, and also to pay all other claims and charges which in the opinion of the Chargee might prejudice, imperil or otherwise affect the Charged Property or the Chargee's Security Interest;

- (m) **(Location of Charged Property)** the Charged Property as well as all books and records concerning same shall at all times be located at the address set out above and this is the Chargor's only place of business;
- (n) **(Chargor's name)** the Chargor's name is listed in the description of parties above and the Chargor has no other names or trade names nor has it used any other names or tradenames in the past five years;
- (o) **(no Event of Default)** no Event of Default or Potential Event of Default has occurred and is subsisting; and
- (p) **(corporate benefit)** its entry into the transactions contemplated by the Financing Documents is in its best interests and for its benefit.

## 6.2 Representations and warranties repeated

Each representation and warranty in this document:

- (a) is repeated, with reference to the facts and circumstances at the time on each day on which the Chargee provides financial accommodation to the Chargor; and
- (b) applies in its current form when repeated, despite any contrary disclosure by the Chargor or any other person, unless the Chargee agrees to waive it.

## 7. DEFAULT BY THE CHARGOR

### 7.1 Events of Default

An Event of Default occurs if any one or more of the following occurs:

- (a) **(non-payment)** the Chargor fails to pay any amount payable by it under any Financing Document, in the way and in the currency required, when due;
- (b) **(other obligation not complied with)** subject to paragraph (a), the Chargor fails to comply with any obligation under a Financing Document and, if in the

opinion of the Chargee the failure is capable of remedy, it continues unremedied for 5 Business Days after the failure;

- (c) **(undertaking not complied with)** an undertaking given to the Chargee or the Chargee's lawyers by the Chargor or another person in connection with a Financing Document is not complied with within the period specified in the undertaking, or, if no period is specified, within 2 Business Days of the giving of the undertaking;
- (d) **(incorrect statement or representation)** a statement, representation or warranty made by or on behalf of the Chargor in a Financing Document, or in a document provided in connection with a Financing Document, is untrue, incorrect or misleading in a material respect when made or repeated;
- (e) **(cross default - Financial Indebtedness)** Financial Indebtedness (other than Permitted Financial Indebtedness) of the Chargor:
  - (i) becomes due and payable, or capable of being declared due and payable, before its due date; or
  - (ii) is not paid when due or within any applicable grace period;
- (f) **(cross default - Financing Document)** an event of default (however described) occurs under any Financing Document;
- (g) **(cross default - Material Document)** a party to a Material Document (other than those pertaining to Permitted Financial Indebtedness) fails to comply with any material obligation under it or an event of default (however described) occurs under it;
- (h) **(judgment)** other than in respect of Permitted Financial Indebtedness, any judgment is obtained against the Chargor for an amount exceeding USD 20,000 or its equivalent and is not satisfied or stayed within 10 Business Days;
- (i) **(Security Interest)** any Security Interest over an asset of the Chargor is enforced or becomes enforceable;
- (j) **(Guarantee)** any Guarantee is enforced or becomes enforceable against the Chargor;
- (k) **(insolvency)** other than in respect of Permitted Financial Indebtedness, the Chargor is or is deemed or is capable of being deemed insolvent under the laws of any applicable jurisdiction;



- (l) **(grounds for Winding Up)** other than in respect of Permitted Financial Indebtedness, a ground exists under any law of an applicable jurisdiction on which the Chargor may be Wound Up;
- (m) **(Winding Up):**
  - (i) an order is made for the Winding Up of the Chargor;
  - (ii) an application is made for the Winding Up of the Chargor and is not withdrawn or dismissed within 5 Business Days; or
  - (iii) an effective resolution is passed or a meeting is summoned or convened to consider a resolution for the Winding Up of the Chargor,except with the consent of the Chargee;
- (n) **(External Administrator)** an External Administrator is appointed to the Chargor or any of its assets or any step is taken to do so;
- (o) **(enforcement proceedings)** execution or distress takes place or is attempted or an order to execute a judgment (however described) is made against the Chargor or any of its assets;
- (p) **(creditors)** other than in relation to Permitted Financial Indebtedness, the Chargor stops or suspends payment to creditors generally;
- (q) **(deregistration)** a step is taken under a law of any applicable jurisdiction to cancel the registration or incorporation of the Chargor;
- (r) **(arrangements with creditors)** the Chargor enters into an arrangement, assignment or composition with or for the benefit of its creditors generally or any class of them or proposes to do so;
- (s) **(bankruptcy)** the Chargor files for bankruptcy protection, or is involuntarily placed in bankruptcy and that action is not dismissed within thirty (30) days;
- (t) **(Chargee named in litigation)** the Chargee is named in any litigation or quasi-judicial proceeding with respect to its rights under the Financing Documents or in the Charged Property;
- (u) **(analogous event)** anything analogous or having a similar effect to an event listed in paragraphs (j) - (t) above occurs;

- (v) **(investigation)** a person is appointed under any legislation to investigate any part of the affairs of the Chargor and that investigation, or an adverse finding by the investigator, in the opinion of the Chargee, would have or be likely to have a Material Adverse Effect;
- (w) **(business stopped or changed)** the Chargor stops or threatens to stop carrying on its business or a material part of it or substantially changes the nature of its business without the consent of the Chargee;
- (x) **(capital reduction)** the Chargor:
  - (i) takes action to reduce its share capital (other than by redeeming redeemable preference shares) or to buy back its shares; or
  - (ii) passes a resolution:
    - (A) that the whole or part of its unpaid share capital may be called up only if it becomes an externally administered body corporate; or
    - (B) concerning the provision of financial assistance to a person intending to acquire shares (or units of shares) in the Chargor or a holding company of the Chargor,or a meeting to consider such a resolution is summoned or convened, without the consent of the Chargee;
- (y) **(Authorisation)** any Authorisation which is:
  - (i) necessary for the execution, delivery or performance by the Chargor, or the validity or enforceability, of a Financing Document;
  - (ii) material to the conduct by the Chargor of its business; or
  - (iii) necessary for the effectiveness as a Security Interest (with the priority contemplated in it) of this document and each Collateral Security which is a Security Interest,

is not obtained or maintained on terms acceptable to the Chargee or is revoked;

(z) **(unenforceability):**

- (i) all or part of any Financing Document is terminated, void, avoided, illegal, invalid, unenforceable or limited in its effect; or
- (ii) any party has the right to terminate, rescind or avoid all or part of any Financing Document,

or any party other than the Chargee so alleges;

(aa) **(change in constituent documents)** the Chargor changes its constituent documents in a material respect without the consent of the Chargee;

(bb) **(action by Public Authorities or breaches of law or of Authorisation):**

- (i) any Public Authority takes any action;
- (ii) there is any claim or requirement of substantial expenditure or alteration of activity under, or breach of, any law; or
- (iii) there is any breach or threatened breach of any Authorisation,

which in the opinion of the Chargee would have or be likely to have a Material Adverse Effect or any circumstance arises which may give rise to any such action, claim, requirement or breach;

(cc) **(appropriation):**

- (i) all or a material part of the assets of the Chargor are compulsorily acquired by a Public Authority or a Public Authority orders the sale, divestiture or deregistration of those assets; or
- (ii) a Public Authority takes a step for the purpose of doing so or proposes to do so; or

(dd) **(Material Adverse Effect)** an event or series of events (whether related or not) occurs which, in the opinion of the Chargee, would have or be likely to have a Material Adverse Effect.

## 7.2 Acceleration of Chargor's payment obligations

If an Event of Default occurs, the Chargee may by notice to the Chargor declare that the Secured Money is immediately due and payable. On receipt of that notice, the Chargor must immediately pay the Secured Money to the Chargee.

## **8. CHARGEES' POWERS**

### **8.1 Generally**

- (a) After an Event of Default, the Chargee may do the things which a mortgagee or an absolute owner could do to the Charged Property and exercise the rights, powers and remedies of a mortgagee or an absolute owner of the Charged Property (including the Powers given to a Receiver under the *Corporations Law*) and all rights or remedies provided by the Uniform Commercial Code as enacted in Arkansas, USA.
- (b) The Chargee need not make a demand or give notice to anyone before doing these things or exercising any of these powers, except if notice is required as described in clause 8.6 (Notice or lapse of time required before rights exercised).

### **8.2 To discharge or acquire prior Security Interest**

- (a) After an Event of Default, the Chargee may do any one or more of the following:
  - (i) purchase a debt secured by a prior Security Interest;
  - (ii) pay the amount required to discharge or satisfy that debt; and
  - (iii) take a transfer or assignment of that Security Interest and any Guarantee, document or right ancillary or collateral to it.
- (b) If the Chargee exercises its rights under paragraph (a):
  - (i) the Chargor is indebted to the Chargee for the same amount paid by the Chargee or the amount of the debt acquired (whichever is higher) and that debt is immediately payable to the Chargee and forms part of the Secured Money;
  - (ii) the person with the benefit of the prior Security Interest need not enquire whether there is any money owing under a Financing Document; and

- (iii) the Chargor irrevocably directs any person with the benefit of a prior Security Interest to give the Chargee any information it requires in connection with the prior Security Interest.

### **8.3 To appoint Receivers**

After an Event of Default, the Chargee may do any one or more of the following:

- (a) appoint one or more persons to be a Receiver or receiver and manager of all or any of the Charged Property, with the powers and rights described in this clause and in clause 9 (Receiver's powers);
- (b) remove any Receiver; and
- (c) appoint another Receiver to replace or in addition to a Receiver.

### **8.4 To appoint more than one Receiver**

If the Chargee appoints 2 or more persons to be Receivers, the Chargee may appoint them to act jointly, severally or jointly and severally. If it is not specified in the instrument of appointment, the Receivers are appointed to act severally.

### **8.5 To pay the Receiver**

The Chargee may fix the remuneration of a Receiver at an amount agreed between the Chargee and the Receiver.

### **8.6 Notice or lapse of time required before rights exercised**

- (a) If notice or lapse of time is required under any statute before the Chargee can exercise a Power, then that notice or lapse of time is dispensed with.
- (b) Paragraph (a) only applies if the relevant statute allows notice or lapse of time to be dispensed with.
- (c) If the relevant statute does not allow notice or lapse of time to be dispensed with, but allows it to be shortened, then for the purposes of this document, the period of notice or lapse of time is one day.

### **8.7 To give up possession and terminate receivership**

The Chargee may at any time give up possession of the whole or any part of the Charged Property or terminate a receivership, or both.

## **8.8 Cure any Default**

The Chargee may at any time cure any default (however defined) of the Chargor under any other agreement with any other party, whether by the payment of money or the performance of any other obligation, and the money so advanced shall be deemed to be part of the Secured Money, with all of the rights accruing to the Chargee with respect thereto which the Chargee has concerning the Secured Money.

## **9. RECEIVER'S POWERS**

### **9.1 General**

Unless the terms of the Receiver's appointment say otherwise, the Receiver has the following powers over the Charged Property which the Receiver is appointed to deal with:

- (a) all the rights, powers, discretions or remedies given by law to mortgagees in possession, receivers or receivers and managers; and
- (b) all the Powers of the Chargee under this document and at law (other than the power to appoint Receivers).

The Receiver may exercise these rights and powers in the name of the Chargor or otherwise.

### **9.2 Receiver is agent of Chargor**

To the extent permitted by law, a Receiver is the agent of the Chargor and the Chargor alone is responsible for the Receiver's acts and defaults. A Receiver may become the agent of the Chargee if the Chargee gives a notice to the Receiver in writing to that effect. The Chargee may appoint a Receiver even if a resolution or order to Wind Up the Chargor has been passed or made and even though the Receiver may not, or may not in some respects, act as the Chargor's agent.

## **10. PROTECTION OF CHARGE, RECEIVER AND ATTORNEY**

To the extent permitted by law, neither the Chargee nor any Receiver or Attorney is liable in relation to any act or omission on its part in the exercise or non-exercise of any Power (including any negligence or breach of duty) nor for any resulting Loss, except a Loss arising from willful and intentional misconduct of the Chargee in bad faith.

## **11. PROTECTION OF THIRD PARTIES**

### **11.1 Persons dealing not bound to enquire**

A person dealing with the Chargee, a Receiver or an Attorney need not enquire whether:

- (a) there has been a default under a Financing Document or whether a Receiver or an Attorney has been properly appointed; or
- (b) the Chargee, a Receiver or an Attorney has executed or registered an instrument or exercised a Power properly or with authority,

and whenever the Chargee, a Receiver or an Attorney deals with the Charged Property, that dealing is authorised and valid as far as anyone involved with that dealing is concerned despite any actual or constructive notice to the contrary.

### **11.2 Receipts**

The receipt of the Chargee, a Receiver or an Attorney for any money payable to or asset receivable by it discharges the person paying that money or delivering the asset to the extent of the payment or delivery (as the case may be).

## **12. POWER OF ATTORNEY**

### **12.1 Appointment and powers**

The Chargor for valuable consideration appoints the Chargee, each Authorised Officer of the Chargee and each Receiver separately as its attorney to do any one or more of the following on the Chargor's behalf and in the name of the Chargor or the attorney:

- (a) anything which the Chargor must do under a Financing Document or under law in connection with a Financing Document;

- (b) anything which the attorney considers necessary or expedient for giving effect to or perfecting any Financing Document;
- (c) anything which the attorney is expressly empowered to do under this document or another Financing Document on behalf of the Chargor; and
- (d) on the occurrence of an Event of Default, anything which, in the opinion of the attorney, gives effect to a Power or its exercise,

including executing any documents, and the Chargor agrees to ratify anything done by an attorney under this power of attorney.

#### **12.2 Attorney may delegate powers**

An attorney appointed under this document may delegate its powers (including the power to delegate) to any person for any period and may revoke the delegation.

#### **12.3 Purpose**

The power of attorney created under this clause is irrevocable and is granted to secure the performance by the Chargor of the Chargor's obligations under each Financing Document to which it is a party.

### **13. DEPOSITED DOCUMENTS**

Any document deposited with the Chargee by the Chargor or on its behalf, including any transfer in blank, may be completed, dealt with and given effect to on enforcement of this document without any further act on the part of the Chargor.

### **14. CHARGOR'S OBLIGATIONS - PERFORMANCE BY CHARGEЕ**

The Chargee may do anything which the Chargor must do under this document but does not do or does not do to the Chargee's satisfaction.



## 15. NOTICES AND DEMANDS

### 15.1 How given

(a) Subject to paragraph (b), a notice, request, demand, approval, consent or other communication ('Notice') given by a party in connection with this document:

(i) must be in writing, in English and given by the party, a director, secretary or solicitor of the party or, in the case of the Chargee, an Authorised Officer;

(ii) must be left at or sent by prepaid ordinary post (airmail if posted to or from a place outside Australia) to, or sent by facsimile or E-mail to:

(A) in the case of the Chorgor:

Address: 323 Center Street, Suite 1210, Little Rock,  
Arkansas, USA 72201  
Attention: Mr. Charles Vestal  
Facsimile: 501/376-3969  
E-mail: chvestal@transmedicainternationalinc.com

with a copy to:

Address: Dover & Dixon  
425 West Capitol Ave., 37th Floor  
Little Rock, Arkansas, USA 72201  
Attention: Mr. Michael Johns  
Facsimile: 501-375-6484; and  
mjohns@doverdixon.com

(B) in the case of the Chargee:

Address: Level 7, 470 Collins Street  
Melbourne, Victoria, 3000  
Australia  
Attention: Peter Hansen  
Facsimile: 0011 61 3 9775 4699  
E-mail: [pjhansen@norwoodabbey.com.au](mailto:pjhansen@norwoodabbey.com.au)

with a copy to:

Address:

Minter Ellison  
525 Collins Street  
Melbourne, Victoria, 3001  
Australia

Attention: Mr. John Steven

Facsimile: 0011 613 9229 2666

E-mail: john.steven@minters.com.au

or if the addressee notifies another address or facsimile number, then to that address or facsimile number.

- (b) Paragraph (a) does not limit any other provision for the giving of Notices contained in any Financing Document or in any law.

## **15.2 Effect**

Unless a later time is specified in it, a Notice takes effect from the time it is received.

## **15.3 Deemed receipt**

A Notice is taken to be received:

- (a) in the case of a posted Notice, on the third Business Day after posting for domestic mail and seventh Business Day after posting for international mail;
- (b) in the case of facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and
- (c) in the case of e-mail, on production of a transmission report by the machine from which the e-mail was sent which indicates that the e-mail was sent in its entirety to the e-mail address of the recipient,

but if the delivery or receipt is on a day which is not a business day in the place of delivery or receipt or is after 4.00pm (addressee's time), it is taken to be received at the commencement of business on the next day which is a business day in that place.

## **16. PRESERVING THE CHARGEES' POWERS**

### **16.1 Preservation**

- (a) The fact that the Chargee or a Receiver exercises, does not exercise, or delays the exercise of, any Power does not affect, or constitute a representation in relation to, the Power or any other Power.
- (b) Without limiting paragraph (a), the fact that the Chargee or a Receiver exercises a Power does not prevent the Chargee or Receiver from exercising that Power again.
- (c) Unless expressly provided in a Financing Document, no Power nor any Financing Document merges in, adversely affects or is adversely affected by any other Power or Financing Document or any Security Interest, judgment or remedy which the Chargee or a Receiver (or anyone claiming through either of them) may have or obtain.

## **16.2 No obligation to exercise rights or give consent**

Each of the Chargee and a Receiver may:

- (a) exercise or not exercise any Power;
- (b) give or not give its consent; and
- (c) make or not make a decision,

under this document in its absolute discretion unless this document expressly provides otherwise. A consent given by the Chargee or a Receiver subject to conditions does not take effect until the conditions are complied with to the satisfaction of the Chargee or Receiver.

## **16.3 Powers**

- (a) The Powers provided by the Financing Documents are cumulative and not exclusive of any other rights, powers, discretions or remedies provided by law.
- (b) Where a Power under the Financing Documents is inconsistent with a Power at law, the Financing Documents prevail to the extent permitted by law. A Power at law is not inconsistent with the Financing Documents merely because it is more extensive than a similar Power in the Financing Documents or because there is no similar Power in the Financing Documents.

## **16.4 Choice of securities and Guarantees**

The Chargee need not resort to any Security Interest, Guarantee or any other Power before resorting to any other of them.

## **16.5 Indemnities generally**

Each indemnity in the Financing Documents:

- (a) is absolute and unconditional;
- (b) is a continuing obligation despite any settlement of account or the occurrence of any other thing;
- (c) must be discharged without set-off, deduction, abatement, counterclaim, suspension or deferment;
- (d) constitutes a separate and independent obligation of the party giving the indemnity from its other obligations under the Financing Documents; and
- (e) survives termination of any Financing Document.

It is not necessary for the Chargee or a Receiver to incur an expense or make a payment before enforcing a right of indemnity conferred by a Financing Document.

## **16.6 Consent and waivers**

A consent or waiver by the Chargee or a Receiver in relation to the Financing Documents is effective only if in writing.

## **16.7 Avoidance of transaction**

If any payment or other transaction relating to the Secured Money is void, voidable, unenforceable or defective or is claimed to be so (each an 'Avoidance of Payment') and that claim is upheld or settled then:

- (a) the liability of the Chargor under each Financing Document and each Power will be what it would have been but for the Avoidance of Payment; and
- (b) the Chargor must immediately execute all documents and do all other things necessary or required by the Chargee to restore the Chargee to the position it was in immediately before the Avoidance of Payment (including reinstating any Financing Document),

even if the Chargee knew or ought to have known that the payment or transaction was void, voidable, unenforceable or defective.

## **16.8 Effect of release**

A full or partial release of this Charge by the Chargee does not release the Chargor from personal liability under this document until the Chargee receives the Secured Money, regardless of any receipt given, payout figure quoted or other form of account stated or error or miscalculation by the Chargee.

## **17. OTHER PROVISIONS**

### **17.1 Notification from Chargor**

If the Chargor is required under this document to notify the Chargee about anything, it must do so in writing.

### **17.2 Chargee may set off**

Without any demand or notice, the Chargee may, if an Event of Default is subsisting, set off and apply indebtedness it owes to the Chargor (whatever the currency) against any money owing to it by the Chargor under any Financing Document.

### **17.3 Chargor may not set off**

The Chargor may not (either directly or indirectly) claim, exercise or attempt to exercise a right of set-off or counterclaim against the Chargee (whether the right is the Chargor's or any other person's) or any other right which might have the effect of reducing the Secured Money.

### **17.4 Notices or demands as evidence**

A notice or certificate from or demand by the Chargee in relation to the Financing Documents is taken to be correct unless the contrary is proved.

### **17.5 Severability**

- (a) A construction of a Financing Document that results in all provisions being enforceable and effective is to be preferred to a construction that does not.
- (b) If, despite the application of paragraph (a), a provision of a Financing Document is illegal, unenforceable or ineffective, then the provision will be

inoperative, but only to the extent to which, and during such time as, it is illegal, unenforceable or ineffective, and the remainder of the Financing Document will continue in force.

- (c) To the extent permitted by law, the Chargor will use its best endeavours (including by obtaining any necessary Authorisation) to include within the scope of clauses 2 (Charge) and 3 (Payment obligations) any property or obligation which is within the scope of the definition of Charged Property or Secured Money but with respect to which either clause is deemed inoperative under paragraph (b).

#### **17.6 Variation of agreement**

A variation of a Financing Document must be in writing and signed by or on behalf of each party to it.

#### **17.7 Suspense account**

- (a) The Chargee may credit money received in or towards satisfaction of the Secured Money (including dividends received in any Insolvency) to a suspense account. The Chargee may keep the money in that account for as long as, and at whatever interest rate, the Chargee thinks fit. The Chargee may apply the money (including interest) to reduce the Secured Money whenever the Chargee thinks fit.
- (b) If the Secured Money has been fully and finally paid or discharged and the Chargee is satisfied that such payment or discharge is not liable to be set aside, avoided or reversed, then the balance standing to the credit of the suspense account and any accrued interest must be paid to or for the account of the Chargor and the Chargee will not have any further liability in relation to it.

#### **17.8 Applying receipts**

The Chargee may apply or appropriate money received from any person to reduce the Secured Money in the order, and to satisfy whatever part of the Secured Money, the Chargee sees fit. The application will override any appropriation made by the Chargor.

#### **17.9 Surplus proceeds**

If surplus money remains in the hands of the Chargee (or a Receiver or an Attorney) after payment in full of the Secured Money (and after the making of any payment the Chargee, Receiver or Attorney has the right or obligation to make under the Financing Documents or by law):

- (a) no trust arises over that surplus money; and
- (b) subject to clause 17.7 (Suspense account), the surplus money does not carry interest and the Chargee, Receiver or Attorney may pay it to an account in the name of the Chargor with any bank. On doing so, the Chargee, Receiver or Attorney will have no further liability in relation to it.

#### **17.10 Credit of available funds**

In applying money towards the satisfaction of the Secured Money:

- (a) the account of the Chargor will be credited with only so much of the money available for the purpose as is actually received by the Chargee and not credited to a suspense account; and
- (b) the credit will date from the time of receipt (as determined by the Chargee).

#### **17.11 Payments after notice of subsequent Security Interests**

- (a) Any legal rule to the effect that the earliest payment into an account is deemed to be the first to be withdrawn or that the earliest debit is deemed to be the first to be extinguished will not, to the extent legally possible, apply to reduce the amount of the Secured Money for which the Chargee may claim priority as against the holder of any other Security Interest.
- (b) To the extent that a legal rule of the type described in paragraph (a) is applicable and will have the effect described in that paragraph, any money forming part of the Secured Money which is received by the Chargee will be applied (or deemed to have been applied) progressively in reduction of later debits, beginning with the latest debit.

#### **17.12 The Chargee may assign rights**

- (a) The Chargee may assign its rights under this document without the consent of the Chargor. If it does so, the Secured Money will include all liabilities of the Chargor to the assignee which are within the scope of the definition whether or not the liabilities arose or were contemplated before the date of the assignment and all liabilities of the Chargee to the assignee.
- (b) Subject to the Financing Documents, the Chargee may disclose to a potential assignee any confidential information provided to the Chargee by the Chargor.

### **17.13 Governing law and jurisdiction**

This document is governed by the substantive law applicable in Victoria, Australia and the Chargor irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia; provided, however, that the parties hereto acknowledge that the perfection of Security Interests created under this document in the Charged Property, the priority of those Security Interests and the enforcement thereof, and any Insolvency or Winding Up proceedings involving the Chargor, shall be governed by the laws of the United States of America and the State of Arkansas.

### **17.14 Attorneys**

Each attorney signing this document under a power of attorney certifies, by the attorney's signature, that the attorney has no notice of the revocation of the power of attorney.

### **17.15 Counterparts**

This document may be executed in any number of counterparts, and all signatures, taken together, shall constitute one original.

## **18. BINDING EFFECT OF THIS DOCUMENT**

**This document is not binding until executed by the Chargor and delivered to, and accepted and executed by, the Chargee in Australia.**



## SCHEDULE 1 CHARGED PROPERTY

This constitutes Schedule 1 to the Facility Security Agreement dated December 9, 1999 by and between Transmedica International, Inc. and Norwood Abbey Ltd.

**'Charged Property'** means all of the Chargor's right, title and interest in and to each of the following, wherever located and whether now owned or hereafter existing or now owned or hereafter acquired or arising:

- (a) all patent rights, patents, patent applications, patents pending, and letters patent listed in the tables attached hereto as **Schedule 1A**, including, without limitation, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and any licence or other right to use or to grant the use of or to be the registered owner or user of any of them (collectively called the **'Patents'**);
- (b) all existing inventions owned by or developed for the Chargor for which patent applications have not yet been filed; all research and product development, drawings, specifications, regulatory approvals, permits, clinical trial documentation, technical documentation, samples, prototypes, know-how, tests, studies, experiments, documents, correspondence, notes, files and other information pertaining to the Patents, inventions and the other foregoing rights, whether or not resulting in a Patent, and all rights therein and benefits derived and to be derived therefrom, including all correspondence and other communications, notes and files relating to the distribution, sale, licensing or other use thereof, including but not limited to distributors, potential distributors and pharmaceutical companies (collectively called the **'R & D'**); and
- (c) the right to sue for past and future infringements of Patents and other rights described herein; all cash and non-cash proceeds (such as, by way of example, license royalties and other income, damages payable from infringement suits, or otherwise, and other payments presently or hereafter due), substitutes, replacements, accretions, accessions and products of any of the Patents and the R & D; together with all certificates thereof and records pertaining thereto, whether in paper form, stored on a computer hard drive or disc, in magnetic form, or otherwise, including in any form not now known but hereafter invented or discovered (collectively called the **'Patent and R& D Proceeds and Records'**).

**Schedule 1A  
Patents**

**Table - US Patent or application numbers:**

Application or Patent No.	Issue or Filing Date	Inventor(s)	Owner(s)	Title	National Filings
4,775,361	10/04/88	Steven L. Jacques Daniel J. McAuliffe Irvin H. Blank John A. Parrish	The General Hospital Corporation *	Controlled Removal of Human Stratum Corneum by Pulsed Laser To Enhance Percutaneous Transport	
08/126,241 5,643,252 L&L203/200	09/24/93 07/01/97	Milton Waner Stephen T. Flock Charles H. Vestal	Transmedica International Inc. **	Laser Perforator	EPO, Japan, Canada
08/784,982 5,839,446 L&L220/160	01/17/97 11/24/98	Milton Waner Stephen T. Flock Charles H. Vestal	Transmedica International Inc. **	Laser Perforator (Div of 5,643,252)-Method Claims	
08/955,789 (allowed) L&L228/254	10/22/97	Stephen T. Flock Kevin S. Marchitto	Transmedica International Inc.	Improved Laser Assisted Pharmaceutical Delivery and Fluid Removal (CIP of 08/792,335, which is a CIP of 5,643,252)	
08/955,982 (allowed) L&L227/153	10/22/97	Stephen T. Flock Kevin S. Marchitto	Transmedica International Inc.	Interstitial Fluid Monitoring (CIP of 08/792,335, which is a CIP of 5,643,252)	
08/955,545 (pending) L&L226/143	10/22/97	Stephen T. Flock Charles H. Vestal Kevin S. Marchitto Paul Lehman	Transmedica International Inc.	Laser Assisted Topical Anesthetic Permeation (CIP of 08/792,335, which is a CIP of 5,643,252)	AU, BR, CA, CN, EA, EP, IL, JP, MX, NZ, SG
09/447,492 (pending) L&L248/052	11/23/99	Milton Waner Stephen T. Flock Charles H. Vestal	Transmedica International Inc.	Laser Perforator (CIP of 08/686,418, which is a CIP of 5,643,252)	
L&L248/170	to be filed	Milton Waner Stephen T. Flock Charles H. Vestal	Transmedica International Inc.	Laser Perforator (Div of 09/447,492)	
09/443,782 (pending) L&L248/014	11/19/99	Stephen T. Flock Kevin S. Marchitto	Transmedica International Inc.	Interstitial Fluid Monitoring (CIP of 08/955,982)	
L&L248/184	to be filed	Stephen T. Flock Kevin S. Marchitto	Transmedica International Inc.	Improved Laser Assisted Pharmaceutical Delivery and Fluid Removal (DIV of 08/955,789)	

\* Transmedica International, Inc. holds a license pursuant to the License Agreement dated September 1, 1994, as amended April 16, 1998, between The General Hospital Corporation as Licensor and Venisect, Inc. as Licensee. Upon the merger of Venisect, Inc. and Transmedica International, Inc (see below), this license was transferred to Transmedica International, Inc.

\*\* Venisect, Inc. merged with and into Transmedica International, Inc. on November 26, 1997, with Transmedica International, Inc. being the surviving corporation. Articles of Merger were recorded with the U.S. Patent and Trademark Office for each case initially assigned to Venisect, Inc. that was not abandoned at the time of the merger.

**Schedule 1A****(Cont.)**

**Table of US Patents or application numbers (some of the above are Continuations in Part or Divisionals of the applications listed below, some of which may have been abandoned):**

<b>Application or Patent No.</b>	<b>Issue or Filing Date</b>	<b>Inventor(s)</b>	<b>Owner(s)</b>	<b>Title</b>	<b>National Filings</b>
08/686,418 (abandoned) L&L219/211	07/26/96	George Dube Donald D. Sidler Stephen T. Flock	Transmedica International Inc. **	Laser With Matte Crystal Element and Container Unit	PCT
08/687,708 (abandoned) L&L221/073	07/26/96	Charles H. Vestal Stephen T. Flock Milton Waner	Transmedica International Inc. **	Laser With Matte Crystal Element and Container Unit	PCT
08/819,400 (abandoned) L&L220/143	03/17/97	Stephen T. Flock Paul Lehman	Transmedica International Inc.	Laser Assisted Treatment of Onychomycosis	
08/792,335 (abandoned) L&L223/022	1/31/97	Stephen T. Flock Kevin S. Marchitto Charles H. Vestal Paul Lehman	Transmedica International Inc.	Laser Assisted Topical Anesthetic Permeation (CIP of 5,643,252)	
08/885,477	06/30/97		Veniselect, Inc.	Irradiation Enhanced Permeation and Collection	
08/883,512	06/25/97		Veniselect, Inc.	Irradiation Enhanced Permeation and Delivery	
07/968,862 (abandoned) L&L199/240	10/28/92	Vladimir P. Zharov Boris V. Zubov Valentin A. Gruzdev Vladimir N. Budnik Igor N. Troitsky Milton Waner Stephen T. Flock Vladimir Y. Ivashkov	Veniselect, Inc.	Laser Perforator	see 203/200

\*\* Veniselect, Inc. merged with and into Transmedica International, Inc. on November 26, 1997, with Transmedica International, Inc. being the surviving corporation. Articles of Merger were recorded with the U.S. Patent and Trademark Office for each case initially assigned to Veniselect, Inc. that was not abandoned at the time of the merger.

EPO means European Patent Office  
BR means Brazil  
SG means Singapore  
EA means Eurasian  
IL means Israel  
MX means Mexico

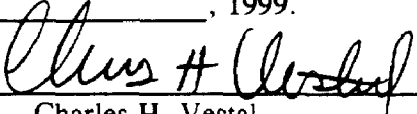
AU means Australia  
CA means Canada  
CN means China  
EP means European Patent Office  
JP means Japan  
NZ means New Zealand

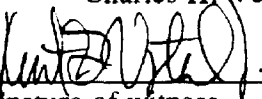


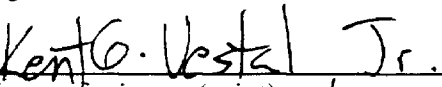
**EXECUTED** as a deed

**CHARGOR:**

**SIGNED** by Charles H. Vestal,  
President of **TRANSMEDICA**  
**INTERNATIONAL, INC**, in the presence of  
the witness who signs below pursuant to  
corporate resolution dated  
\_\_\_\_\_, 1999.

  
\_\_\_\_\_  
Charles H. Vestal

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Name of witness (print)

**CHARGE:**

~~This document is accepted and approved by~~  
~~Norwood Abbey Ltd~~ in \_\_\_\_\_, Australia  
on this ..... day of December, 1999  
and by the signature of **Norwood Abbey Ltd**  
below becomes binding on all parties hereto.

**SIGNED** by )  
as attorney for **NORWOOD ABBEY LTD** )  
under power of attorney dated )  
at \_\_\_\_\_ )  
in the presence of )

Signature of witness

~~Name of witness (print)~~

ACKNOWLEDGMENT

COUNTY OF PULASKI )

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named Charles H. Vestal, being the President of **TRANSMEDICA INTERNATIONAL, INC.**, a Delaware corporation, who had been designated by said corporation to execute the foregoing instrument, to me personally well known, who stated he was the President of **TRANSMEDICA INTERNATIONAL, INC.** and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9<sup>th</sup> day of December, 1999.

My Commission expires:

6/14/06

AUSTRALIA

CANBERRA, A C T



NOTARY PUBLIC

STATUTORY DECLARATION

~~On this day before me, a Solicitor, duly authorised, qualified and acting within and for said Territory, appeared in person the within named \_\_\_\_\_, being the person holding a power of attorney for and on behalf of **NORWOOD ABBEY LTD ACN 085 162 456**, a limited company incorporated in Melbourne, Victoria, Australia, who had been appointed by said corporation to execute the foregoing instrument, to me personally well known, who stated he was the person holding a power of attorney for and on behalf of **NORWOOD ABBEY LTD** and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.~~

~~IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of December, 1999.~~

~~Signature of Solicitor~~~~Printed name of Solicitor~~

COMMONWEALTH OF AUSTRALIA

Statutory Declaration

I, Roger de Brouwer, Legal Practitioner of Minter Ellison, 1st Floor Canberra House, 40 Marcus Clarke Street, Canberra City in the Australian Capital Territory, do solemnly and sincerely declare that on this day before me, a Legal Practitioner, duly authorised, qualified and acting within and for said Territory, appeared in person the within named Dale Roger Louis Boucher, being the person holding a power of attorney for and on behalf of **NORWOOD ABBEY LTD ACN 085 162 456**, a limited company incorporated in Melbourne, Victoria, Australia, who had been appointed by said corporation to execute the foregoing instrument, to me personally well known, who stated he was the person holding a power of attorney for and on behalf of **NORWOOD ABBEY LTD** and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

And I make this solemn declaration by virtue of the *Statutory Declarations Act 1959*, and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

DECLARED at Canberra this 13th day of  
December 1999 before me

)  
)  
)  
) *Roger de Brouwer*  
) .....

Before me:

*M Jerga*  
.....  
**Stefan Jerga** (Signature)  
.....  
(Title)

*Legal Practitioner  
40 Marcus Clarke St  
Canberra ACT*