

04-19-2000

U.S. Department of Commerce
Patent and Trademark Office



101324818

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

PATENT
RECEIVED
MAR 21 4 08 PM '00
U.S. PATENT & TRADEMARK OFFICE
ADDITIONAL FEE PROCESS.

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID#
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☒ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other
- 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
2-3-2000

Name (line 1) IRISCAN, INC

Name (line 2)

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) COMMERCE BANK, N.A.

Name (line 2)

Address (line 1)

Address (line 2) 1701 ROUTE 70 EAST

Address (line 3) CHERRY HILL

City

NEW JERSEY

State/Country

08034-5400

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)

04/19/2000 DNGUYEN 00000015 09199369

FOR OFFICE USE ONLY

01 FC:581

480.00 0P

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

REEL: 010696 FRAME: 0138

Correspondent Name and Address

Area Code and Telephone Number 800-833-9848

Name TONYA CHAPPLE

Address (line 1) C/O CSC

Address (line 2) 80 STATE STREET

Address (line 3) ALBANY, NEW YORK 12207

Address (line 4)

Pages

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

10

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)

09/199,369

09/200,214

09/449,295

729,638

703,312

09/209,344

09/437,103

09/310,302

09/452,603

09/396,083

09/436,804

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.

12

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 480.00

Method of Payment:
Deposit Account

Enclosed ☒

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.

TONYA CHAPPLE

Name of Person Signing

Tonya Chapple

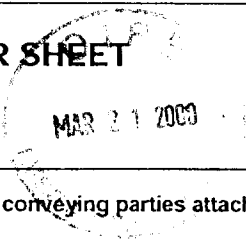
Signature

3-17-2000

Date

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT



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)

09/436,525

PATENT SECURITY AGREEMENT

This Patent Security Agreement ("Agreement") is made this 3rd day of February, 2000, by IRISCAN, INC., a Delaware corporation having a mailing address of 9 East Stowe Drive, Suite F, Marlton, New Jersey 08054 ("Borrower") and delivered to COMMERCE BANK, N.A. ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Second Amendment and Modification to Loan and Security Agreement of even date herewith between Borrower and Lender (as it may hereafter be amended, supplemented or replaced, the "Loan Agreement"), under which Borrower is granting Lender a lien on and security interest in certain assets of Borrower associated with or relating to services or products sold under Borrower's Patent Collateral (as defined herein), and under which Lender is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has adopted, used and is using (i) the United States Letters Patents and the inventions described and claimed therein set forth on Schedule A hereto (hereinafter referred to collectively as the "Patents"); (ii) the application for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patents which may be issued upon any of said applications (hereinafter referred to collectively as the "Applications"); (iii) any reissues, extension, division or continuation of the Patents or Applications (such reissues, extension, divisions and continuations being herein referred to collectively as the "Reissued Patents"); and (iv) all future royalties or other fees paid or payments made to Borrower in respect of the Patents (hereinafter referred to collectively as the "Royalties"), (the Patents, Applications and the Reissued Patents and the Royalties being herein referred to collectively as the "Patent Rights").

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on, security interest in and a license to use the Patent Collateral (as defined herein) and the registration thereof, as security for all of Borrower's Obligations (as defined in the Loan Agreement), and Lender desires to have its security interest in such Patent Collateral confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrower's Obligations, Borrower grants to Lender a lien on and security interest in all of the Patent Rights and all proceeds thereof and all Borrower's right, title, interest, claims and demands that Borrower has or may have in profits and damages for past and future infringements of the Patent Rights (such rights, interest, claims and demand being herein called the "Claims") (the Patent Rights and Claims are collectively referred to as the "Patent Collateral").

2. Borrower hereby covenants and agrees to maintain the Patent Collateral in full force and effect until all of Borrower's Obligations are satisfied in full.

3. Borrower represents, warrants and covenants to Lender that:

(a) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patent Collateral as set forth on Schedule A.

(b) The Patent Collateral is subsisting and has not been adjudged invalid or unenforceable;

(c) All of the Patent Rights are registered, valid and enforceable;

(d) All of the Patent Collateral is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Lender hereunder) and covenants by Borrower not to sue third persons;

(e) Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Collateral;

(f) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(g) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Patent Collateral except where failure to comply would not have a material adverse effect on Borrower or its Property; and

(h) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Patent Collateral and hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit Borrower's affiliates, franchises or management locations and to inspect the use of the Patent Collateral and quality control records relating thereto at reasonable times during regular business hours to ensure Borrower's compliance with this paragraph 3(h).

4. Borrower further covenants that:

(a) Until all the Borrower's Obligations have been satisfied in full, Borrower will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, Borrower obligations under the Loan Agreement or which restrict or impair Lender's rights hereunder.

(b) If Borrower acquires rights to any new Patent Collateral, the provisions of this Agreement shall automatically apply thereto and such Patent Collateral shall be deemed part of the Patent Collateral. Borrower shall give Lender prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Lender that an Event of Default has occurred and is continuing under the Loan Agreement and that Lender has not elected to exercise its rights hereunder (i) Borrower shall continue to have the exclusive right to use the Patent Collateral; and (ii) Lender shall have no right to use the Patent Collateral or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Patent Collateral to anyone else.

6. Borrower agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Patent Collateral to any entity or person other than Borrower without the prior written consent of Lender.

7. Anything herein contained to the contrary notwithstanding, if and while Borrower shall be in default hereunder or an Event of Default exists under the Loan Agreement, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in New Jersey, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby. For such purposes, and in the event of Borrower's default hereunder or an Event of Default under the Loan Agreement and while such default or Event of Default exists, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral to anyone else including, without limitation, the power to execute a Patent Collateral assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or wilful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all of the Borrower's Obligations, Lender shall execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Patent Collateral.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of Borrower's Obligations to Lender and shall bear interest at the rate prescribed in the Loan Agreement for the Revolving Credit.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any application and/or registration with respect to the Patent Collateral pending as of the date of this Agreement or thereafter, until Borrower's Obligations shall have been satisfied in full, to preserve and maintain all rights in the Patent Collateral, and upon reasonable request of Lender, Borrower shall make federal application on registerable but unregistered Patent Collateral belonging to Borrower and licensed to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not abandon any Patent Collateral without the prior written consent of the Lender, which consent shall not be unreasonably withheld.

13. Borrower shall have the right to bring suit in its own name to enforce the Patent Collateral, in which event Lender may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default under the Loan Agreement or hereunder, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at the expense of Borrower, and Borrower hereby agrees to reimburse Lender in full for all expenses, including, without limitation, all reasonable attorneys' fees incurred by Lender in protecting, defending and maintaining the Patent Collateral.

15. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Patent Collateral, whether

established hereby or by the Loan Documents, or by any other future agreements between Borrower and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of New Jersey, without regard to its otherwise applicable principles of conflicts of laws.

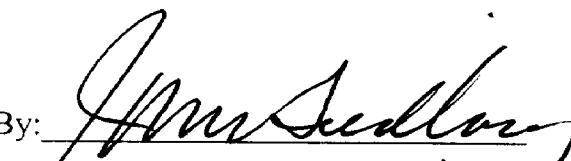
19. Borrower agrees to the jurisdiction of the State and Federal Courts located in Camden County, New Jersey and to service by certified mail, return receipt requested at the address of the Borrower.

20. BORROWER AND LENDER EACH WAIVES ANY AND ALL RIGHTS EITHER MAY HAVE TO A JURY TRIAL ARISING IN CONNECTION WITH ANY PROCEEDING OR CONTROVERSY RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN BORROWER AND LENDER.

[INTENTIONALLY LEFT PARTIALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Patent Security Agreement,
under seal, the day and year first above written.

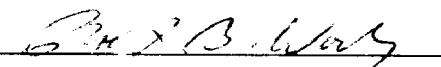
Borrower:
IRISCAN, INC.

By: 
Name: JOHN E SIEDLAR
Title: PRES/CEO
(Corporate Seal)

Address: 9 East Stowe Drive, Suite F
Marlton, NJ 08054

Approved and Accepted:

COMMERCE BANK, N.A.

By: 
Name: Robert B. Wiley
Title: RVP

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF CAMDEN *Camden*

SS *0111416*

On this 11 day of February, 2000, before me personally appeared John E. Siedlarz, to me known and being duly sworn, deposes and says that he is the President of IRISCAN, INC., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the Agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Elizabeth J. Trzeciak
Notary Public

My Commission Expires:

ELIZABETH J. TRZECIAK
Notary Public State of New Jersey
My Commission Expires Jan. 5, 2004

SCHEDULE A

Patent Collateral

As of March 7, 2000

<u>PATENT</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
0215818	86901250.0	Italy	February 4, 1986
0215818	86901250.0	Luxembourg	February 4, 1986
0215818	86901250.0	Netherlands	February 4, 1986
0215818	86901250.0	Switzerland	February 4, 1986
0215818	86901250.0	Sweden	February 4, 1986
1881832	61-501122	Japan	February 4, 1986
N/A	09/199,369	U.S.A	November 25, 1998
N/A	09/200,214	U.S.A.	November 25, 1998
N/A	09/449,295	U.S.A.	November 24, 1999
N/A	09/209,344	U.S.A.	December 11, 1998
N/A	09/437,103	U.S.A.	November 9, 1999
N/A	09/310,302	U.S.A.	May 12, 1999
N/A	09/452,603	U.S.A.	December 1, 1999
N/A	09/396,083	U.S.A.	September 14, 1999
N/A	09/436,804	U.S.A.	November 9, 1999
N/A	09/436,525	U.S.A.	November 9, 1999
N/A	PCT/US99/26611	PCT	November 10, 1999
N/A	PCT/US99/28031	PCT	November 24, 1999

SCHEDULE A

Patent Collateral

As of March 7, 2000

<u>PATENT</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
5,291,560	729,638	U.S.A.	July 15, 1991
95-703770	701364/1995	South Korea	April 10, 1995
2808902	2808902	Australia	October 10, 1992
*N/A	52778/98	Australia	January 28, 1998
*This application is a divisional of 2808902 Australia			
2,145,659	2,145,659	Canada	April 10, 1995
0 664 037	9291735.4	EPO	April 10, 1995
1013156A	98114161.7	Hong Kong	December 21, 1998
504979/96	509930/94	Japan	April 10, 1995
4,641,349	703,312	U.S.A.	February 20, 1985
1,244,522	502,207	Canada	February 19, 1986
79920	79920	Israel	February 19, 1986
16339	174-86	Mexico	February 19, 1986
8605561	PI8605561	Brazil	February 4, 1986
E65851	86901250.0	Austria	February 4, 1986
0215818	86901250.0	Belgium	February 4, 1986
0215818	86901250.0	France	February 4, 1986
0215818	86901250.0	Great Britain	February 4, 1986
0215818	P3680618.8-08	Germany	February 4, 1986

SCHEDULE A

Patent Collateral

As of March 7, 2000

<u>PATENT</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
N/A	PCT/US99/26559	PCT	November 10, 1999

Exhibit 1 to Patent Security Agreement

PATENT ASSIGNMENT

WHEREAS, IriScan, Inc., a Delaware corporation ("Grantor"), to secure its obligations to Grantee (defined below) under that certain Patent Security Agreement of even date herewith is the registered owner, holder or user of (i) the United States Letter Patents and the inventions which are registered in the United States Patent and Trademark Office and set forth on Schedule A hereto (hereinafter referred to collectively as the "Patents"); (ii) the application for Letters Patents and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patents which may be issued upon any of said applications (hereinafter referred to collectively as the "Applications"); (iii) any reissues, extension, division or continuation of the Patents or Applications (such reissues, extension, divisions and continuations being herein referred to collectively as the "Reissued Patents"); and (iv) all future royalties or other fees paid or payments made to Borrower in respect of the Patents (hereinafter referred to collectively as the "Royalties"), (the Patents, Applications and the Reissued Patents and the Royalties being herein referred to collectively as the "Patent Rights").

WHEREAS, Commerce Bank, N.A. ("Grantee") as Lender to Grantor, having a place of business at 1701 Route 70 East, Cherry Hill, New Jersey 08034-5400 is desirous of acquiring a security interest in said Patent Rights;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, to secure its obligations to Grantee under that certain Patent Security Agreement of even date herewith, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Patent Rights and all proceeds thereof and all Borrower's right, title, interest, claims and demands that Borrower has or may have in profits and damages for past and future infringements of the Patent Rights (such rights, interest, claims and demand being herein called the "Claims") (the Patent Rights and Claims are collectively referred to as the "Patent Collateral") subject to Grantor's rights and privileges and Grantee's obligations and restrictions under that certain Patent Security Agreement of even date herewith. No rights or duties of any kind are intended to be granted or conferred upon Grantee unless and until this Patent Collateral Assignment has been recorded with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the ____ day of February, 2000.

IRISCAN, INC.

Witness: _____

By: _____
As Attorney-in-fact

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW JERSEY : SS
COUNTY OF CAMDEN :

On this the ____ day of February, 2000 before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of IriScan, Inc. ("Grantor"), and he acknowledged to me that they executed the foregoing Patent Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

_____, _____

SCHEDULE A

Patent Collateral

As of March 7, 2000

<u>PATENT</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
0215818	86901250.0	Italy	February 4, 1986
0215818	86901250.0	Luxembourg	February 4, 1986
0215818	86901250.0	Netherlands	February 4, 1986
0215818	86901250.0	Switzerland	February 4, 1986
0215818	86901250.0	Sweden	February 4, 1986
1881832	61-501122	Japan	February 4, 1986
N/A	09/199,369	U.S.A	November 25, 1998
N/A	09/200,214	U.S.A.	November 25, 1998
N/A	09/449,295	U.S.A.	November 24, 1999
N/A	09/209,344	U.S.A.	December 11, 1998
N/A	09/437,103	U.S.A.	November 9, 1999
N/A	09/310,302	U.S.A.	May 12, 1999
N/A	09/452,603	U.S.A.	December 1, 1999
N/A	09/396,083	U.S.A.	September 14, 1999
N/A	09/436,804	U.S.A.	November 9, 1999
N/A	09/436,525	U.S.A.	November 9, 1999
N/A	PCT/US99/26611	PCT	November 10, 1999
N/A	PCT/US99/28031	PCT	November 24, 1999

SCHEDULE A

Patent Collateral

As of March 7, 2000

<u>PATENT</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
5,291,560	729,638	U.S.A.	July 15, 1991
95-703770	701364/1995	South Korea	April 10, 1995
2808902	2808902	Australia	October 10, 1992
*N/A	52778/98	Australia	January 28, 1998
*This application is a divisional of 2808902 Australia			
2,145,659	2,145,659	Canada	April 10, 1995
0 664 037	9291735.4	EPO	April 10, 1995
1013156A	98114161.7	Hong Kong	December 21, 1998
504979/96	509930/94	Japan	April 10, 1995
4,641,349	703,312	U.S.A.	February 20, 1985
1,244,522	502,207	Canada	February 19, 1986
79920	79920	Israel	February 19, 1986
16339	174-86	Mexico	February 19, 1986
8605561	PI8605561	Brazil	February 4, 1986
E65851	86901250.0	Austria	February 4, 1986
0215818	86901250.0	Belgium	February 4, 1986
0215818	86901250.0	France	February 4, 1986
0215818	86901250.0	Great Britain	February 4, 1986
0215818	P3680618.8-08	Germany	February 4, 1986

SCHEDULE A

Patent Collateral

As of March 7, 2000

<u>PATENT</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
N/A	PCT/US99/26559	PCT	November 10, 1999