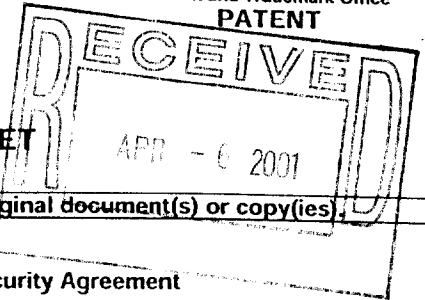


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04-18-2001



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FORM PTO-1619A  
Expires 06/30/99  
OMB 0651-0027U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT****RECORDATION FORM COVER SHEET  
PATENTS ONLY****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
- Name (line 1)  **Microwave Medical Systems, Inc.** Execution Date  
Month Day Year  
**03 30 01**

**Second Party**

- Name (line 1)  Execution Date  
Month Day Year
- Name (line 2)

**Receiving Party**

- ☐ Mark if additional names of receiving parties attached
- ☐ 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 1)  **Kenneth L. Carr**
- Name (line 2)
- Address (line 1)  **c/o Microwave Medical Systems, Inc.**
- Address (line 2)  **310-312 School Street**
- Address (line 3)  **Acton**  **Massachusetts**  **01720-5414**  
City State/Country Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

- Name
- Address (line 1)
- Address (line 2)
- Address (line 3)
- Address (line 4)

**FOR OFFICE USE ONLY**

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

**PATENT**  
**REEL: 011675 FRAME: 0611**

**Correspondent Name and Address**

Area Code and Telephone Number **617-951-2053**

Name **Frank S. Hamblett, Esq.**

Address (line 1) **Peabody & Arnold LLP**

Address (line 2) **50 Rowes Wharf**

Address (line 3) **Boston, MA 02110**

Address (line 4)

**Pages**

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

# **4**

**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)**

**09/368,179**

**08/980,536**

**Patent Number(s)**

**4,346,716**

**4,557,272**

**4,583,556**

**4,614,514**

**4,647,281**

**4,715,727**

**4,774,961**

**4,815,479**

**5,073,167**

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.

# **27**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ **1,080.00**

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.

**Frank S. Hamblett**

Name of Person Signing



Signature

**March 30, 2001**

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

Execution Date  
Month Day Year

Name (line 1)

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)

5,198,776

5,334,141

5,364,336

5,531,662

5,616,268

5,662,110

5,683,381

5,683,382

5,690,614

5,919,218

5,782,817

5,827,238

6,013,061

6,146,359

5,779,635

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)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		
Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		
Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)	<input type="text"/>	<input type="checkbox"/> 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)	<input type="text"/>			
Address (line 1)	<input type="text"/>			
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Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	City	State/Country	Zip Code	
Name (line 1)	<input type="text"/>	<input type="checkbox"/> 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)	<input type="text"/>			
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Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	City	State/Country	Zip Code	

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
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SECURITY AGREEMENT (PATENTS)

by and between

MICROWAVE MEDICAL SYSTEMS, INC.  
(the "**Borrower**")

and

KENNETH L. CARR  
(the "**Lender**")

List of U.S. Registered Patents (and Applications therefor)

**Schedule 1**

The following patents issued by, and the following patents applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

<u><b>Item No.</b></u>	<u><b>Title</b></u>	<u><b>Serial No.</b></u>	<u><b>Patent No.</b></u>	<u><b>Date of Filing</b></u>	<u><b>Date of Issuance</b></u>
1.	Microwave Detection System	N/A	4,346,716	N/A	08/31/82
2.	Microwave Endoscope Detection and Treatment System	N/A	4,557,272	N/A	12/10/85
3.	Microwave Applicator/ Receiver Apparatus	N/A	4,583,556	N/A	04/22/86
4.	Microwave Sterilizer	N/A	4,614,514	N/A	09/30/86
5.	Infiltration Detection Apparatus	N/A	4,647,281	N/A	03/03/87
6.	Non-Invasive Temperature Monitor	N/A	4,715,727	N/A	12/29/87
7.	Multiple Antennae Breast Screening System	N/A	4,774,961	N/A	10/04/88
8.	Hyperthermia Treatment Method and Apparatus	N/A	4,815,479	N/A	03/28/89
9.	In-Line Microwave Warming Apparatus	N/A	5,073,167	N/A	12/17/91
10.	Microwave System for Detecting Gaseous Emboli	N/A	5,198,776	N/A	03/31/93
11.	Extravasation Detection System and Apparatus	N/A	5,334,141	N/A	08/02/94
12.	Therapeutic Probe for Radiating Microwave and Ionizing Radiation	N/A	5,364,336	N/A	11/15/94

<b><u>Item No.</u></b>	<b><u>Title</u></b>	<b><u>Serial No.</u></b>	<b><u>Patent No.</u></b>	<b><u>Date of Filing</u></b>	<b><u>Date of Issuance</u></b>
13.	Dual Mode Microwave/Ionizing Probe	N/A	5,531,662	N/A	07/02/96
14.	Microwave Blood Thawing with Feedback Control	N/A	5,616,268	N/A	04/01/97
15.	Microwave Detection Apparatus for Locating Cancerous Tumors Particularly Breast Tumors	N/A	5,662,110	N/A	09/02/97
16.	In-Line Microwave Warming Apparatus	N/A	5,683,381	N/A	11/04/97
17.	Microwave Antenna Catheter	N/A	5,683,382	N/A	11/04/97
18.	Microwave Apparatus for Warming Low Flow Rate Infusates	N/A	5,690,614	N/A	11/25/97
19.	Cartridge for Microwave Fluid Warmer	N/A	5,919,218	N/A	07/06/99
20.	Rapid Tissue Fixation Device Using Microwave Heating	N/A	5,782,817	N/A	07/28/98
21.	Roller Clamp/Connector Assembly	N/A	5,827,238	N/A	10/27/98
22.	Automatic Air Eliminator	N/A	6,013,061	N/A	01/11/00
23.	(CIP) Apparatus for Controlledly Warming Low Flow Rate Infusates	N/A	6,146,359	N/A	11/14/00
24.	(DIV) Microwave Detection Apparatus for Locating Cancerous Tumors, Particularly Breast Tumors	N/A	5,779,635	N/A	07/14/98
25.	(CIP) Microwave Detection of Tumors, Particularly Breast Tumors	N/A	5,983,124	N/A	11/09/99
26.	(CIP) Intracorporeal Microwave Warming Method and Apparatus	09/368,179	N/A	08/04/99	N/A
27.	Heat Treatment for Viral Inactivation	08/980,536	N/A	12/01/97	N/A

## SECURITY AGREEMENT (PATENTS)

This SECURITY AGREEMENT (PATENTS) (this "**Agreement**") is made as of March 30, 2001, by and between MICROWAVE MEDICAL SYSTEMS, INC., a Delaware corporation (the "**Borrower**") and KENNETH L. CARR, an individual (the "**Lender**").

All capitalized terms not defined herein but defined in the Security Agreement-All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Security Agreement-All Assets**") by and between the Borrower and the Lender, shall have the meanings given to such terms in the Security Agreement-All Assets.

### Preliminary Statements:

WHEREAS, the Borrower has requested that the Lender make certain loans and extend certain credit to or for the benefit of the Borrower; and

WHEREAS, the Borrower owns the patents and the patent applications set forth in Schedule 1 attached hereto and made a part hereof (collectively, the "**Patents**"); and

WHEREAS, as a condition precedent to making such loans and extending such credit to or for the benefit of the Borrower, and as a supplement to the Security Agreement-All Assets, the Lender has requested, and the Borrower has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Lender to make such loans and extend such credit to or for the benefit of the Borrower, and in consideration thereof and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Lender as follows:

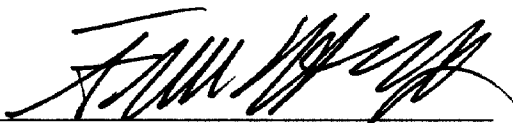
1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower does hereby grant to the Lender a continuing security interest in and to the Patents and all General Intangibles connected with the use of or related to any and all Patents (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Patents and the use thereof), together with all registrations of the Patents and the applications therefor, all in accordance with the terms and provisions of the Security Agreement-All Assets.

2. The Borrower and the Lender hereby expressly acknowledge and agree that all of the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Security Agreement-All Assets.

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

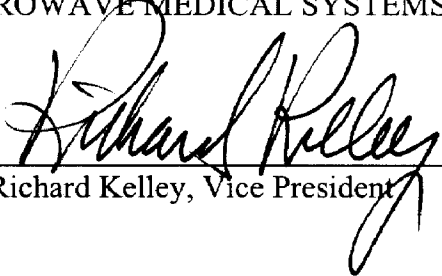
WITNESS:



Name:

MICROWAVE MEDICAL SYSTEMS,  
INC.

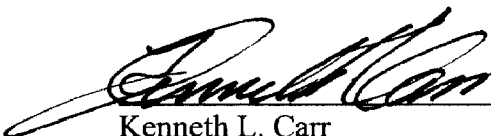
By:

  
Richard Kelley, Vice President

WITNESS:



Name:

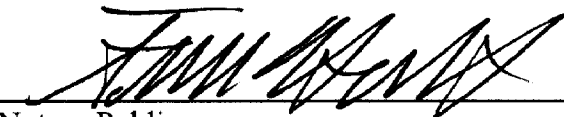
  
Kenneth L. Carr

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

March 30, 2001

Then personally appeared the above-named Richard Kelley as Vice President of Microwave Medical Systems, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Microwave Medical Systems, Inc., before me.



Notary Public

My commission expires: 11/3/06

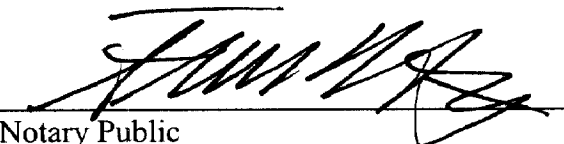
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

March 30, 2001

Then personally appeared the above-named Kenneth L. Carr, and acknowledged the foregoing instrument to be his free act and deed, before me.



Notary Public

My commission expires: 11/3/06

[AFFIX NOTARIAL SEAL]