

RECORDATION

01-08-2002

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark OfficeTab settings ☐ ☐ ☐ ☐ ▼

To the Honorable Commissioner of Patents and T

Original documents or copy thereof.

101936427

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

Minnotech Corporation

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

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: September 7, 2001

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

Name: Fleet National Bank, as agent

Internal Address:

Street Address: 100 Federal St.

City: Boston State: MA ZIP: 02110

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston &amp; Strawn

33rd Floor

Street Address: 35 W. Wacker

City: Chicago State: IL ZIP: 60601

## 6. Total number of applications and patents involved:

44

7. Total fee (37 CFR 3.41).....\$ 1,760

☒ 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)

01/07/2002 T01A21 00000070 909064669

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## 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.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box AssignmentsPATENT  
REEL: 012438 FRAME: 0922

Continuation  
Item 4

## ISSUED PATENTS

Title	Country	Status	Appl. No.	File Date	Pat. No.	Issue Date	
Anticorrosive Microbicide	Belgium	Granted	90/906466.9	04/05/1990	523036	12/27/1995	
	Brazil	Granted	PI 9008009-2	04/05/1990	PI9008009-	10/19/1999	
	France	Granted	90/906466.9	04/05/1990	523036	12/27/1995	
	Germany	Granted	90/906466.9	04/05/1990	523036	12/27/1995	
	Japan	Granted	2-506188	04/05/1990	2590026	12/05/1996	
	Netherlands	Granted	90/906466.9	04/05/1990	523036	12/27/1995	
	United Kingdom	Granted	90/906466.9	04/05/1990	523036	12/27/1995	
	United States	Granted	07/778,940	12/10/1991	5344652	09/06/1994	(1)
Balloon Catheter Lock Adaptor (For Use With a Resterilization System)	Canada	Granted	2167505	07/18/1994	2167505	09/19/2000	
	Japan	Granted	Hei 7-506417	07/18/1994	2949262	07/09/1999	
	United States	Granted	08/097,891	07/28/1993	5476454	12/19/1995	(2)
	United States	Granted	507197	06/23/1983	4496350	01/29/1985	(3)
Blood Access Systems	United States	Granted	06/209,058	11/21/1980	4776843	10/11/1988	(4)
	United States	Granted	07/835,729	02/11/1992	5310524	05/10/1994	(5)
Catheter Reprocessing and Sterilizing System (Improved)	United States	Granted	06/922,205	10/23/1986	4721123	01/26/1988	(6)
	United States	Granted	09/250,449	04/07/1995	RE36914	10/17/2000	(7)
Dialysis Solution Mixing System	United States	Granted	577387	02/06/1984	4734198	03/29/1988	(8)
	United States	Granted	06/850,849	04/11/1986	4664891	05/12/1987	(9)
Dialysis Solution Preparation From Prepackaged Dry Chemicals	United States	Granted	88116274	11/03/1999	122089	03/09/2001	
	United States	Granted	09/369,826	08/06/1999	6050278	04/18/2000	(10)
	United States	Granted	09/459,520	12/13/1999	6192900	02/27/2001	(11)
Dialyzer Precleaning System (Method of Cleaning a Dialyzer Header)	United States	Granted	06/472,075	03/04/1983	4517081	05/14/1985	(12)
Dialyzer Reuse Machine							

# ISSUED PATENTS

Fiber Spinning Process for the Preparation  
of Asymmetrical Microporous Hollow  
Fibers.

Belgium	Granted	92/910588.0	04/12/1991	579749	01/10/1996
Brazil	Granted	PI 9205869	04/12/1991	PI 9205869	09/05/2000
European Patent					
Office	Granted	92/910588.0	04/12/1991	579749	01/10/1996
France	Granted	92/910588.0	04/12/1991	579749	01/10/1996
Germany	Granted	92/910588.0	04/12/1991	579749	01/10/1996
Italy	Granted	92/910588.0	04/12/1991	579749	01/10/1996
Japan	Granted	4-509707	03/30/1992	2941944	06/18/1999
Mexico	Granted	9201654	04/12/1991	176175	09/30/1994
Netherlands	Granted	92/910588.0	04/12/1991	579749	01/10/1996
Russian Federation	Granted	93058372	10/11/1993	2086296	08/10/1997
Switzerland	Granted	92/910588.0	04/12/1991	579749	01/10/1996
United Kingdom	Granted	92/910588.0	04/12/1991	579749	01/10/1996

Filter Cartridge (in U.S. "Hollow Fiber  
Filter Cart. for a Stand. Housing"

European Patent					
Office	Granted	87/905819.6	07/28/1987	381666	04/20/1994
France	Granted	87/905819.6	07/28/1987	381666	04/20/1994
Germany	Granted	87/905819.6	07/28/1987	381666	04/20/1994
Italy	Granted	87/905819.6	07/28/1987	381666	04/20/1994
United Kingdom	Granted	87/905819.6	07/28/1987	381666	04/20/1994
United States	Granted	458654	01/09/1990	5041220	08/20/1991

Gravity Flow Fluid Balance System

Canada	Granted	604520	06/30/1989	1321112	08/10/1993
United States	Granted	238903	08/31/1988	4994026	02/19/1991

Hollow Fiber Filter Having a Porous  
Collar/Ring Seal (07)  
Method of Manufacturing of Hollow Fiber  
Cartridge with Porous Ring (08)  
Method of Manufacture of Hollow Fiber  
Filter Cartridge with Porous Ring (03)

Japan	Granted	5-520213	04/05/1993	2618820	03/11/1997
United States	Granted	08/443,187	05/17/1995	5531848	07/02/1996
United States	Granted	08/296,728	08/26/1994	5543002	08/06/1996
United States	Granted	08/418,881	03/31/1995	5554283	09/10/1996

# ISSUED PATENTS

Hollow Fiber Membrane Incorporating a  
Surfactant and Method for Preparing Same

Canada	Granted	2136006	04/05/1993	2136006	11/30/1999
Japan	Granted	Hei 6-502327	04/05/1993	2818975	08/28/1998

Hollow Fiber Membranes and Method of  
Manufacture

United States	Granted	08/058,904	05/06/1993	5762798	06/09/1998
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(18)

Hollow Fiber Membranes and Method of  
Manufacture (Incorporating a Polyimide)

Canada	Granted	2143863	10/07/1993	2143863	06/08/1999
Japan	Granted	Hei 6-509425	10/07/1993	2887527	02/19/1999
United States	Granted	08/443,482	05/18/1995	5683584	11/04/1997

(19)

Improved Catheter Sterilizing Cassette

United States	Granted	29/004,161	01/28/1993	D350,398	09/06/1994
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(20)

Method for Sterilizing Medical Devices  
Utilizing a Room Temperature Sterilant

United States	Granted	08/558,236	11/17/1995	5589507	12/31/1996
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(21)

Percutaneous Implant

United States	Granted	06/314,569	10/26/1981	4496349	01/29/1985
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(22)

Percutaneous Implant for Peritoneal  
Dialysis (Improved)

United States	Granted	06/410,365	08/23/1982	4488877	12/18/1984
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(23)

Peritoneal Device System

United States	Granted	06/790,092	10/22/1985	4645494	02/24/1987
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(24)

Premix for Room Temperature Sterilant

United States	Granted	08/559,236	11/17/1995	5635195	06/03/1997
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(25)

Room Temperature Sterilant

Argentina	Granted	22942	06/01/1994	254696	11/30/2000
Canada	Granted	2191766	05/15/1995	2191766	08/24/1999
Japan	Granted	HEI 8-500911	05/15/1995	2897077	03/12/1999
Korea, South	Granted	96-706849	05/15/1995	187790	01/07/1999
United States	Granted	08/252,610	06/01/1994	5616616	04/01/1997

(26)

Room Temperature Sterilant for Medical  
Devices

Australia	Granted	10830/97	11/25/1996	705333	11/25/1996
Canada	Granted	2236262	11/25/1996	2236262	08/29/2000
United States	Granted	08/838,339	04/08/1997	5840343	11/24/1998

(27)

# ISSUED PATENTS

## Second Generation AER (Endoscope Reprocessing and Sterilization System)

United States	Granted	09/409,663	09/30/1999	6068815	05/30/2000
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## Sensor for Peracetic Acid-Hydrogen Peroxide Solution

### European Patent

Office	Granted	91911684.8	06/18/1991	589873	08/25/1999
France	Granted	91911684.8	06/18/1991	589873	08/25/1999
Germany	Granted	91911684.8	06/18/1991	589873	08/25/1999
Japan	Granted	Hei 3-511533	06/18/1991	2619319	03/11/1997
Netherlands	Granted	91911684.8	06/18/1991	589873	08/25/1999
United Kingdom	Granted	91911684.8	06/18/1991	589873	08/25/1999
United States	Granted	08/157,143	12/08/1993	5400818	03/28/1995

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## Septum Retaining Means for Blood Access Device

United States	Granted	06/350574	02/22/1982	4405320	09/20/1983
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## Stable, Anticorrosive Peracetic/Peroxide Sterilant

Australia	Granted	24100/92	07/15/1991	661862	07/14/1992
Brazil	Granted	PI 9206266-0	07/15/1991	PI9206266-	07/14/1992
Canada	Granted	2113360	07/15/1991	2113360	05/26/1998
European Patent					
Office	Granted	92916914.2	07/14/1992	649310	02/07/2001
Hungary	Granted	P 94 00007	07/14/1992	214 960	07/15/1998

Russian Federation	Granted	94019997	07/15/1991	2127607	07/14/1992
United States	Granted	08/162,065	12/09/1993	5508046	04/16/1996

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## Stable, Shippable Peroxy-Containing Microbicide

Belgium	Granted	87/905672.9	05/15/1987	357598	03/09/1994
Brazil	Granted	8707983-6	05/14/1987	PI87079836	03/25/1997
European Patent					
Office	Granted	87/905672.9	05/14/1987	357598	03/09/1994
France	Granted	87/905672.9	05/15/1987	357598	03/09/1994
Germany	Granted	87/905672.9	05/15/1987	357598	03/09/1994
Japan	Granted	SHO 62-5052C	05/14/1987	2139454	12/11/1998
Netherlands	Granted	87/905672.9	05/15/1987	357598	03/09/1994
United Kingdom	Granted	87/905672.9	05/15/1987	357598	03/09/1994
United States	Granted	08/487,325	06/07/1995	5656302	08/12/1997

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## Sterilant Solutions for Hollow Fiber Membranes

United States	Granted	07/736,017	07/25/1991	5279735	01/18/1994
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**PENDING PATENTS**

<b>Title</b>	<b>Country</b>	<b>Status</b>	<b>Appl. No.</b>	<b>File Date</b>	
Apparatus and Process for Removal of Carbon Dioxide in a Bioreactor System	Patent Cooperation Treaty	Pending	US01/03947	02/07/2001	34
	United States	Pending	09/500,867	02/09/2000	35
Balloon Catheter Lock Adaptor (For Use With a Resterilization System)	European Patent Office	Pending	94923517	07/28/1993	
Dialyzer Coupling Device	United States	Pending	09/361,133	07/27/1999	36
Dialyzer Precleaning System (Method of Cleaning a Dialyzer Header)	Argentina	Pending	990104827	09/03/1999	
	Australia	Pending		09/03/1999	
	Canada	Pending	2335878	09/03/1999	
	European Patent Office	Pending	99969357.5	09/03/1999	
Fast Acting Room Temperature Sterilant (Multi-Part Microbial Concentrate System, Activated Solution, Use-Dilution Solution, Method of Making Same, and Method of Sterilizing with the Use-Dilution Solution)	Argentina	Pending		09/30/1999	
	Australia	Pending	62774/99	03/01/2001	
	Canada	Pending		03/12/2001	
	Colombia	Pending		09/30/1999	
	European Patent Office	Pending	99950033.3	09/30/1999	
	Japan	Pending	2000-571756	03/26/2001	
	United States	Pending	09/409,344	09/30/1999	37
	Venezuela	Pending		09/30/1999	
Hollow Fiber and Filter Cleaner	Patent Cooperation Treaty	Pending	US00/21650	08/09/2000	38
	United States	Pending	09/439,083	11/12/1999	39
Hollow Fiber Filter Having a Porous Collar/Ring Seal (07)					
Method of Manufacturing of Hollow Fiber Cartridge with Porous Ring (08)					
Method of Manufacture of Hollow Fiber Filter Cartridge with Porous Ring (03)	Japan	Pending	8-254355	05/18/1992	
Hollow Fiber Membrane Incorporating a Surfactant and Method for Preparing Same	European Patent Office	Pending	93/912130.7	04/05/1993	

Title	Country	Status	Appl. No.	File Date	
Hollow Fiber Membranes and Method of Manufacture (Incorporating a Polyimide)	European Patent Office	Pending	94901155.5	10/07/1993	
Liquid/Powder Acid Concentrate for Dialysate and a Method of Making the Same	United States	Pending	09/352,325	07/13/1999	40
Method for Sterilizing Medical Devices Utilizing a Room Temperature Sterilant	Australia	Published	74463/96	10/11/1996	
	Canada	Pending	2235401	10/11/1996	
	Japan	Published	9-519712	10/11/1996	
Reverse Flow Cleaning and Sterilizing Device and Method	Argentina	Pending	990104950	09/30/1999	
	Australia	Pending		09/30/1999	
	Canada	Pending	2335875	09/30/1999	
	Colombia	Published	99-061.256	09/14/1999	
	European Patent Office	Pending	99949973.4	09/30/1999	
	United States	Pending	09/409,101	09/30/1999	41
	Venezuela	Pending	2002-99	09/30/1999	
Room Temperature Sterilant	Brazil	Pending	PI 9507793-6	05/15/1995	
	European Patent Office	Pending	95919837.5	05/15/1995	
	Venezuela	Published	748-95	06/01/1994	
Room Temperature Sterilant for Medical Devices	Argentina	Pending	960105425	11/29/1996	
	European Patent Office	Pending	96940875.6	11/25/1996	
	Japan	Pending	9-520606	11/25/1996	
Second Generation AER (Endoscope Reprocessing and Sterilization System)	Argentina	Pending		09/30/1999	
	Australia	Pending	62724/99	03/01/2001	
	Canada	Pending		03/12/2001	
	Colombia	Pending		10/01/1999	
	Colombia	Pending	99062304	10/01/1999	
	United States	Pending	09/522,006	03/09/2000	
	Venezuela	Pending		09/30/1999	42

Title	Country	Status	Appl. No.	File Date
Stable, Anticorrosive Peracetic/Peroxide Sterilant				
	Austria	Pending	92916914.2	07/15/1991
	Belgium	Pending	92916914.2	07/15/1991
	Denmark	Pending	92916914.2	07/15/1991
	France	Pending	92916914.2	07/15/1991
	Germany	Pending	92916914.2	07/15/1991
	Greece	Pending	92916914.2	07/15/1991
	Italy	Pending	92916914.2	07/15/1991
	Korea, South	Pending	94-700104	07/14/1992
	Luxembourg	Pending	92916914.2	07/15/1991
	Netherlands	Pending	92916914.2	07/15/1991
	Spain	Pending	92916914.2	07/15/1991
	Sweden	Pending	92916914.2	07/15/1991
	Switzerland	Pending	92916914.2	07/15/1991
	United Kingdom	Pending	92916914.2	07/15/1991

**Sterile Packaging System**

Patent Cooperation Treaty	Pending	US00/20716	07/28/2000
United States	Pending	09/389,927	09/03/1999

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**September 7, 2001**

**from**

**CANTEL MEDICAL CORP.**

**MEDIVATORS, INC.,**

**MINNTECH CORPORATION**

**and**

**WELLSPRING, INC.**

**as Grantors,**

**to**

**FLEET NATIONAL BANK,**

**as Administrative Agent**

**and**

**PNC BANK, NATIONAL ASSOCIATION,**

**as Documentation Agent**

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## EXHIBIT

Exhibit A - Form of Intellectual Property Security Agreement Supplement

## SCHEDULES

Schedule I - Patents and Patent Applications  
Schedule II - Trademark Registrations and Applications  
Schedule III - Copyright Registrations and Applications  
Schedule IV - Licenses

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "Agreement"), dated September 7, 2001 made by **CANTEL MEDICAL CORP.**, a Delaware corporation, with an office at 150 Clove Road, 9th Floor, Overlook at Great Notch, Little Falls, New Jersey 07424 (the "Borrower"), **MEDIVATORS, INC.**, a Minnesota corporation with an office at 2995 Loan Oak Circle, Suite 10, Eagan, Minnesota 55121 ("Medivators"), **MINNTECH CORPORATION**, a Minnesota corporation having an office at 14605 28th Avenue North, Minneapolis, Minnesota ("Minntech"), **WELLSPRING, INC.**, a Delaware corporation having an address at 150 Clove Road, Little Falls, New Jersey 07424, ("Wellspring") the Additional Grantors (as defined in Section 13(c)) (the Additional Grantors, together with the Borrower, Medivators, Minntech and Wellspring, each individually a "Grantor" and collectively, the "Grantors") to **FLEET NATIONAL BANK, N.A.**, as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and **PNC BANK, NATIONAL ASSOCIATION**, as Documentation Agent.

## PRELIMINARY STATEMENTS:

(1) The Borrower has entered into a Credit Agreement, dated as of the date hereof (said Agreement, as it may hereafter be amended, restated or otherwise modified from time to time, being the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the banks, financial institutions and other institutional lenders party thereto (the "Lenders") and Fleet National Bank, as the Swing Line Bank, as the Issuing Bank and as the Administrative Agent.

(2) It is a condition precedent to the making of Advances by the Lenders, the issuance of Letters of Credit by the Issuing Bank under the Credit Agreement and the Hedge Banks entering into the Bank Hedge Agreements with the Borrower from time to time that the Borrower shall have granted the security interest and made the pledge and grant of the security interest contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Advances under the Credit Agreement, the Issuing Bank to issue Letters of Credit under the Credit Agreement, and the Hedge Banks to enter into Bank Hedge Agreements with the Borrower from time to time, each of the Grantors hereby agrees with the Administrative Agent for its benefit and the ratable benefit of the Secured Parties as follows:

Section 1. Grant of Security. Each of the Grantors hereby grants and pledges to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties a

security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, and whether now or hereafter existing (collectively, the “Intellectual Property Collateral”):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell the same, (ii) the right to sue or otherwise recover for any misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto (the “Patents”);

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the “Trademarks”);

(c) all copyrights, whether statutory or common law, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the

foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights");

(d) all license agreements with any other Person in connection with any of the Patents, Trademarks or Copyrights, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses"); and

(e) all proceeds of any of the foregoing Patents, Trademarks, Copyrights and Licenses, including, without limitation, any claims by such Grantor against third parties for infringement of the Patents, Trademarks, Copyrights or Licenses.

Section 2. Security for Obligations. This Agreement secures the payment of all Obligations of each Grantor now or hereafter existing under the Loan Documents, whether for principal, interest, fees, expenses or otherwise (all such Obligations secured being the "Secured Obligations").

Section 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Administrative Agent of any of the rights or remedies hereunder shall not release any Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) neither the Administrative Agent nor any Secured Party shall have any obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Administrative Agent or any Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 4. Representations and Warranties. The Grantors jointly and severally represent and warrant as follows:

(a) Each Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by such Grantor free and clear of any Lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Loan Documents (including, without limitation, any Liens disclosed on Schedule 6.1(c) to the Credit Agreement). No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing any Grantor or any of its Subsidiaries or any trade name of any Grantor or any of its Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Administrative Agent relating to this Agreement or one of the other Loan Documents.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by each Grantor. Set forth in Schedule II is a complete and accurate list of all trademark and service mark registrations and all trademark and service mark applications owned by each Grantor. Set forth in Schedule III is a complete and accurate list of all copyright registrations and copyright applications owned by each Grantor. Set forth in Schedule IV is a complete and accurate list of all Licenses in which each Grantor is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. Such Grantor has made all necessary filings and recordations to protect and maintain its interest in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, copyright registrations and copyright applications and Licenses set forth in Schedules I, II, III and IV hereto.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable. Each License of each Grantor identified in Schedule IV is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable. No Grantor is aware of any uses of any item of Intellectual Property Collateral which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) No Grantor has made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual

Property Collateral. Except as set forth on Schedule IV hereto, no Grantor has granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) Each Grantor has used proper statutory notice in connection with its use of each patent, each registered trademark and service mark and each copyright contained in Schedule I, II or III.

(f) This Agreement creates in favor of the Administrative Agent, on behalf of itself and the Lender Parties, a valid, and upon the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements are in proper form and are duly executed, and the filing and recording of this Agreement with the appropriate U.S. patent and trademark or copyright office, perfected first priority security interest in the Intellectual Property Collateral of each Grantor, securing the payment of the Secured Obligations.

(g) Except as set forth on Schedule 4.4 of the Credit Agreement, no consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by any Grantor of the security interest granted hereby, for the pledge by any Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by each Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements are in proper form and are duly executed, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Administrative Agent of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

(h) There are no claims by any third party relating to any item of Intellectual Property Collateral.

(i) Except as set forth on Schedule 4.4 or 4.9 to the Credit Agreement, no claim has been made and is continuing or threatened against or by any Grantor that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by any Grantor of any Intellectual Property Collateral does or may violate the rights of any Person. To the best of each



Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral.

(j) Each Grantor has taken all reasonably necessary steps to use consistent standards of quality in the manufacture, distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral and has taken all necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

#### Section 5. Further Assurances.

(a) Each of the Grantors jointly and severally agrees that from time to time, at the expense of the Borrower, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Administrative Agent believes may be reasonably necessary or desirable, or that the Administrative Agent may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, each Grantor will, upon the reasonable request of the Administrative Agent, with respect to the Intellectual Property Collateral owned by such Grantor, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Administrative Agent may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark

application, copyright, copyright registration, copyright application, work of authorship or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, copyright registration, copyright application, work of authorship or License will automatically become part of the Intellectual Property Collateral. Each Grantor further agrees that it shall deliver to the Administrative Agent a written report, in reasonable detail, on an annual basis (starting, for this year, on or about December 31, 2001, and thereafter on or about June 30 and December 31 of each succeeding year), setting forth each new patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or license that such Grantor has filed, acquired or otherwise obtained in the preceding six month reporting period. Such Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedules I, II, III and IV hereto (and shall cooperate with the Administrative Agent in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or License which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration and copyright application set forth in Schedule I, II or III hereto, each Grantor agrees to take all necessary or desirable steps, including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright registration, and (ii) pursue each such patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application to which it is now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by such Grantor. No Grantor shall discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application now or hereafter

included in the Intellectual Property Collateral, unless the relevant Grantor shall have first determined in its reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of such Grantor's business, in which case, such Grantor shall give written notice of any such abandonment or discontinuance to the Administrative Agent pursuant to the semi-annual reporting requirement contained in Section 5(d) above.

(f) Each Grantor agrees to notify the Administrative Agent promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral has been determined to have become abandoned or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral, or (iii) of any adverse determination.

(g) In the event that a Grantor makes a determination in its reasonable business judgment that any material item of the Intellectual Property Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify the Administrative Agent and will take such actions as such Grantor or the Administrative Agent deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by such Grantor.

(h) Each Grantor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Schedule I, II or III.

(i) Each Grantor shall take all steps which it or the Administrative Agent deems appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all commercially reasonable steps necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

Section 6. Transfers and Other Liens. Each of the Grantors agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of (except as provided in Section 5(e) or as permitted under any other Loan Documents) or grant any option with respect to, any of the Intellectual Property Collateral, or (ii) create or suffer to exist any Lien upon or with respect to any of the Intellectual Property Collateral except for the pledge and security interest created by this Agreement and Permitted Liens.

Section 7. Administrative Agent Appointed Attorney-in-Fact. Each of the Grantors hereby irrevocably appoints the Administrative Agent such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default and upon notice to such Grantor to take any action and to execute any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Administrative Agent may deem necessary or desirable to enforce the rights of the Administrative Agent with respect to any of the Intellectual Property Collateral.

Section 8. Administrative Agent May Perform. If any of the Grantors fails to perform any agreement contained herein, the Administrative Agent may itself, upon fifteen (15) days' notice to such Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Administrative Agent incurred in connection therewith shall be borne by such Grantor.

Section 9. The Administrative Agent's Duties. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Intellectual Property Collateral, whether or not the Administrative Agent or any other Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Administrative Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Administrative Agent accords its own property.

Section 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Administrative Agent may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any other Loan Document or otherwise available to it, all the rights and remedies of a secured party upon default under the New York Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require any and all of the Grantors to, and each Grantor hereby agrees that it will at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Administrative Agent and make them available to the Administrative Agent at a place and time to be designated by the Administrative Agent; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable; and (iii) occupy any premises owned or leased by any Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and such Grantor will supply to the Administrative Agent or its designee such Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, such Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Administrative Agent, be held by the Administrative Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Administrative Agent pursuant to Section 11(b)), in whole or in part, by

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

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the Administrative Agent, for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations in such order as the Credit Agreement may require and otherwise as the Administrative Agent may elect. Any surplus of such cash or cash proceeds held by the Administrative Agent and remaining after payment in full of all of the Secured Obligations shall be paid over to the applicable Grantors or to whomever may be lawfully entitled to receive such surplus.

(c) The Administrative Agent may exercise any and all rights and remedies of any of the Grantors in respect of the Intellectual Property Collateral. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Agreement or any Collateral.

(d) All payments received by any Grantor in respect of the Intellectual Property Collateral shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Administrative Agent in the same form as so received (with any necessary or desirable endorsement or assignment).

(e) To the extent that applicable law imposes duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is not commercially unreasonable for the Administrative Agent (i) to fail to incur expenses reasonably deemed significant by the Administrative Agent to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as the Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit

enhancements to insure the Agent against risks of loss, collection or disposition of Collateral or to provide to the Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 10(e) is to provide non-exhaustive indications of what actions or omissions by the Administrative Agent would not be commercially unreasonable in the Administrative Agent's exercise of remedies against the Collateral and that other actions or omissions by the Administrative Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 11(e). Without limitation upon the foregoing, nothing contained in this Section 11(e) shall be construed to grant any rights to any Grantor or to impose any duties on Administrative Agent that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 11(e).

(f) Neither the Administrative Agent nor the Lenders shall be required to make any demand upon, or pursue or exhaust any of their rights or remedies against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof. Neither the Administrative Agent nor the Lenders shall be required to marshal the Collateral or any guarantee of the Obligations or to resort to the Collateral or any such guarantee in any particular order, and all of its and their rights hereunder or under any other Loan Document shall be cumulative. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Administrative Agent or any Lender, any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Agreement, or otherwise.

#### Section 11. Indemnity and Expenses.

(a) Each of the Grantors hereby jointly and severally agrees to indemnify the Administrative Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Administrative Agent's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Borrower will, upon demand, pay to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its

counsel and of any experts and agents, that the Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent or the Lender Parties hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

Section 12. Security Interest Absolute. The obligations of each Grantor under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against any or all Grantors to enforce this Agreement, irrespective of whether any action is brought against the Borrower or whether the Borrower is joined in any such action or actions. All rights of the Administrative Agent and the pledge and security interest created hereunder, and all obligations of each Grantor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Loan Document or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Loan Document, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Borrower or any Grantor or any of their Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Secured Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner of sale or other disposition of any collateral for all or any of the Secured Obligations or any other assets of the Borrower, any Grantor or any of their Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrower or any Grantor or any of their Subsidiaries; or

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or a third party grantor of a security interest.

Section 13. Amendments; Waivers; Supplements; Etc.



(a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(c) Upon the execution and delivery by any Person of an intellectual property security agreement supplement, in each case in substantially the form of Exhibit A hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor and each reference in any other Loan Document to a "Grantor" or a "Loan Party" shall also mean and be a reference to such Additional Grantor, and (ii) the annexes attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and IV, as appropriate, hereto and the Administrative Agent may attach such annexes as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as so supplemented.

Section 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication) and mailed, telegraphed, telecopied, telexed or delivered, if to any Grantor, addressed to it at the address set forth below its name on the signature pages hereof; if to any Additional Grantor, addressed to it at the address set forth below its name on the signature page to the Intellectual Property Security Agreement Supplement executed and delivered by such Additional Grantor; if to the Administrative Agent, addressed to it at its address set forth in Section 8.02 of the Credit Agreement; or, as to each other party, at such other address as shall be designated by such party in a written notice to the Grantors and the Administrative Agent. All such notices and communications shall, when mailed by certified mail, return receipt requested, telegraphed, telecopied or telexed, be effective three (3) days after mailing, upon delivery to the telegraph company, upon transmission by telecopier or upon confirmation by telex answerback, respectively, addressed as aforesaid. Any party hereto may change the Person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

Section 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain in full force and effect until the latest of (i) the indefeasible payment in full in cash of all of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Lender Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitment, the Advances owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as provided in Section 8.07 of the Credit Agreement.

Section 16. Release and Termination.

(a) Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Loan Documents, the Administrative Agent will, at the Grantors' expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Administrative Agent, at least thirty (30) Business Days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Administrative Agent and a certification by such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Administrative Agent may request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.06 of the Credit Agreement shall be paid to, or in accordance with the instructions of, the Administrative Agent at the closing and (v) the Administrative Agent shall have approved such sale, lease, transfer or other disposition in writing.

(b) Upon the latest of (i) the indefeasible payment in full in cash of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, the pledge and security interest granted by each of the Grantors hereby shall terminate and all rights to the Intellectual Property Collateral shall revert to the appropriate Grantor. Upon any such

termination, the Administrative Agent will, upon receipt of a written request and at the Grantors' expense, execute and deliver to the appropriate Grantor such documents as such Grantor shall reasonably request to evidence such termination.

Section 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

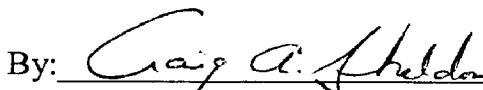
CANTEL MEDICAL CORP.

By: 

Title: President/CEO

Address:

MEDIVATORS, INC.

By: 

Title: Vice President

Address:

MINNTECH CORPORATION

By: 

Title: Vice President

Address:

WELLSPRING, INC.

By: 

Title: President

Address:

ACCEPTED:

FLEET NATIONAL BANK, AS ADMINISTRATIVE AGENT

By: \_\_\_\_\_

Steven P. Deluise

Title: Vice President

INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT  
REEL: 012438 FRAME: 0950

STATE OF NEW YORK

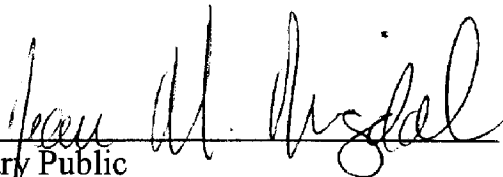
)

) ss:

COUNTY OF NEW YORK

)

On the 7th day of September, 2001, before me personally came James P. Reilly to me known, who, before me duly sworn, did depose and say that he is the President and CEO of CANTEL MEDICAL CORP., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

  
Notary Public

[Notarial Seal]

**JEAN M. MIGDAL**  
Notary Public, State of New York  
No. 02MI6032011  
Qualified in New York County  
Commission Expires Oct. 12, 2007

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**PATENT**  
**REEL: 012438 FRAME: 0951**

STATE OF NEW YORK

)

) ss:

COUNTY OF NEW YORK

)

On the 7th day of September, 2001, before me personally came Craig A. Sheldon to me known, who, before me duly sworn, did depose and say that he is the Vice President of MEDIVATORS, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

  
Notary Public

[Notarial Seal]

JEAN M. MIGDAL  
Notary Public, State of New York  
No. 02MI6032011  
Qualified in New York County  
Commission Expires Oct. 12, 2005

INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT  
REEL: 012438 FRAME: 0952

STATE OF NEW YORK

)

) ss:

COUNTY OF NEW YORK

)

On the 7th day of September, 2001, before me personally came James P. Reilly to me known, who, before me duly sworn, did depose and say that he is the Vice President of MINNTECH CORPORATION, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

  
Notary Public

[Notarial Seal]

**JEAN M. MIGDAL**  
Notary Public, State of New York  
No. 02MI6032011  
Qualified in New York County  
Commission Expires Oct. 12, 2005

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**PATENT**  
**REEL: 012438 FRAME: 0953**



STATE OF NEW YORK

)

) ss:

COUNTY OF NEW YORK

)

On the 7th day of September, 2001, before me personally came James P. Reilly to me known, who, before me duly sworn, did depose and say that he is the President of WELLSRING, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Notary Public

[Notarial Seal]

**JEAN M. MIGDAL**  
Notary Public, State of New York  
No. 02MI6032011  
Qualified in New York County  
Commission Expires Oct. 12, 2005

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**PATENT**  
**REEL: 012438 FRAME: 0954**

EXHIBIT A

to

Intellectual Property Security Agreement

FORM OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT SUPPLEMENT

\_\_\_\_\_, 20\_\_

Fleet National Bank, as Administrative Agent  
under the Credit Agreement referred to below  
One Hundred Federal Street  
Boston, Massachusetts 02110

Attention: Corporate Banking Group

Intellectual Property Security Agreement,  
dated as of \_\_\_\_\_, 2001,  
made by CANTEL MEDICAL CORP., MEDIVATORS, INC.,  
MINNTECH and the other Grantors to  
Fleet National Bank, as Administrative Agent

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Intellectual Property Security Agreement") made by CANTEL MEDICAL CORP., MEDIVATORS, INC., MINNTECH CORPORATION and the other Grantors to Fleet National Bank, as Administrative Agent. The terms defined in the Intellectual Property Security Agreement (or in the Credit Agreement referred to therein) and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto

INTELLECTUAL PROPERTY SECURITY AGREEMENT

and agrees that each reference in the Intellectual Property Security Agreement to "Grantor" shall also mean and be a reference to the undersigned.

The undersigned hereby pledges to the Administrative Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, as security for the Secured Obligations a lien on and security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to Intellectual Property Collateral owned by the undersigned, including, but not limited to, the property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto, respectively. The undersigned hereby certifies on behalf of such Grantor that such Annexes have been prepared by the undersigned in substantially the form of Schedules I, II, III and IV to the Intellectual Property Security Agreement and are true, accurate and complete in all material respects as of the date hereof.

The undersigned on behalf of such Grantor hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented by the attached Annexes) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

[NAME OF ADDITIONAL INTELLECTUAL  
PROPERTY GRANTOR]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## **SCHEDULE I**

**ATTACHED TO AND MADE A PART OF THAT  
CERTAIN INTELLECTUAL PROPERTY SECURITY AGREEMENT  
FROM CANTEL MEDICAL CORP., MEDIVATORS, INC., MINNTECH  
CORPORATION AND WELLSPRING, INC. TO FLEET NATIONAL BANK AS  
ADMINISTRATIVE AGENT**

### **PATENTS AND PATENT APPLICATIONS**

Medivators, Inc.

Issued Patents

Exhibit A

Minntech Corporation

Issued Patents

Exhibit B

Patent Applications

Exhibit C

US Patent Number	Issue (allowed)	Inventor	Title
1) 4,763,676	16-Aug-88	OTT	CLEANING APPARATUS FOR ELONGATED ENCLOSED CHANNEL DEVICES
2) 4,769,004	8-Sep-88	POINDEXTER	FLEXIBLE TUBING CLAMP AND METHOD OF USE
3) 5,228,271	20-Jul-93	WALLACE	METHOD AND APPARATUS FOR COMPACTING SOFT GOODS
4) 5,447,685	5-Sep-85	SIEVERT ET. AL.	MEDICAL WASTE DISPOSAL APPARATUS AND METHOD FOR DISPOSING OF WASTE
5) 6,042,802	28-Mar-00	DRAKE	METHOD AND APPARATUS FOR GENERATING AND USING CHLORINE DIOXIDE

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## ISSUED PATENTS

Title	Country	Status	Appl. No.	File Date	Pat. No.	Issue Date	
Anticorrosive Microbicide	Belgium	Granted	90/906466.9	04/05/1990	523036	12/27/1995	
	Brazil	Granted	PI 9008009-2	04/05/1990	PI9008009-	10/19/1999	
	France	Granted	90/906466.9	04/05/1990	523036	12/27/1995	
	Germany	Granted	90/906466.9	04/05/1990	523036	12/27/1995	
	Japan	Granted	2-506188	04/05/1990	2590026	12/05/1996	
	Netherlands	Granted	90/906466.9	04/05/1990	523036	12/27/1995	
	United Kingdom	Granted	90/906466.9	04/05/1990	523036	12/27/1995	
	United States	Granted	07/778,940	12/10/1991	5344652	09/06/1994	(1)
Balloon Catheter Lock Adaptor (For Use With a Resterilization System)	Canada	Granted	2167505	07/18/1994	2167505	09/19/2000	
	Japan	Granted	Hei 7-506417	07/18/1994	2949262	07/09/1999	
	United States	Granted	08/097,891	07/28/1993	5476454	12/19/1995	(2)
	United States	Granted	507197	06/23/1983	4496350	01/29/1985	(3)
Blood Access Systems	United States	Granted	06/209,058	11/21/1980	4776843	10/11/1988	(4)
	United States	Granted	07/835,729	02/11/1992	5310524	05/10/1994	(5)
Catheter Reprocessing System	United States	Granted	06/922,205	10/23/1986	4721123	01/26/1988	(6)
	United States	Granted	09/250,449	04/07/1995	RE36914	10/17/2000	(7)
Dialysis Solution Mixing System	United States	Granted	577387	02/06/1984	4734198	03/29/1988	(8)
	United States	Granted	06/850,849	04/11/1986	4664891	05/12/1987	(9)
Dialyzer Precleaning System (Method of Cleaning a Dialyzer Header)	Taiwan	Granted	88116274	11/03/1999	122089	03/09/2001	
	United States	Granted	09/369,826	08/06/1999	6050278	04/18/2000	(10)
	United States	Granted	09/459,520	12/13/1999	6192900	02/27/2001	(11)
Dialyzer Reuse Machine	United States	Granted	06/472,075	03/04/1983	4517081	05/14/1985	(12)

# ISSUED PATENTS

Fiber Spinning Process for the Preparation  
of Asymmetrical Microporous Hollow  
Fibers.

Belgium	Granted	92/910588.0	04/12/1991	579749	01/10/1996
Brazil	Granted	PI 9205869	04/12/1991	PI 9205869	09/05/2000
European Patent Office	Granted	92/910588.0	04/12/1991	579749	01/10/1996
France	Granted	92/910588.0	04/12/1991	579749	01/10/1996
Germany	Granted	92/910588.0	04/12/1991	579749	01/10/1996
Italy	Granted	92/910588.0	04/12/1991	579749	01/10/1996
Japan	Granted	4-509707	03/30/1992	2941944	06/18/1999
Mexico	Granted	9201654	04/12/1991	176175	09/30/1994
Netherlands	Granted	92/910588.0	04/12/1991	579749	01/10/1996
Russian Federation	Granted	93058372	10/11/1993	2086296	08/10/1997
Switzerland	Granted	92/910588.0	04/12/1991	579749	01/10/1996
United Kingdom	Granted	92/910588.0	04/12/1991	579749	01/10/1996

Filter Cartridge (in U.S. "Hollow Fiber  
Filter Cart. for a Stand. Housing")

European Patent Office	Granted	87/905819.6	07/28/1987	381666	04/20/1994
France	Granted	87/905819.6	07/28/1987	381666	04/20/1994
Germany	Granted	87/905819.6	07/28/1987	381666	04/20/1994
Italy	Granted	87/905819.6	07/28/1987	381666	04/20/1994
United Kingdom	Granted	87/905819.6	07/28/1987	381666	04/20/1994
United States	Granted	458654	01/09/1990	5041220	08/20/1991

Gravity Flow Fluid Balance System

Canada	Granted	604520	06/30/1989	1321112	08/10/1993
United States	Granted	238903	08/31/1988	4994026	02/19/1991

Hollow Fiber Filter Having a Porous  
Collar/Ring Seal (07)

Method of Manufacturing of Hollow Fiber  
Cartridge with Porous Ring (08)

Method of Manufacture of Hollow Fiber  
Filter Cartridge with Porous Ring (03)

Japan	Granted	5-520213	04/05/1993	2618820	03/11/1997
United States	Granted	08/443,187	05/17/1995	5531848	07/02/1996
United States	Granted	08/296,728	08/26/1994	5543002	08/06/1996
United States	Granted	08/418,881	03/31/1995	5554283	09/10/1996

# ISSUED PATENTS

Hollow Fiber Membrane Incorporating a  
Surfactant and Method for Preparing Same

Canada	Granted	2136006	04/05/1993	2136006	11/30/1999
Japan	Granted	Hei 6-502327	04/05/1993	2818975	08/28/1998

Hollow Fiber Membranes and Method of  
Manufacture

United States	Granted	08/058,904	05/06/1993	5762798	06/09/1998
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(18)

Hollow Fiber Membranes and Method of  
Manufacture (Incorporating a Polyimide)

Canada	Granted	2143863	10/07/1993	2143863	06/08/1999
Japan	Granted	Hei 6-509425	10/07/1993	2887527	02/19/1999
United States	Granted	08/443,482	05/18/1995	5683584	11/04/1997

(19)

Improved Catheter Sterilizing Cassette

United States	Granted	29/004,161	01/28/1993	D350,398	09/06/1994
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(20)

Method for Sterilizing Medical Devices  
Utilizing a Room Temperature Sterilant

United States	Granted	08/558,236	11/17/1995	5589507	12/31/1996
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(21)

Percutaneous Implant

United States	Granted	06/314,569	10/26/1981	4496349	01/29/1985
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(22)

Percutaneous Implant for Peritoneal  
Dialysis (Improved)

United States	Granted	06/410,365	08/23/1982	4488877	12/18/1984
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(23)

Peritoneal Device System

United States	Granted	06/790,092	10/22/1985	4645494	02/24/1987
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(24)

Premix for Room Temperature Sterilant

United States	Granted	08/559,236	11/17/1995	5635195	06/03/1997
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(25)

Room Temperature Sterilant

Argentina	Granted	22942	06/01/1994	254696	11/30/2000
Canada	Granted	2191766	05/15/1995	2191766	08/24/1999
Japan	Granted	HEI 8-500911	05/15/1995	2897077	03/12/1999
Korea, South	Granted	96-706849	05/15/1995	187790	01/07/1999
United States	Granted	08/252,610	06/01/1994	5616616	04/01/1997

(26)

Room Temperature Sterilant for Medical  
Devices

Australia	Granted	10830/97	11/25/1996	705333	11/25/1996
Canada	Granted	2236262	11/25/1996	2236262	08/29/2000
United States	Granted	08/838,339	04/08/1997	5840343	11/24/1998

(27)



# ISSUED PATENTS

Second Generation AER (Endoscope  
Reprocessing and Sterilization System)

United States	Granted	09/409,663	09/30/1999	6068815	05/30/2000
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Sensor for Peracetic Acid-Hydrogen  
Peroxide Solution

European Patent

Office	Granted	91911684.8	05/18/1991	589873	08/25/1999
France	Granted	91911684.8	05/18/1991	589873	08/25/1999
Germany	Granted	91911684.8	05/18/1991	589873	08/25/1999
Japan	Granted	Hei 3-511533	05/18/1991	2619319	03/11/1997
Netherlands	Granted	91911684.8	05/18/1991	589873	08/25/1999
United Kingdom	Granted	91911684.8	05/18/1991	589873	08/25/1999
United States	Granted	08/157,143	12/08/1993	5400818	03/28/1995

29

Septum Retaining Means for Blood  
Access Device

United States	Granted	06/350574	02/22/1982	4405320	09/20/1983
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30

Stable, Anticorrosive Peracetic/Peroxide  
Sterilant

Australia	Granted	24100/92	07/15/1991	661862	07/14/1992
Brazil	Granted	PI 9206266-0	07/15/1991	PI9206266-	07/14/1992
Canada	Granted	2113360	07/15/1991	2113360	05/26/1998
European Patent					
Office	Granted	92916914.2	07/14/1992	649310	02/07/2001
Hungary	Granted	P 94 00007	07/14/1992	214 960	07/15/1998

Russian Federation	Granted	94019997	07/15/1991	2127607	07/14/1992
United States	Granted	08/162,065	12/09/1993	5508046	04/16/1996

31

Stable, Shippable Peroxy-Containing  
Microbicide

Belgium	Granted	87/905672.9	05/15/1987	357598	03/09/1994
Brazil	Granted	8707983-6	05/14/1987	PI87079836	03/25/1997
European Patent					
Office	Granted	87/905672.9	05/14/1987	357598	03/09/1994
France	Granted	87/905672.9	05/15/1987	357598	03/09/1994
Germany	Granted	87/905672.9	05/15/1987	357598	03/09/1994
Japan	Granted	SHO 62-50520	05/14/1987	2139454	12/11/1998
Netherlands	Granted	87/905672.9	05/15/1987	357598	03/09/1994
United Kingdom	Granted	87/905672.9	05/15/1987	357598	03/09/1994
United States	Granted	08/487,325	06/07/1995	5656302	08/12/1997

32

Sterilant Solutions for Hollow Fiber  
Membranes

United States	Granted	07/736,017	07/25/1991	5279735	01/18/1994
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**PENDING PATENTS**

<b>Title</b>	<b>Country</b>	<b>Status</b>	<b>Appl. No.</b>	<b>File Date</b>	
Apparatus and Process for Removal of Carbon Dioxide in a Bioreactor System					
	Patent Cooperation Treaty	Pending	US01/03947	02/07/2001	34
	United States	Pending	09/500,867	02/09/2000	35
Balloon Catheter Lock Adaptor (For Use With a Resterilization System)					
	European Patent Office	Pending	94923517	07/28/1993	
Dialyzer Coupling Device					
	United States	Pending	09/361,133	07/27/1999	36
Dialyzer Precleaning System (Method of Cleaning a Dialyzer Header)					
	Argentina	Pending	990104827	09/03/1999	
	Australia	Pending		09/03/1999	
	Canada	Pending	2335878	09/03/1999	
	European Patent Office	Pending	99969357.5	09/03/1999	
Fast Acting Room Temperature Sterilant (Multi-Part Microbial Concentrate System, Activated Solution, Use-Dilution Solution, Method of Making Same, and Method of Sterilizing with the Use-Dilution Solution)					
	Argentina	Pending		09/30/1999	
	Australia	Pending	62774/99	03/01/2001	
	Canada	Pending		03/12/2001	
	Colombia	Pending		09/30/1999	
	European Patent Office	Pending	99950033.3	09/30/1999	
	Japan	Pending	2000-571756	03/26/2001	
	United States	Pending	09/409,344	09/30/1999	37
	Venezuela	Pending		09/30/1999	
Hollow Fiber and Filter Cleaner					
	Patent Cooperation Treaty	Pending	US00/21650	08/09/2000	38
	United States	Pending	09/439,083	11/12/1999	39
Hollow Fiber Filter Having a Porous Collar/Ring Seal (07)					
Method of Manufacturing of Hollow Fiber Cartridge with Porous Ring (08)					
Method of Manufacture of Hollow Fiber Filter Cartridge with Porous Ring (03)					
	Japan	Pending	8-254355	05/18/1992	
Hollow Fiber Membrane Incorporating a Surfactant and Method for Preparing Same					
	European Patent Office	Pending	93/912130.7	04/05/1993	

Title	Country	Status	Appl. No.	File Date	
Hollow Fiber Membranes and Method of Manufacture (Incorporating a Polyimide)	European Patent Office	Pending	94901155.5	10/07/1993	
Liquid/Powder Acid Concentrate for Dialysate and a Method of Making the Same	United States	Pending	09/352,325	07/13/1999	40
Method for Sterilizing Medical Devices Utilizing a Room Temperature Sterilant	Australia	Published	74463/96	10/11/1996	
	Canada	Pending	2235401	10/11/1996	
	Japan	Published	9-519712	10/11/1996	
Reverse Flow Cleaning and Sterilizing Device and Method	Argentina	Pending	990104950	09/30/1999	
	Australia	Pending		09/30/1999	
	Canada	Pending	2335875	09/30/1999	
	Colombia	Published	99-061.256	09/14/1999	
	European Patent Office	Pending	99949973.4	09/30/1999	
	United States	Pending	09/409,101	09/30/1999	41
	Venezuela	Pending	2002-99	09/30/1999	
Room Temperature Sterilant	Brazil	Pending	PI 9507793-6	05/15/1995	
	European Patent Office	Pending	95919837.5	05/15/1995	
	Venezuela	Published	748-95	06/01/1994	
Room Temperature Sterilant for Medical Devices	Argentina	Pending	960105425	11/29/1996	
	European Patent Office	Pending	96940875.6	11/25/1996	
	Japan	Pending	9-520606	11/25/1996	
Second Generation AER (Endoscope Reprocessing and Sterilization System)	Argentina	Pending		09/30/1999	
	Australia	Pending	62724/99	03/01/2001	
	Canada	Pending		03/12/2001	
	Colombia	Pending		10/01/1999	
	Colombia	Pending	99062304	10/01/1999	
	United States	Pending	09/522,006	03/09/2000	42
	Venezuela	Pending		09/30/1999	

Title	Country	Status	Appl. No.	File Date
Stable, Anticorrosive Peracetic/Peroxide Sterilant				
	Austria	Pending	92916914.2	07/15/1991
	Belgium	Pending	92916914.2	07/15/1991
	Denmark	Pending	92916914.2	07/15/1991
	France	Pending	92916914.2	07/15/1991
	Germany	Pending	92916914.2	07/15/1991
	Greece	Pending	92916914.2	07/15/1991
	Italy	Pending	92916914.2	07/15/1991
	Korea, South	Pending	94-700104	07/14/1992
	Luxembourg	Pending	92916914.2	07/15/1991
	Netherlands	Pending	92916914.2	07/15/1991
	Spain	Pending	92916914.2	07/15/1991
	Sweden	Pending	92916914.2	07/15/1991
	Switzerland	Pending	92916914.2	07/15/1991
	United Kingdom	Pending	92916914.2	07/15/1991

#### Sterile Packaging System

Patent Cooperation Treaty	Pending	US00/20716	07/28/2000
United States	Pending	09/389,927	09/03/1999

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## **SCHEDULE II**

**ATTACHED TO AND MADE A PART OF THAT  
CERTAIN INTELLECTUAL PROPERTY SECURITY AGREEMENT  
FROM CANTEL MEDICAL CORP., MEDIVATORS, INC., MINNTECH  
CORPORATION AND WELLSPRING, INC. TO FLEET NATIONAL BANK AS  
ADMINISTRATIVE AGENT**

### **TRADEMARK REGISTRATIONS AND APPLICATIONS**

Medivators Inc.

Trademark Registrations  
and Applications

Exhibit A

Minntech Corporation

Trademark Registrations  
Trademark Applications

Exhibit B  
Exhibit C

Schedule II  
Exhibit A

Trademark Report by Mark

Printed: 01/03/2001

Page 1

COUNTRY	REFERENCES	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>PRODUCERS</b>							
AUSTRALIA	34378.0.39.1.1	05/15/1989	757322			PENDING	10
BRASIL	34378.0.39.1.5	11/24/1994	818094257	02/18/1997	813084257	REGISTERED	09
CANADA	34378.0.39.1.2	06/14/1999	1018804			PENDING	7M
EUROPEAN UNION (CT	34378.0.39.1.3	06/28/1999	1224551	10/11/2000	1224591	REGISTERED	10
JAPAN	34378.0.39.1.4	05/14/1999	1151319	08/11/2000	4408493	REGISTERED	10
<b>PLANTICIDE</b>							
EUROPEAN UNION (CT	34378.0.39.2.2					PROPOSED	
UNITED STATES	34378.0.39.2.1	07/26/2000	75/103 609			PENDING	05
END OF REPORT						TOTAL ITEMS SELECTED =	7

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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**MEDIVATORS**

AUSTRALIA	34378.0.39.1.7	05/15/1999	797333			PENDING	10
10 - MEDICAL APPARATUS AND PARTS THEREFORE; INCLUDING, FLEXIBLE ENDOSCOPE DISINFECTORS							
BRAZIL	34378.0.39.1.5	11/24/1994	818094257	02/18/1997	818094257	REGISTERED	05
05 - SCIENTIFIC, MEDICAL, ODONTOLOGICAL AND VETERINARY APPARATUS AND INSTRUMENTS							
CANADA	34378.0.39.1.2	05/14/1999	1012804			PENDING	TM
TM - MEDICAL APPARATUS AND PARTS THEREFORE; NAMELY, FLEXIBLE ENDOSCOPE DISINFECTORS							
EUROPEAN UNION (CT)	34378.0.39.1.3	06/28/1999	1224591	10/11/2000	1224691	REGISTERED	10
10 - MEDICAL APPARATUS AND INSTRUMENTS AND PARTS THEREFOR; ENDOSCOPES; FLEXIBLE ENDOSCOPES; DISINFECTORS FOR ENDOSCOPES							
JAPAN	34378.0.39.1.4	05/14/1999	1151812	09/11/2000	4408493	REGISTERED	10
10 - MEDICAL APPARATUS AND PARTS							

**RAPICIDE**

EUROPEAN UNION (CT)	34378.0.39.2.2					PROPOSED	
UNITED STATES	34378.0.39.2.1	07/26/2000	76103,809			PENDING	05
05 - STERILIZING AND DISINFECTING SOLUTION							

*SAME as prev  
 25 page*

END OF REPORT

TOTAL ITEMS SELECTED - 7

# REGISTERED TRADEMARKS

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
ACETOPER	Canada	Registered	03/14/1994	749502	439985	02/24/1995	All purpose sterilant and disinfectant preparation.
ACTRIL	Argentina	Registered	03/20/1997	2074152	1746484	07/27/1999	General purpose cleaning agents.
	Argentina	Registered	03/20/1997	2074153	1760986	11/09/1999	General purpose cleaning agent.
	Argentina	Registered	08/17/1995	1995820	1653183	12/17/1997	Cleaning/sterilant and cleaning/disinfectant preparations for use in dialyzer reprocessing.
	Benelux	Registered	03/26/1992	778036	516421	03/26/1992	General purpose cleaning agent, sterilant and disinfectant preparations
	Chile	Registered	07/08/1998	419.915	528.939	12/01/1998	All purpose cleaning/sterilant and cleaning/disinfectant preparations.
	France	Registered	09/25/1992	92/435.340	92/435.340	09/25/1992	Chemical sterilant for use in disinfecting kidney dialysis machines
	Germany	Registered	03/23/1992	M72033/3 Wz	2040881	07/21/1993	Sterilant preparations for medical use in hemodialysis kidney machine disinfection.
	Italy	Registered	05/04/1992	MI92C003256	642008	12/28/1994	General purpose cleaning agent, sterilant and disinfectant preparations; pharmaceutical, veterinary and sanitary substances; infants' and invalids' foods; plasters, material for bandaging; material for stopping teeth, dental wax; disinfectants; preparation for killing weeds and destroying vermin.
	Portugal	Registered	05/04/1992	282.658	282.658	01/06/1994	General purpose cleaning agent, sterilant and disinfectant preparations
	United Kingdom	Registered	01/09/1995	2010957	2010957	01/09/1995	Cleaning, sterilising and disinfecting preparations for clinical and hospital equipment and instruments.
	United Kingdom	Registered	04/01/1992	1496187	A1496187	04/01/1992	Cleaning, sterilising and disinfecting preparations, all for use on hemodialysis kidney machines.
	United States	Registered	02/18/1994	74/491,771	1884564	03/21/1995	Reagent strips for analysis of peracetic acid for clinical and medical use.



Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
	United States	Registered	08/14/1987	678300	1508864	10/18/1988	All purpose cleaning/sterilant and cleaning/disinfectant preparations
ACTRIL in Katakana							
	Japan	Registered	06/05/1998	Hei 10-47927	4308396	08/27/1999	Liquid chemical sterilant and disinfectant for use in conjunction with medical devices and other sterilant and disinfectant.
BICARB-O-MATE							
	United States	Registered	06/26/1981	73/316,580	1250996	09/13/1983	Hemodialysis sodium bicarbonate proportioning system--namely, a mixing container, valving and solution conductivity measuring sensors and electrical alarms
BIOFLUX							
	United States	Registered	04/01/1985	529737	1385830	03/11/1986	Hollow fiber filters for use in genetic engineering applications, including cell culture equipment
CATHETRON							
	Benelux	Registered	03/26/1992	778030	519329	03/26/1992	Medical apparatus for use in connection with the sterilization of used catheters in Class 10; Apparatus for sterilizing used catheters in Class 11.
	France	Registered	12/16/1991	325.371	1.712.094	12/16/1991	Equipment for the sterilization of balloon catheters of medical quality
	Germany	Registered	03/23/1992	M72028/10wz	2025661	12/02/1992	Surgical, medical, dental and veterinary apparatus and instruments, including those for reprocessing and sterilizing used catheters
	Italy	Registered	05/04/1992	M192C003264	642016	12/28/1994	Class 9 - Scientific, nautical, surveying and electrical apparatus and instruments (including wireless), photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), lifesaving and teaching apparatus and instruments; co
	Portugal	Registered	05/14/1992	282.929	282.929	01/07/1994	Reprocessing and sterilizing used catheters, not included in other classes
	Portugal	Registered	05/14/1992	282.93	282.93	01/07/1994	Medical apparatus for reprocessing sterilizing used catheters

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
CATHETRON & DESIGN	United States	Registered	11/06/1995	75/015,579	2068663	06/10/1997	Pamphlets describing medical apparatus for catheter reprocessing.
CATHx	Benelux	Registered	08/05/1992	784060	517332	08/05/1992	Chemical sterilant for use in sterilizing catheters
	Canada	Registered	04/21/1992	703389	430388	07/15/1994	Chemical sterilant for use in sterilizing medical catheters
	France	Registered	12/16/1991	325.369	1.712.092	12/16/1991	Chemical sterilant for use in sterilizing medical catheters
	Germany	Registered	08/03/1992	M7300/5WZ	2061020	03/29/1994	Chemical sterilant used to sterilize catheters.
	Italy	Registered	08/28/1992	MI92C 006052	649729	05/05/1995	Chemical sterilant for use in sterilizing catheters - pharmaceutical, veterinary and sanitary substances; infant's and invalids' food; plasters, material for bandaging; material for stopping teeth, dental wax; disinfectants; preparations for killing weed
CATHx STERILANT	France	Registered	12/16/1991	325.37	1.712.093	12/16/1991	Chemical sterilant for use in sterilizing medical catheters
CENTRISOL	Argentina	Registered	10/03/1995	2002321	1724822	03/16/1999	Dialysis Concentrate.
	Benelux	Registered	07/28/1993	801026	536090	07/28/1993	Powdered or liquid bicarbonate and acid concentrate for use in hemodialysis therapy.
	Colombia	Registered	11/13/1996	96/061.630	197.594	05/30/1997	Dialysis concentrate material.
	France	Registered	08/25/1993	93/481443	93/481443	08/25/1993	Powdered or liquid bicarbonate and acid concentrate for use in hemodialysis therapy.
	Germany	Registered	07/28/1993	M 75561/5 Wz	M 75561/5	07/31/1995	Substances for hemodialysis therapy, particularly in the form of powdered and liquid bicarbonates and acid concentrates.
	Indonesia	Registered	07/31/1993	6552	314278	10/27/1994	Powdered and liquid bicarbonate and acid concentrate for use in hemodialysis therapy.

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods	
	Italy	Registered	09/09/1993	MI93C 006144	676614	04/24/1996	Powdered or liquid bicarbonate and acid concentrate for use in hemodialysis therapy; pharmaceutical, veterinary and sanitary substances; infants' and invalids' foods; plasters, material for bandaging; material for stopping teeth, dental wax; disinfectants	
	South Africa	Registered	08/02/1993	93/6507	93/6507	08/02/1993	Pharmaceutical preparations; powdered and liquid bicarbonate and acid concentrates for use in hemodialysis therapy; dietetic substances adapted for medical use.	
	United Kingdom	Registered	08/20/1993	1545452	1545452	08/20/1993	Powdered or liquid bicarbonate and acid concentrate, all for use in hemodialysis therapy	
	United States	Registered	08/04/1987	678301	1483015	04/05/1988	Dialysis concentrate material	6
<b>DESIGN OF HEART &amp; STAR</b>								
	United States	Registered	03/04/1998	75/444,608	2240651	04/20/1999	Medical devices used in cardiosurgery, namely, oxygenators and hemoconcentrators	7
<b>DESIGN OF MINNTECH CIRCLE</b>								
	United States	Registered	12/02/1992	74/336,110	1845326	07/19/1994	Class 5: Sterilizing and disinfectant preparations, namely, chemical sterilants, dialyzer reprocessing sterilants, all purpose disinfectants and sterilant test strips. Class 10: Medical instruments and apparatus, namely, pressure monitors, ultrasonic	8
<b>DESIGN OF RENAL SYSTEMS LOGO</b>								
	United States	Registered	11/14/1977	148346	1095675	07/11/1978	Solutions used in hemodialysis	9
	United States	Registered	11/14/1977	73/148,348	1109687	12/19/1978	Repair and servicing of medical instruments and apparatus	10
	United States	Registered	11/14/1977	148354	1108503	12/12/1978	Medical instruments and apparatus	11
<b>DIAFILTER</b>								
	Australia	Registered	05/23/1972		A258654	05/23/1972	Clinical ultrafilters and membranes for use in hemodialysis and in artificial kidney equipment.	
	Benelux	Registered	03/16/1977	38655	344275	03/16/1977		
	Canada	Registered	11/16/1989	644782	374713	10/19/1990		
	France	Registered	12/12/1987		1442526	12/30/1987		
	Germany	Registered	03/22/1977		969578	04/04/1978		
	Italy	Registered	06/20/1984	TOE0379	686224	08/29/1986		

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods	
	Japan	Registered	10/23/1981	56088517	2229246	05/31/1990	Filter for medical hemodialysis machines, filter for artificial kidney and other medical filter.	
	United Kingdom	Registered	03/31/1977		1076511	03/31/1977	Filtration, dialysis and reverse osmosis apparatus, and parts and fittings therefor; and membranes for use with such apparatus.	
<b>DIGI-DYNE</b>	United States	Registered	01/04/1982	344376	1244331	07/05/1983	Digital medical air pressure monitors	12
<b>ENDOSOAP</b>	United States	Registered	03/24/1995	74/651,490	1954974	02/06/1996	Low-foam cleaning detergent for use in automatic endoscope reprocessors/cleaners	13
<b>FIBERCOR</b>	Japan	Registered	11/07/1996	8-125376	4344702	12/17/1999	Water purifier by the use of hollow fiber cartridge filter, other water purifying apparatus and instruments, and water purifier for domestic use.	
	United States	Registered	06/22/1992	74/287,681	1839929	06/14/1994	Hollow fiber water filtering units for household, industrial, and institutional uses.	14
<b>FIBERCOR &amp; DESIGN</b>	United States	Registered	07/28/1992	74/299,226	1762686	04/06/1993	Hollow fiber filtering units for household, industrial, and institutional use	15
<b>FIBERFLO</b>	Brazil	Registered	04/06/1998	820661368	820661368	07/18/2000	Hollow fiber water filtering units for household use	
	United States	Registered	06/22/1992	74/287,092	1761229	03/30/1993	Hollow fiber water filtering units for household, industrial, and institutional uses.	16
<b>HEMASITE</b>	United States	Registered	10/05/1981	330951	1231771	03/22/1983	Body fluid access implants and related accessories--namely, cannula sets, protective caps, locking clips, septum replacements, shower covers, single and double probe obturators, plugs, septa, pressure and flow monitors, pressure and flow monitoring lines,	17
<b>HEMOCOR</b>	Argentina	Registered	12/11/1997	2120122	1720909	02/11/1999	Apparatus for the concentration of blood during surgery.	
	Benelux	Registered	03/26/1992	778035	510697	03/26/1992	Apparatus for the concentration of blood during surgery	

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods	
	France	Registered	12/15/1997	97/708.914	97/708.914	05/22/1998	Apparatus, all for the concentration of blood during surgery	
	France	Registered	04/15/1992	92415156	92/415.156	04/15/1992	Medical apparatus for blood oxygenation	
	Germany	Registered	03/25/1992	M72049/10Wz 2 041 672		08/03/1993	Blood treating apparatus, namely apparatus coupled to an extracorporeal circuit, for the concentration of blood open-heart surgical procedures	
	Italy	Registered	05/04/1992	MI92C 003262 642014		12/28/1994	Apparatus for the concentration of blood during surgery - surgical, medical, dental and veterinary instruments and apparatus (including artificial limbs, eyes and teeth)	
	Portugal	Registered	05/04/1992	282.659	282.659	01/06/1994	Apparatus for the concentration of blood during surgery	
	Taiwan	Registered	12/11/1997	86062805	826033	11/16/1998	Apparatus, all for the concentration of blood during surgery	
	United Kingdom	Registered	04/01/1992	1496184	1496184	04/01/1992	Apparatus, all for the concentration of blood during surgery, all included in Class 10.	
	United States	Registered	06/26/1997	75/315,345	2169641	06/30/1998	Blood processing equipment, namely, an apparatus coupled to an extracorporeal circuit, said apparatus for medical use in the concentration of blood during an open heart surgical procedure.	18
	United States	Registered	06/17/1985	543384	1379042	01/21/1986	Apparatus for blood oxygenation.	19
HEMOCOR HPH	United States	Registered	07/28/1992	74/299,209	1820542	02/08/1994	Blood processing equipment, namely, an apparatus coupled to an extracorporeal circuit, said apparatus for medical use in the concentration of blood during an open heart surgical procedure.	20
MINIFILTER	Colombia	Registered	10/01/1997	97/057.235		07/23/1998	Hollow Fiber Membrane Device for Pediatric Hemofiltration	
MINNCARE	Brazil	Registered	04/06/1998	820661350	820661350	10/17/2000	Disinfectants for use on reverse osmosis membranes and their associated fluid distribution tubing and containers, for industrial use	

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods	
	United States	Registered	02/18/1994	74/491,769	1879494	02/21/1995	Reagent strips for analysis of peracetic acid for clinical and medical use.	21
	United States	Registered	07/10/1989	73/811,475	1596017	05/15/1990	Disinfectants for use on reverse osmosis membranes and their associated fluid distribution tubing and containers, for medical and industrial use	22
MINNCLEAN	Brazil	Registered	04/06/1998	820661430	820661430	10/17/2000	Disinfectants for industrial use	23
	United States	Registered	11/04/1993	74/456,486	1912205	08/15/1995	General purpose disinfectant preparations.	
MINNILERT	United States	Registered	09/26/1990	74/100,618	1709283	08/18/1992	Medical blood cardioplegia instruments, namely pressure monitors, air detectors, electronic pump controllers and pumps	24
MINNTECH	Argentina	Registered	11/07/1994	1945708	1625789	01/31/1997	Sterilizing preparations for general purpose use; namely sterilants, disinfectants; sterilant test strips; and dialysate concentrate.	
	Argentina	Registered	11/07/1994	1945709	1571293	08/07/1995	For surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth, orthopedic articles; and suture materials.	
	Bahamas	Registered	11/08/1994	16820	16820	11/08/1994	Plasters, materials for dressings; material for stopping teeth, dental wax; surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth, orthopedic articles and suture materials.	
	Taiwan	Registered	12/11/1997	86062807	871638	10/16/1999	Medical instruments and apparatus; namely, pressure monitors, ultrasonic air detectors, oxygenators, dialyzers, hollow fiber units for heat exchanging and filtering hemofilters, sterilizing apparatus for reprocessing apparatus, blood pumps, and hemoconcentrators.	
	United States	Registered	06/02/1994	74/532,591	1894811	05/23/1995	Sterilizing preparations for general purpose use; namely, disinfectants; sterilant test strips.	25

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
	United States	Registered	04/04/1985	530590	1365370	10/15/1985	Hollow fiber filters for use in genetic engineering applications including cell culture equipment

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## MINNTECH &amp; DESIGN

Argentina	Registered	11/07/1994	1945711	1571295	08/07/1995	For surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth, orthopedic articles; and suture materials.
Argentina	Registered	11/07/1994	1945710	1571294	08/07/1995	Pharmaceutical, veterinary and sanitary preparations; dietetic substances adapted for medical use, food for babies; plasters, materials for dressings; material for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides a
Bahamas	Registered	11/08/1994	16819	16819	11/08/1994	Plasters, materials for dressings; material for stopping teeth, dental wax; surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth, orthopedic articles and suture materials.
Benelux	Registered	03/26/1992	778034	514034	03/26/1992	Class 5 - Sterilizing preparations for general purpose use, namely, chemical sterilants and sterilant test strips Class 10 - Medical instruments and apparatus, namely, pressure monitors for perfusionist systems and medical air detectors for ultrasonic air
France	Registered	04/22/1992	92416039	92/416.039	04/22/1992	Sterilizing preparations for general purpose use, namely, chemical sterilants and sterilant test strips; filtration equipment, namely, water filters, medical hemoconcentrators and plasma filters; and medical instruments and apparatus, namely, pressure mon

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
	Germany	Registered	03/23/1992	M72025/10Wz	2090700	01/31/1995	Sterilizing preparations for medical use, namely chemical sterilants and sterilant test strips, filtering apparatus, namely water filters for household and industrial use and installations and for filtering drinking water; medical hemoconcentrators and p
	Italy	Registered	05/04/1992	MI92C003258	642010	12/28/1994	Class 5 - sterilizing preparations for general purpose use, namely, chemical sterilants and sterilant test strips -- pharmaceutical, veterinary and sanitary substances; infants' and invalids' foods; plasters, material for bandaging; material for stopping
	Portugal	Registered	05/14/1992	282.923	282 923	01/07/1994	Sterilizing preparations for general purpose use not included in other classes, including chemical sterilants and sterilant test strips
	Portugal	Registered	05/14/1992	282.925	282 925	01/07/1994	Filtration equipment, not included in other classes, including water filters, medical hemoconcentrators and plasma filters
	Portugal	Registered	05/14/1992	282.924	282 924	01/07/1994	Medical instruments and apparatus, including pressure monitors for perfusionist systems and medical air detectors for ultrasonic air detections
	United Kingdom	Registered	04/01/1992	1496090	A1496090	04/01/1992	Sterilizing preparations, chemical sterilants and sterilant test strips; all for use in dialysis apparatus, endoscopy apparatus and cardiology apparatus.
	United Kingdom	Registered	04/01/1992	1496091	A1496091	04/01/1992	Medical instruments and apparatus; filtration apparatus for medical use; pressure monitors for perfusionist installations; medical air detectors used for ultrasonic air detection.
	United States	Registered	02/22/1991	74/141,202	1741093	12/22/1992	Hemoconcentrators in Class 10; Filtering equipment; namely, water filters in Class 11.

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Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods	
	United States	Registered	11/25/1992	74/334,586	1785407	08/03/1993	Medical instruments and apparatus; namely, pressure monitors, ultrasonic air detectors, oxygenators, dialyzers, hollow fiber units for heat exchanging and filtering, sterilizing apparatus for reprocessing apparatus, blood pumps in Class 10; Filtration equ	28
NEO-CATH	United States	Registered	02/22/1991	74/141,203	1670033	12/31/1991	Sterilizing preparations for general purpose use; namely, sterilants; sterilant test strips.	29
	United States	Registered	10/27/1983	449992	1302478	10/30/1984	Infant central venous catheters	30
NEPHROSOL	Argentina	Registered	08/17/1995	1995822	1605445	06/28/1996	Dialysis concentrates.	
	Colombia	Registered	11/13/1996	96/061.634	206.276	12/26/1997	Dialysis concentrate material.	
	France	Registered	08/25/1993	93/481444	93/481444	08/25/1993	Acetate concentrate for use in dialysis therapy.	
	Indonesia	Registered	07/31/1993	6548	313525	10/17/1994	Acetate concentrate for use in dialysis therapy.	
	Italy	Registered	09/09/1993	MI93C 006143	676613	04/24/1996	Acetate concentrate for use in dialysis therapy; pharmaceutical, veterinary and sanitary substances; infants' and invalids' foods; plasters, material for bandaging; material for stopping teeth, dental wax; disinfectants; preparations for killing weeds and	
	South Africa	Registered	08/02/1993	93/6504	93/6504	10/11/1996	Chemicals for industrial, scientific and laboratory purposes; acetate concentrates for use in dialysis therapy.	
OPTIMUS	Taiwan	Registered	12/11/1997	86062801	825378	11/16/1998	Dialysis concentrate for use in hemodialysis procedures.	
	United Kingdom	Registered	08/20/1993	1545450	1545450	08/20/1993	Acetate concentrate for use in dialysis therapy.	
	United States	Registered	12/19/1995	75/034,514	2036840	02/11/1997	Dialysis concentrate for use in hemodialysis procedures.	31
	United States	Registered	06/03/1988	73/734,300	1520391	01/17/1989	Dialysis concentrate for use in hemodialysis procedures.	32
	Benelux	Registered	07/28/1993	801030	536483	07/28/1993	Hollow fiber hemodialyzer units for medical use in hemodialysis and filtration and ultrafiltration of water and solutes from blood.	

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
	France	Registered	08/25/1993	93/481448	93/481448	08/25/1993	Hollow Fiber Hemodialyzer units for medical use in hemodialysis and filtration and ultrafiltration of water and solutes from blood.
	Italy	Registered	09/09/1993	MI93C 006146	676616	04/24/1996	Hollow fiber hemodialyzer units for medical use in hemodialysis and filtration and ultrafiltration of water and solutes from blood. Surgical, medical, dental and veterinary instruments and apparatus (including artificial limbs, eyes and teeth.)
<b>PERACT</b>							
	Benelux	Registered	01/26/1996	864112	587045	01/26/1996	General purpose sterilant and disinfectant.
	Colombia	Registered	02/08/1996	96/005.636	188.279	08/15/1996	General purpose sterilant and disinfectant.
	France	Registered	01/31/1996	96/608355	96/608355	01/31/1996	General purpose sterilant and disinfectant.
	Germany	Registered	01/26/1996	39603467.5	396 03 467	09/03/1996	General purpose sterilants and disinfectants.
	Peru	Registered	02/22/1996	4050	25774	05/13/1996	General purpose sterilant and disinfectant.
	United Kingdom	Registered	01/31/1996	2054691	2054691	01/31/1996	General purpose sterilant and disinfectant.
	United States	Registered	01/31/1996	75/051,375	2089993	08/19/1997	General purpose sterilant and disinfectant
<b>PERASSAY</b>							
	United States	Registered	02/18/1994	74/492,099	1917149	09/05/1995	Reagent strips for analysis of peracetic acid for clinical, medical and diagnostic laboratory use.
<b>PERAZYME</b>							
	France	Registered	02/11/1997	97/663.090	97/663.090	07/25/1997	Enzymatic detergent or soap for use in automatic endoscope reprocessors/cleaners.
	United States	Registered	08/15/1997	75/341,496	2165991	06/16/1998	Enzymatic detergent or soap for use in automatic endoscope reprocessors/cleaners.
<b>POLYPHEN</b>							
	Benelux	Registered	03/26/1992	778032	512713	03/26/1992	Polymeric hollow fiber units for medical use in biological gas exchanging, heat exchanging and filtering
	France	Registered	04/15/1992	92415155	92/415.55	04/15/1992	Polymeric hollow fiber units for medical use in biological gas exchanging, heat exchanging and filtering

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Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
	Germany	Registered	03/23/1992	M72026/10Wz	2025660	12/02/1992	Surgical, medical, dental and veterinary apparatus and instruments, including polymeric hollow-fiber units for medical use, particularly for biological gas exchanging, heat exchanging and filtration purposes
	Italy	Registered	05/04/1992	MI92C003261	642013	12/28/1994	Polymeric hollow fiber units for medical use in biological gas exchanging, heat exchanging and filtering--surgical, medical, dental and veterinary instruments and apparatus (including artificial limbs, eyes and teeth)
	Portugal	Registered	05/04/1992	282.661	282.661	01/06/1994	Polymeric hollow fiber units for medical use in biological gas exchanging, heat exchanging and filtering
	United Kingdom	Registered	04/01/1992	1496177	A1496177	04/01/1992	Apparatus for gas exchange, heat exchange and filtration; all including or incorporating polymeric hollow fibers; all for medical use
	United States	Registered	10/07/1991	74/210,443	1832069	04/19/1994	Polymeric hollow fiber units for medical use in biological gas exchanging, heat exchanging and filtering.
PRIMUS	Benelux	Registered	03/26/1992	778029	512711	03/26/1992	Hollow fiber hemodialyzer units for medical use in hemodialysis, and filtration and ultrafiltration of water and solutes from blood
	Colombia	Registered	11/16/1996	96/061.633	197.596	05/30/1997	Hollow fiber hemodialyzer units for medical use in hemodialysis, and filtration and ultrafiltration of water and solutes from blood.
	France	Registered	04/15/1992	92415157	92/415.157	04/15/1992	Hollow fiber hemodialyzer units for medical use in hemodialysis, and filtration and ultrafiltration of water and solutes from blood
	Germany	Registered	03/23/1992	M72027/10Wz	2057295	02/21/1994	Surgical, medical, dental and veterinary apparatus and instruments, particularly hollow-fiber dialyzer units for hemodialysis and for filtration and ultrafiltration of water and solutes from blood

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Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
	Italy	Registered	05/04/1992	MI92C003260	642012	12/28/1994	Hollow fiber hemodialyzer units for medical use in hemodialysis, and filtration and ultrafiltration of water and solutes from blood -- surgical, medical, dental and veterinary instruments and apparatus (including artificial limbs, eyes and teeth)
	Mexico	Registered	01/20/1998	320144	571990	01/20/1998	Hollow fiber hemodialyzer units for medical use in hemodialysis, and filtration and ultrafiltration of water and solutes from blood
	Portugal	Registered	05/04/1992	282.662	282.662	01/06/1994	Hollow fiber hemodialyzer units for medical use in hemodialysis, and filtration and ultrafiltration of water and solutes from blood
	United Kingdom	Registered	04/01/1992	1496375	A1496375	04/01/1992	Hemodialysis apparatus; apparatus for filtration and ultrafiltration of water and solutes from blood, all incorporating hollow fibers
	United States	Registered	02/04/1992	74/243,003	1788023	08/17/1993	Hollow fiber hemodialyzer units for medical use in hemodialysis, and filtration and ultrafiltration of water and solutes from blood
RENACLEAR	Benelux	Registered	02/04/1999	931832	649622	02/04/1999	Class 3: Cleaning preparations, whether disinfecting or not, for cleaning medical equipment, like dialysers and dialyser reprocessing equipment. Class 5: Preparations for disinfecting of medical equipment, like dialysers and dialyser reprocessing equip
	France	Registered	02/08/1999	99/773,693	99/773,693	02/08/1999	Class 5: Disinfectants and cleaners for use on medical equipment; namely, for use on dialyzers and dialyzer reprocessing equipment. Class 10: Medical devices; namely, dialyzer cleaning equipment.

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Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
	Germany	Registered	02/04/1999	399 06 142.8	399 06 142	06/22/1999	Class 5: Disinfectants, specifically disinfectants and cleaning agents for dialyzers, dialyzer reprocessing equipment and other medical apparatus. Class 10: Surgical, medical, dental and veterinary apparatus and instruments, apparatus for cleaning dial
	Japan	Registered	11/22/1999	11-107641	4424393	10/13/2000	Dialyzing equipment, dialyzer cleaning equipment, other medical devices
	Japan	Registered	11/22/1999	11-107640	4424392	10/13/2000	Disinfecting and cleaning preparations for use on dialyzers (dialyzing equipment), other pharmaceutical preparations
	Spain	Registered	02/11/1999	2215511	2215511	08/05/1999	Medical devices; namely, dialyzer cleaning equipment.
	Spain	Registered	02/11/1999	2215509	2215509	08/05/1999	Disinfectants and cleaners for use on medical equipment; namely, for use on dialyzers and dialyzer reprocessing equipment.
	Taiwan	Registered	11/20/1999	88057939	912018	11/01/2000	Medical devices; namely, dialyzer cleaning equipment.
	United Kingdom	Registered	02/24/1999	2189989	2189989	02/24/1999	Class 5: Disinfectants and cleaners for use on medical and surgical apparatus, instruments and equipment; disinfectants and cleaners for use on dialyzers and dialyzer reprocessing apparatus, instruments and equipment. Class 10: Surgical and medical app
	United States	Registered	01/19/1999	75/623,286	2439155	03/27/2001	Medical devices, namely, dialyzer cleaning apparatus. 38
	United States	Registered	01/19/1999	75/623,285	2407133	11/21/2000	Disinfecting and cleaning preparations for medical equipment, namely, for use on dialyzers and dialyzer reprocessing equipment. 39
RENAFLO	Austria	Registered	12/30/1996	AM 7028/96	169 283	04/16/1997	Surgical, medical, dental and veterinary apparatus and instruments, particularly hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis; artificial limbs, eyes and teeth.

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
	Benelux	Registered	12/30/1996	885131	604995	12/30/1997	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.
	Colombia	Registered	11/13/1996	96/061.631	197.595	05/30/1997	Kidney dialysis apparatus-namely, miniature blood pumps and kidney dialyzers.
	Colombia	Registered	03/06/1998	98/012.333	218408	02/26/1999	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.
	Denmark	Registered	12/30/1996	7024/1996	2822/1997	07/04/1997	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.
	Finland	Registered	12/30/1996	5349/96	207716	09/30/1997	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.
	France	Registered	12/27/1996	96/657.310	96/657.310	12/27/1996	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.
	Germany	Registered	05/11/1992	M72354/10Wz	2032564	03/17/1993	Surgical, medical, dental and veterinary apparatus and instruments, including hemofiltration apparatus, blood pumps and dialyzers, also in miniature size, for kidney dialysis
	Greece	Registered	01/10/1997	131.862	131862	11/17/1998	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.
	Hungary	Registered	01/09/1997	M 97 00069	151 795	04/28/1998	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.
	Iceland	Registered	01/03/1997	3/1997	536/1997	04/23/1997	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.
	Ireland	Registered	01/03/1997	97/0030	203396	01/03/1997	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.
	Italy	Registered	01/13/1997	MI97C 00162	786138	08/04/1999	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.
	Norway	Registered	01/02/1997	970026	186445	11/13/1997	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.
	Poland	Registered	01/15/1997	Z-168616	114314	01/15/1997	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.
	Portugal	Registered	01/21/1997	321458	321458	05/04/1998	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.
	Slovakia	Registered	01/09/1997	POZ 73-97	186392	07/20/1999	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods	
	Spain	Registered	01/07/1997	2066998	2066998	09/03/1998	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.	
	Sweden	Registered	12/27/1996	96-11995	327279	06/18/1998	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.	
	Switzerland	Registered	12/27/1996	09504/1996	442.707	12/27/1996	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis.	
	United Kingdom	Registered	12/27/1996	2119642	2119642	12/27/1996	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis. FILED AS: Haemofiltration apparatus for medical use; parts and fittings for all the aforesaid goods.	
	United States	Registered	08/10/1981	322850	1223288	01/11/1993	Kidney dialysis apparatus--namely, miniature blood pumps and kidney dialyzers	40
	United States	Registered	07/21/1993	74/417,225	1832685	04/26/1994	Hemofiltration apparatus for medical use in the treatment of acute renal failure or overhydration.	41
RENAGUARD								
	United States	Registered	07/13/1995	74/702,573	1979795	06/11/1996	Medical apparatus, namely, dialysate filter.	42
RENAL SYSTEMS								
	Taiwan	Registered	12/11/1997	86062809	911983	11/01/2000	Medical instruments and apparatus, namely, tubing, hemofilters, hemodialysis blood pumps; air emboli detection apparatus; pressure monitors for use in medical applications; ultra filtration hollow fiber hemodialyzers; hemodialysis concentrate manufacturin	
RENAL SYSTEMS & DESIGN								
	Benelux	Registered	03/26/1992	778033	513824	03/26/1992	Chemical preparations for use in industry and science, namely, conductivity solutions in Class I; Chemical preparations for medical use, namely, hemodialysis concentrates including bicarbonate concentrates, acetate concentrates and bicarbonate proportioni	

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
	France	Registered	04/15/1992	92415159	92/415.159	04/15/1992	Medical instruments and apparatus, namely, hemofiltration systems for treatment of acute renal failure, hemodialysis blood pumps, ultrasonic detection systems for detection of air emboli, dialysate meters, pressure monitors, ultrafiltration hollow fiber h
	Germany	Registered	03/23/1992	M72029/10Wz	2032986	03/23/1993	Surgical, medical, dental and veterinary apparatus and instruments, including hemofiltration appliances for treating acute renal failure, hemodialysis pumps, ultrasonic detectors for detecting air emboli, dialysate meters, pressure monitors, ultrafiltrati
	Italy	Registered	05/04/1992	MI92C003259	642011	12/28/1994	Class 1 - chemical preparations for industry and science, namely, conductivity solutions - chemical products used in industry, science, photography, agriculture, horticulture, forestry; manures (natural and artificial); fire extinguishing compositions; te
	Portugal	Registered	05/14/1992	282.928	282.928	01/07/1994	Chemical preparations for medical use, including bicarbonate concentrates, acetate concentrates and bicarbonate proportioning components
	Portugal	Registered	05/14/1992	282.926	282.926	01/07/1994	Preparations for use in medicine, industry and science, namely conductivity solutions, not included in other classes
	Portugal	Registered	05/14/1992	282.927	282.927	01/07/1994	Medical instruments and apparatus, including hemofiltration systems for treatment of acute renal failure, hemodialysis blood pumps, ultrasonic detection systems for detection of air emboli, dialysate meters, pressure monitors, ultrafiltration hollow fiber



Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
	United Kingdom	Registered	04/01/1992	1496231	1,496,231B	04/01/1992	Medical instruments and apparatus; hemofiltration systems; hemodialysis blood pumps; air emboli detection apparatus; dialysate meters; pressure monitors for use in medical applications; ultrafiltration hollow fiber hemodialyzers; hemodialysis concentrate
	United Kingdom	Registered	04/01/1992	1496230	1496230	04/01/1992	Chemical preparations; hemodialysis concentrates, bicarbonate concentrates, acetate concentrates and acid concentrates; bicarbonate proportioning components; conductivity solutions; all for use in relation to and during the course of the treatment of rena
	United Kingdom	Registered	04/01/1992	1496229	1496229	04/01/1992	Chemical preparations: bicarbonate concentrates, acetate concentrates and acid concentrates; bicarbonate proportioning components; conductivity solutions: all for use in relation to and during the course of the treatment of renal disorders: all include
	United States	Registered	11/14/1977	148347	1110356	01/02/1979	Solutions used in hemodialysis
	United States	Registered	02/12/1993	74/358,731	1799244	10/19/1993	Medical instruments and apparatus, namely, hemofilters, hemodialysis blood pumps; air emboli detection apparatus; pressure monitors for use in medical applications; ultrafiltration hollow fiber hemodialyzers; hemodialysis concentrate manufacturing appara

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## RENALIN

Argentina	Registered	08/17/1995	1995821	1795242	05/29/2000	Dialyzer reprocessing chemicals which are in containers adapted to prevent connection with intravenous administrative sets.
Benelux	Registered	03/26/1992	778037	517716	03/26/1992	Sterilizing preparations, namely dialyzer reprocessing chemicals which are in containers adapted to prevent connection with intravenous administrative sets.

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
	Chile	Registered	09/22/1997	396.687	512.615	05/18/1998	Chemical sterilants used for sterilizing used dialyzers.
	Colombia	Registered	11/22/1996	96/061.632	208981	03/30/1998	Dialyzer reprocessing chemicals which are in containers adapted to prevent connection with intravenous administrative sets; reagent strips for analysis of peracetic acid for clinical and medical use.
	France	Registered	04/15/1992	92415158	92/415.158	04/15/1992	Dialyzer reprocessing chemicals which are in containers adapted to prevent connection with intravenous administrative sets
	Germany	Registered	03/23/1992	M72032/5Wz	2 100 792	08/05/1996	Chemical products for medical purposes, including dialyzer reprocessing chemicals and particularly those in containers preventing contact with intravenous injection appliances.
	Italy	Registered	05/04/1992	MI92C003255	642007	12/28/1994	Dialyzer reprocessing chemicals which are in containers adapted to prevent connection with intravenous administrative sets - chemical products used in industry, science, photography, agriculture, horticulture, forestry; manures (natural and artificial);
	Peru	Registered	05/06/1997	38733	38637	08/29/1997	Dialyzer reprocessing chemicals; reagent strips for analysis of peracetic acid for clinical and medical use.
	Taiwan	Registered	12/10/1997	86063175	825380	11/16/1998	Dialyzer reprocessing medical solutions
	United Kingdom	Registered	04/01/1992	1496379	A1496379	04/01/1992	Reprocessing chemicals for use with dialysis apparatus
	United States	Registered	02/23/2000	75/925,897	2435123	03/13/2001	Sterilant for use in reprocessing dialyzers. 45
	United States	Registered	02/18/1994	74/491,770	1879495	02/21/1995	Reagent strips for analysis of peracetic acid for clinical and medical use. 46
	United States	Registered	03/08/1983	416448	1353487	08/13/1985	Dialyzer reprocessing chemicals which are in containers adapted to prevent connection with intravenous administrative sets 47

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods	
<b>RENALIN PR TEST SYSTEM</b>								
	United States	Registered	06/02/1994	74/532,648	2042215	03/04/1997	Reagent strips for analysis of peracetic acid for clinical and medical use.	48
<b>RENALLIANCE and CIRCLE DESIGN</b>								
	United States	Registered	05/08/1998	75/481,876	2289624	10/26/1999	Education services, namely, conducting seminars and workshops for dialysis personnel; offering classes through video tapes on the subject of the analysis of dialysis data; and offering workshops and seminars to dialysis personnel on dialyzer reprocessing,	49
<b>RENALLIANCE PARTNERS FOR BETTER OUTCOMES &amp;</b>								
	United States	Registered	05/14/1998	75/485,480	2293654	11/16/1999	Education services, namely, conducting seminars and workshops for dialysis personnel; offering classes through video tapes on the subject of the analysis of dialysis data; and offering workshops and seminars to dialysis personnel on dialyzer reprocessing	50
<b>RENALOG</b>								
	Benelux	Registered	03/26/1992	778031	512712	03/26/1992	Computer software for dialyzer data management systems	
	France	Registered	04/15/1992	92415151	92/415.151	04/15/1992	Computer software for dialyzer data management systems	
	Germany	Registered	03/23/1992	M72030/9Wz	2047141	10/15/1993	Machine-readable data carriers provided with programs for use in medical technology, particularly for dialyzer data processing and management apparatus, and manuals, program documentation, operating and user instructions and other written material for suc	
	Italy	Registered	05/04/1992	MI92C003263	642015	12/28/1994	Computer software for dialyzer data management systems - scientific, nautical, surveying and electrical apparatus and instruments (including wireless), photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), lifesa	
	Portugal	Registered	05/04/1992	282.66	282.66	01/06/1994	Computer software for dialyzer data management systems	

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods	
	United Kingdom	Registered	04/01/1992	1496176	B1496176	04/01/1992	Computer software, computer operating programs, data management systems, control systems for dialyzer apparatus	
	United States	Registered	01/14/1994	74/480,045	1869403	12/27/1994	Computer software for dialyzer data management systems.	51
<b>RENALOG PDS AND DESIGN OF SHIELD</b>								
<b>RENALOG</b>	United States	Registered	09/03/1998	75/547,834	2287811	10/19/1999	Computer software for dialyzer data management system	52
	United States	Registered	03/08/1983	416446	1315588	01/22/1985	Metal alloys sold in the form of body implantable prosthesis	53
<b>RENALOID</b>								
<b>RENAPAK</b>	Colombia	Registered	11/16/1996	96/061.635	203.625	11/28/1997	Hemodialysis chemical mixing machines.	
	Colombia	Registered	11/13/1996	96/061.637	197.598	05/30/1997	Hemodialysis concentrate dry powder chemicals for use in forming a dialysate solution for use in kidney dialysis.	
<b>RENAPAK (STYLIZED)</b>	Taiwan	Registered	03/16/1998	87011631	830878	12/16/1998	Equipment which mixes hemodialysis chemicals	
	United States	Registered	05/10/1984	479646	1366120	10/22/1985	Hemodialysis concentrate dry powder chemicals for use in forming a dialysate solution for use in kidney dialysis	54
<b>RENASOL</b>	United States	Registered	04/26/1985	534304	1364172	10/08/1985	Hemodialysis chemical mixing machines	55
	Benelux	Registered	07/28/1993	801029	536242	07/28/1993	Powdered or liquid bicarbonate and acid concentrate for use in hemodialysis therapy.	
	Colombia	Registered	11/13/1996	96/061.629	197.593	05/30/1997	Dialysis concentrate material.	
	France	Registered	08/25/1993	93/481445	93/481445	08/25/1993	Powdered and liquid bicarbonate and acid concentrate for use in hemodialysis therapy.	
	Germany	Registered	05/11/1992	M72353/5Wz	2044968	09/15/1993	Chemical products for medical use, namely liquid bicarbonate hemodialysis concentrates for use in mixing with liquid acid concentrates for treating renal diseases.	
	Italy	Registered	09/09/1993	MI93C 006145	676615	04/24/1996	Powdered and liquid bicarbonate and acid concentrate for use in hemodialysis therapy. Pharmaceutical, veterinary and sanitary substances; infants' and invalids' foods; plasters, material for bandaging; material for stopping teeth, dental wax; disinfectant	

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
RENATEST	United Kingdom	Registered	08/20/1993	1545454	1545454	08/20/1993	Powdered or liquid bicarbonate and acid concentrate. All for use in hemodialysis therapy.
	United States	Registered	08/14/1987	678302	1483016	04/05/1988	Dialysis concentrate material 56
	United States	Registered	04/15/1988	73/722,515	1583508	02/20/1990	Chemical vapor detection apparatus for use in monitoring vapors during hemodialysis 57
RENATRON	Argentina	Registered	01/06/1999	2197042	1783114	03/27/2000	Medical dialyzer reprocessing apparatus.
	Benelux	Registered	03/26/1992	778023	516420	03/26/1992	Dialyzer flow meters in Class 9: Apparatus for sterilizing used dialyzers in Class 11.
	Brazil	Registered	04/06/1998	820661422	820661422	06/27/2000	Medical dialyzer reprocessing apparatus.
	Chile	Registered	07/08/1998	419.916	528.938	12/01/1998	Medical dialyzer reprocessing apparatus.
	Colombia	Registered	11/13/1996	96/061.628	197.592	05/30/1997	Medical dialyzer reprocessing apparatus and flow meters, both indirectly joined to the patient.
	France	Registered	04/15/1992	92415153	92/415.153	04/15/1992	Medical dialyzer reprocessing apparatus and flow meters, both indirectly joined to the patient
	Germany	Registered	03/23/1992	M72031/10Wz	2063127	04/22/1994	Medical dialyzer reprocessing apparatus and flow meters, indirectly joined to the patient
	Italy	Registered	05/04/1992	MI92C003257	642009	12/28/1994	Medical dialyzer reprocessing apparatus and flow meters, both indirectly joined to the patient - surgical, medical, dental and veterinary instruments and apparatus (including artificial limbs, eyes and teeth)
	Japan	Registered	11/07/1996	8-125378	4268353	04/30/1999	Medical device for use in reprocessing dialyzers, and other medical device.
	Portugal	Registered	05/04/1992	282.657	282.657	01/06/1994	Medical dialyzer reprocessing apparatus and flow meters, both indirectly joined to the patient
	Taiwan	Registered	12/11/1997	86062803	840039	02/16/1999	Medical dialyzer reprocessing apparatus.
	United Kingdom	Registered	04/01/1992	1496378	A1496378	04/01/1992	Medical dialysis apparatus; medical dialysis reprocessing apparatus; flow meters for medical dialysis apparatus; all included in Class 10.

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods	
	United States	Registered	01/04/1982	344377	1272534	04/03/1984	Medical dialyzer reprocessing apparatus and flow meters, both indirectly joined to the patient	58
RENEWS	United States	Registered	08/10/1995	74/713,685	1978548	06/04/1996	Pamphlets containing dialyzer reprocessing information.	59
SONALARM	United States	Registered	01/24/1977	73/113,953	1119123	05/29/1979	Electronic blood foam detectors for use in detecting air emboli and blood foam in blood lines	60
STA-PAK	Benelux	Registered	07/28/1993	801012	535426	07/28/1993	Powdered or liquid bicarbonate and acid concentrate for use in hemodialysis therapy.	
	France	Registered	08/25/1993	93/481446	93/481446	08/25/1993	Powdered or liquid bicarbonate and acid concentrate for use in hemodialysis therapy.	
	Germany	Registered	07/28/1993	M 75556/5 Wz	2072143	07/21/1994	Substances for hemodialysis therapy, particularly in the form of powdered and liquid bicarbonates and acid concentrates.	
	Indonesia	Registered	07/31/1993	6549	313389	10/14/1994	Powdered and liquid bicarbonate and acid concentrate for use in hemodialysis therapy.	
	Italy	Registered	09/09/1993	MI93C 006142	676612	04/24/1996	Powdered or liquid bicarbonate and acid concentrate for use in hemodialysis therapy; pharmaceutical, veterinary and sanitary substances; infants' and invalids' foods; plasters, material for bandaging; material for stopping teeth, dental wax; disinfectants	
	South Africa	Registered	08/02/1993	93/6505	93/6505	08/02/1993	Chemicals for industrial, scientific and laboratory purposes; powdered and liquid bicarbonate and acid concentrates for use in hemodialysis therapy.	
	United States	Registered	03/21/1985	527932	1362781	10/01/1985	Prepackaged chemicals for use in kidney dialysis machines	61
UNITROL	United States	Registered	08/18/1994	74/562,412	2105669	10/14/1997	General purpose disinfectants and sterilants.	62
	United States	Registered	08/18/1994	74/562,376	2044228	03/11/1997	Endoscope cleaning machine.	63
	United States	Registered	01/11/1996	75/042,296	2045702	03/18/1997	Low-foam cleaning detergent for use in automatic endoscope reproprocessors/cleaners.	64

Trademark	Country	Status	File Date	Appl. No.	Reg. No.	Reg. Date	Goods
	United States	Registered	07/29/1996	75/142,009	2123108	12/23/1997	Water filtering units for producing potable water for medical uses.

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Minntech Corp

## PENDING TRADEMARKS

Trademark	Country	Status	File Date	Appl. No.	Goods
ACTRIL	Brazil	Pending	02/23/1999	821426834	Cleaning, disinfecting and sterilizing dialysis equipment and hard surfaces in free-standing and hospital-based dialysis clinics.
CENTRISOL	El Salvador	Pending	04/04/2000	2624/2000	Dialysis concentrate material.
	Venezuela	Published	02/24/1999	2510-1999	Dialysis concentrate for use in hemodialysis procedures.
DESIGN OF MINNTECH CIRCLE	United States	Published	05/05/2000	76/042,475	Freight transportation by truck. 66
HEMOCOR HPH	Brazil	Published	04/23/1998	820703133	Apparatus, all for the concentration of blood during surgery.
MINNCARE	Brazil	Published	04/06/1998	820661384	Disinfectants for use on reverse osmosis membranes and their associated fluid distribution tubing and containers, for medical use
MINNCLEAN	Brazil	Published	04/06/1998	820661414	Disinfectants for household, medical and institutional uses
MINNTECH	Brazil	Published	05/27/1997	819926817	Hemofiltration apparatus for medical use in the treatment of acute renal failure and sepsis; blood processing equipment, namely, an apparatus coupled to an extracorporeal circuit, said apparatus for medical use in the concentration of blood during an open
MINNTECH & DESIGN	United States	Published	05/12/2000	76/047,618	Freight transportation by truck. 67
	Japan	Pending	03/03/1995	Hei 7-21070	Medical instruments and apparatus, namely, pressure monitors, hemofilters, ultrasonic air detectors, oxygenators, sterilizing apparatus for reprocessing apparatus, blood pumps, hemoconcentrators and angioplasty catheters.
	United States	Pending	05/05/2000	76/042,476	Freight transportation by truck. 68



Trademark	Country	Status	File Date	Appl. No.	Goods
<b>MINNTECH REPROCESSING SERVICE &amp; DESIGN</b>					
	United States	Pending	04/16/2001	78/058,614	Providing the service of sterilizing used dialyzers for dialysis facilities. 69
<b>NEPHROSOL</b>					
	El Salvador	Pending	04/04/2000	2621/2000	Dialysis concentrate material.
	Pakistan	Pending	03/03/1998	146 882	Dialysis concentrate for use in hemodialysis procedures.
	Venezuela	Published	02/24/1999	2511-1999	Dialysis concentrate for use in hemodialysis procedures.
<b>RENACLEAN</b>					
	United States	Pending	02/16/2001	78/048,817	Apparatus for cleaning used dialyzers. 70
	United States	Pending	02/16/2001	78/048,823	Cleaning agent to clean and sanitize used dialyzers. 71
<b>RENACLEAR</b>					
	Italy	Pending	03/24/1999	TO99C000984	Class 5: Disinfectants and cleaners for use on medical equipment; namely, for use on dialyzers and dialyzer reprocessing equipment. Class 10: Medical devices; namely, dialyzer cleaning equipment.
	Argentina	Published	11/26/1999	2254221	Medical devices; namely, dialyzer cleaning equipment.
	Brazil	Published	12/17/1999	822301555	Medical devices; namely, dialyzer cleaning equipment.
	Canada	Published	02/05/1999	1004389	Dialyzer cleaning machines and disinfectant for use in the dialyzer cleaning machines.
	Taiwan	Pending	11/20/1999	88057938	Disinfectants and cleaners for use on medical equipment; namely, for use on dialyzers and dialyzer reprocessing equipment.
	Poland	Pending	02/11/1999	Z-197701	Class 5: Disinfectants and cleaners for use on medical equipment; namely, for use on dialyzers and dialyzer reprocessing equipment. Class 10: Medical devices; namely, dialyzer cleaning equipment.
	Argentina	Published	11/26/1999	2254220	Disinfectants and cleaners for use on medical equipment; namely, for use on dialyzers and dialyzer reprocessing equipment.

Trademark	Country	Status	File Date	Appl. No.	Goods
RENAFLO	Brazil	Published	12/17/1999	822301547	Disinfectants and cleaners for use on medical equipment; namely, for use on dialyzers and dialyzer reprocessing equipment.
	Japan	Published	11/07/1996	8-125379	Hollow fiber hemofiltration units for medical use in the treatment of acute renal failure or overhydration.
RENALIN	Brazil	Published	10/21/1997	820329681	Chemical sterilants used for sterilizing used dialyzers.
	Czech Republic	Pending	02/14/2000		Chemical preparations used for reprocessing dialyzers.
	Poland	Pending	02/21/2000	Z-214127	Chemical preparations used for reprocessing dialyzers.
	El Salvador	Pending	04/06/2000	2696/2000	Chemical sterilants used for sterilizing used dialyzers.
	Uruguay	Pending	10/10/1997	298809	Chemical sterilants used for sterilizing used dialyzers.
RENAPAK	Pakistan	Pending	03/03/1998	146 883	Equipment which mixes hemodialysis chemicals
RENAPAK 2 & DESIGN	United States	Pending	04/16/2001	78/058,622	Dialysate concentrate
	United States	Pending	03/14/2000	76/000,274	Hemodialysis chemical mixing machine
RENASOL	El Salvador	Pending	04/06/2000	2698/2000	Dialysis concentrate material.
	Venezuela	Published	04/26/1999	99-6903	Dialysis concentrate for use in hemodialysis procedures.
	Argentina	Pending	08/17/1995	1995823	Dialysis concentrate.
	Pakistan	Pending	03/03/1998	146 881	Dialysis concentrate for use in hemodialysis procedures.
RENATRON	El Salvador	Pending	04/11/2000	2840/2000	Medical dialyzer reprocessing apparatus.

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**SCHEDULE III**

**ATTACHED TO AND MADE A PART OF THAT  
CERTAIN INTELLECTUAL PROPERTY SECURITY AGREEMENT  
FROM CANTEL MEDICAL CORP., MEDIVATORS, INC., MINNTECH  
CORPORATION AND WELLSPRING, INC. TO FLEET NATIONAL BANK AS  
ADMINISTRATIVE AGENT**

**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None

## SCHEDULE IV

### ATTACHED TO AND MADE A PART OF THAT CERTAIN INTELLECTUAL PROPERTY SECURITY AGREEMENT FROM CANTEL MEDICAL CORP., MEDIVATORS, INC., MINNTECH CORPORATION AND WELLSPRING, INC. TO FLEET NATIONAL BANK AS ADMINISTRATIVE AGENT

#### LICENSES

1. Asset Purchase Agreement by and between the Company and LifeStream International, Inc., dated as of October 6, 1999, as amended
2. Intellectual Property License Agreement between the Company and LifeStream International Inc., dated as of October 6, 1999
3. Hemoconcentrator Supply and Distribution Agreement the Company and LifeStream International Inc., dated as of October 6, 1999
4. Development and License Agreement between the Company and Advanced Sterilization Products dated March 31, 1998
5. Exclusive Distributorship with the renal division of Baxter Healthcare International dated October 8, 1997, amended January 1, 1999 and May 1, 1999
6. See summary of Foreign Prior Rights Agreements attached as Exhibit A to this Schedule IV.
7. Software Development & License Agreement between the Company and Vertical Systems, Inc. dated as of March 5, 2001.
8. Supply and Manufacturing Development Agreement between Minntech B.V. and Precision Laboratories dated November 3, 1997
9. The Company is presently negotiating separate supply and distribution agreements with Edwards LifeSciences and Baxter Healthcare.
10. License Agreement between Whiteley Industries Pty. Limited and MediVators, Inc., dated as of December 22, 1998
11. Licensing Agreement between P.R. Glassel and Associates, Inc. and MediVators, Inc. dated as of January 1, 1998
12. License Agreement between Grifco LLC and MediVators, Inc. dated as of June 30, 1998

## PRIOR RIGHTS/CO-EXIST AGREEMENTS

MARK	COUNTRY	OTHER PARTY	OTHER PARTY'S MARK	DATE
RENASOL	Germany	Maria Clementine Martin Klosterfrau GmbH & Co.	DENOSOL	8/18/93
HEMOCOR	France	Kordial SFMM s.a.	HEMOCOL	8/31/98
HEMOCOR	Germany	Edward Weck Incorporated	HEMOLOK	4/13/93
ACTRIL	Germany	Bayer AG	AKTREN	5/11/93
RS RENAL SYSTEMS	UK	RS Components	RS	11/29/94
RENACLEAR	UK	Fresenius Medical Care Limited	RENACARE RENALYTE RENACART RENACARB	12/14/00
NEPHROSOL	Argentina	Laboratorios Bago S.A.	NEOPRESOL	12/14/00
MINNTECH & DESIGN	Germany	Du Pont Pharma GmbH	MINITEC	7/12/94
ACTRIL	Argentina	Bayer AG	ACTRON BAYTRIL	3/17/97
MINNTECH	USA	E. Merk - Germany	MINATEC	12/10/92
PRIMUS	USA	Primus Corporation	PRIMUS	6/26/98
HEMOCOR	USA	Baxter Healthcare Corp.	HEMOCON	2/16/95
ACTRIL	Worldwide	Rhone-Poulenc Agrochimie	ACTRIL	12/10/92

March 7, 2001