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Form PTO-1595 (Rev. 03/01) RE U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
 OMB No. 0651-0027 (exp. 5/31/2002)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Strato/Infusaid, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Bank of America, N.A. Internal Address: _____ _____ _____ Street Address: 187 Danbury Road _____ _____ City: Wilton State: CT Zip: 06897-4079 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: 12/11/01</p>	

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) 5,741,228

 Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Frank W. DeBorde Internal Address: _____ _____ Morris, Manning & Martin, LLP Street Address: 1600 Atlanta Financial Center 3343 Peachtree Road City: Atlanta State: GA Zip: 30326</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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DO NOT USE THIS SPACE

9. Signature.
 Frank W. DeBorde _____
 Name of Person Signing

 Signature

 Date 12-11-01

Total number of pages including cover sheet, attachments, and documents: 10

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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PATENT COLLATERAL ASSIGNMENT AGREEMENT

THIS AGREEMENT is made as of December 11, 2001, by and between STRATO/INFUSAID, INC., a Massachusetts corporation having a mailing address at One Horizon Way, Manchester, Georgia 31816 ("Assignor"), and BANK OF AMERICA, N.A. f/k/a NATIONSCREDIT COMMERCIAL CORPORATION, a Delaware corporation having a mailing address at 187 Danbury Road, Wilton, Connecticut 06897-4079, in its capacity as agent for the Lenders referred to below (the "Assignee").

Statement of Facts

In connection with the financial accommodations to be extended to Horizon Medical Products, Inc., a Georgia corporation (the "Borrower") under that certain Amended and Restated Credit Agreement, dated as of May 26, 1998, among the Borrower, the Lenders signatories thereto (the "Lenders"), and the Assignee, as agent for such Lenders (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Assignor has agreed to collaterally assign to the Assignee certain patent rights in accordance with the terms of this Agreement.

In consideration of the foregoing premises and other good and valuable consideration, Assignor hereby agrees with the Assignee as follows:

Statement of Terms

1. Assignment. To secure the complete and timely satisfaction of all of Assignor's obligations hereunder, as well as to secure all of the rights of the Assignee hereunder and to secure the payment and performance of any and all Obligations (as such term is defined in the Credit Agreement) (all of said Obligations being herein collectively called the "Secured Obligations"), Assignor hereby grants, assigns and conveys to the Assignee the entire right, title and interest of Assignor in and to the patent applications and patents listed on Schedule 1 attached hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Patents").

2. Representations and Warranties. Assignor represents and warrants that:

- (a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Assignor not

to sue third persons, except for any Permitted Liens (as such term is defined in the Credit Agreement) or as otherwise disclosed on Schedule 1; and

(c) Assignor has the unqualified right to enter into this Agreement and perform its terms.

3. No Inconsistent Licenses. Assignor agrees that, so long as this Agreement is in effect, it will not enter into any agreement (for example, a license or assignment agreement) which is inconsistent with Assignor's obligations under this Agreement, without the Assignee's prior written consent.

4. Additional Patent Rights. If, before this Agreement is terminated, Assignor shall become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to the Assignee prompt notice thereof in writing. Assignor authorizes the Assignee to modify this Agreement by amending Schedule 1 to include any future patents and patent applications which are Patents under paragraph 1 and paragraph 4 hereof.

5. Assignor's License. Unless and until there shall have occurred and be continuing an Event of Default (as defined below), the Assignee hereby grants to Assignor the exclusive, nontransferable right and license to make, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other, and to retain any proceeds from any license, license royalties or proceeds from infringement suits. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 5, without the prior written consent of the Assignee.

6. Event of Default. The failure of the Assignor to perform any of its obligations hereunder, any breach in any material respect of any representation or warranty of the Assignor herein, or the occurrence of any Event of Default under (and as such term is defined in) the Credit Agreement will also constitute a default by Assignor under this Agreement (herein referred to as an "Event of Default").

7. Remedies on Default. If any Event of Default shall have occurred and be continuing, Assignor's license under the Patents as set forth in paragraph 5 hereof shall terminate forthwith, and the Assignee shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the UCC (as such term is defined in the Credit Agreement) and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without other notice or demand whatsoever to Assignor, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Patents, or any interest which the Assignor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents all expenses (including all reasonable expenses for legal services actually incurred without giving effect to any statutory presumption), shall apply the residue of such proceeds toward the payment of the Secured Obligations (which application shall be made, first, to the Assignee's costs and

expenses of such collection, sale or other disposition, including reasonable attorney's fees actually incurred without giving effect to any statutory presumption, and then to the payment of the other Secured Obligations then due). Assignor shall be liable for any deficiency remaining after the application of such proceeds. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Assignor.

If required by applicable law, notice of any sale or other disposition of the Patents shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition the Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. Enforcement of Patents. Assignee shall have the right in its reasonable discretion, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and any license thereunder, in which event Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement. If in any case the Assignee elects not to enforce any of the Patents or any license thereunder, Assignor shall have the right (at its own expense) to bring suit in its own name or the name of the Assignee to enforce such Patents or any license thereunder, in which event the Assignee shall at the request of Assignor do any and all lawful acts and execute any and all proper documents in aid of such enforcement. Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in the exercise of its rights under this paragraph 8, including reasonable attorney's fees actually incurred without giving effect to any statutory presumption.

9. No Waiver. No course of dealing between Assignor and the Assignee, nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Agreement are several, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Modification. This Agreement is subject to modification only by a writing signed by the Assignor and the Assignee, except as provided in paragraph 4 hereof.

12. Benefit of Agreement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

13. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Georgia (without giving effect to its conflict of law rules) and the United States of America.

14. Terminology; Headings. All singular terms used herein shall include the plural and vice versa, and all pronouns used herein shall be deemed to cover all genders. All section headings used herein are for convenience of reference only and do not constitute a substantive part of this Agreement.

15. Termination of Agreement. This Agreement and the assignment and security interest conveyed hereunder shall remain in full force and effect until such time as the Credit Agreement is no longer in effect and no Secured Obligations are outstanding. At such time as this Agreement is no longer in effect, the Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to revest in Assignor full title to the Patents, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

16. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same Agreement.

17. Expenses; Indemnity. Assignor will upon demand pay to the Assignee the amount of any and all expenses, including reasonable attorney's fees and fees of other experts, which the Assignee may from time to time actually incur (and calculated without giving effect to any statutory presumption) in connection with (i) the administration of this Agreement, (ii) the preservation of or the sale or other disposition of or other realization upon any of the Patents, (iii) the exercise or enforcement of any of the rights of the Assignee hereunder or (iv) the failure by the Assignor to perform or observe any of the provisions hereof. Assignor also hereby agrees to indemnify the Assignee and hold the Assignee harmless from and against any liability, loss, damage, suit, action or proceeding ever suffered or incurred by the Assignee as a result of (i) Assignor's failure to observe, perform or discharge Assignor's duties hereunder or (ii) the Assignee's holding or administering this Agreement or its rights, titles or interests in the Patents, unless with respect to any of the above, the Assignee is determined to have acted with gross negligence or to have engaged in willful misconduct. The obligations of the Assignor under this paragraph 17 shall survive the termination of this Agreement.

18. Security Agreement; Entire Agreement.

(a) The Assignee also has a Lien in the Patents under the terms of the Security Agreement, dated as of July 15, 1997, executed by the Assignor in favor of the Assignee, as amended by First Amendment to Security Agreement, dated as of May 26, 1998, between Assignor and Assignee (the "Security Agreement"), and this Agreement is intended to supplement such Security Agreement, but in the event of any inconsistency between the terms of this Agreement and those of such Security Agreement, the terms of such Security Agreement

shall control, and the Assignee may elect to pursue its rights and remedies with respect to the Patents under either or both of this Agreement and such Security Agreement.

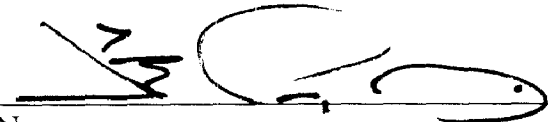
(b) This Agreement, together with all other instruments, agreements and certificates executed by the parties in connection herewith or with reference hereto, embodies the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings and inducements, whether express or implied, oral or written.

[Remainder of page intentionally left blank]

WITNESS the execution hereof under seal as of the day and year first above written.

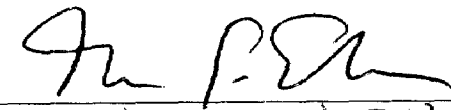
ASSIGNOR:

STRATO/INFUSAID, INC.

By: 
Name:
Title:

ASSIGNEE:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Thomas J. Elkins
Title: Sr Vice President

Schedule 1

Patents

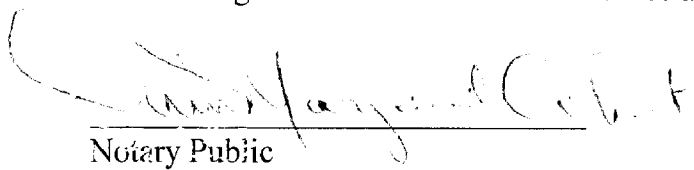
5,741,228	Implantable Access Device	Filed: 2/17/95 Issued: 4/21/98
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STATE OF GEORGIA

COUNTY OF FULTON

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and aforesaid, on this 11th day of December, 2001, personally appeared William E. Peterson, Jr. to me known personally, and who, being by me duly sworn, deposes and says that he is the William E. Peterson, Jr. of STRATO/INFUSAID, INC., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires:

ANN-MARGARET A. VET
Notary Public, Fulton County, Georgia
My Commission Expires May 1, 2004

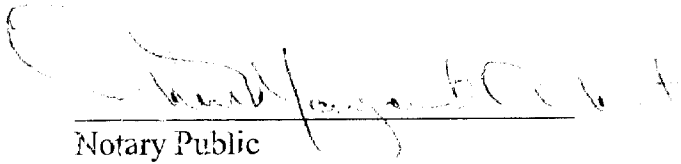
[NOTARY SEAL]

STATE OF GEORGIA

COUNTY OF FULTON

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and aforesaid, on this 11th day of December, 2001, personally appeared Thomas W. [unclear], to me known personally, and who, being by me duly sworn, deposes and says that he is the [unclear] of BANK OF AMERICA, N.A., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My commission expires:

ANN-MARGARET A. VET
Notary Public, Fulton County, Georgia
My Commission Expires May 1, 2004

[NOTARY SEAL]