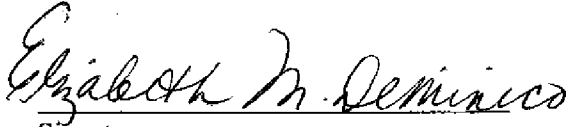
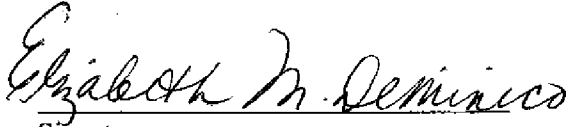
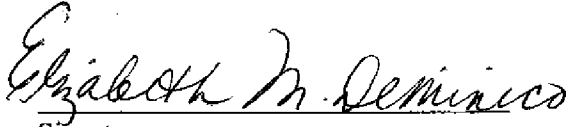


Form PTO-1595 (Rev. 6-93)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE				
OMB No. 0651-0011 (exp. 4/94)		PATENTS ONLY		Patent and Trademark Office				
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof								
1. Name of conveying party(ies): X Technologies Inc. c/o 40 Ramland Road Orangeburg, NY 10962 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies): Guidant Corporation 111 Monument Circle, 29 th Floor Indianapolis, IN 46204-5129					
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>March 4, 2003</u>								
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). 09/325,703 Filed June 3, 1999 B. Patent No(s).								
5. Name and address of party to whom correspondence concerning document should be mailed: Elizabeth M. DeMinico Paralegal-Patent Prosecution FAEGRE & BENSON LLP 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402-3901 612/766-8321			6. Total number of applications and patents involved: 01					
			7. Total fee (37 CFR 3.41) \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge to deposit account					
			8. Deposit Account number: 06-0029					
DO NOT USE THIS SPACE								
9. Statement and signature. <i>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.</i> <table border="0" style="width: 100%;"><tr><td style="width: 35%;"><u>Elizabeth M. DeMinico</u> <u>Paralegal-Patent Prosecution</u> Name of person signing</td><td style="width: 35%; text-align: center;"> Signature</td><td style="width: 30%; text-align: right;"><u>March 6, 2003</u> Date</td></tr></table> Atty Docket No.: 32469-279557 Total number of pages including cover sheet, attachments, and document: <u>21</u>						<u>Elizabeth M. DeMinico</u> <u>Paralegal-Patent Prosecution</u> Name of person signing	 Signature	<u>March 6, 2003</u> Date
<u>Elizabeth M. DeMinico</u> <u>Paralegal-Patent Prosecution</u> Name of person signing	 Signature	<u>March 6, 2003</u> Date						

Mail documents to be recorded with required cover sheet information to:
Director – U.S. Patent and Trademark Office, Box Assignments
Washington, D.C. 20231

M2:20526812.01(Faegre & Benson 9/28/00)

700025573

PATENT
REEL: 013465 FRAME: 0911

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of March 4, 2003, is made by and between X Technologies Inc., a Delaware corporation (the "Debtor"), having a business location at the address set forth below next to its signature, and Guidant Corporation, an Indiana corporation (the "Secured Party"), having a business location at the address set forth below next to its signature.

Recitals

The Debtor and the Secured Party are parties to (i) a Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor, and (ii) a related Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Security Agreement").

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" has the meaning specified in the Security Agreement.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, whether in the United States or in any other jurisdiction, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, whether in the United States or in any other jurisdiction, including, without limitation, the marks listed on Exhibit B.

2. **Security Interest.** In order to secure the Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest (the "Security Interest"), in the Patents and in the Trademarks in favor of Secured Party to secure payment and performance of the Obligations. As set forth in the Credit Agreement and the Security Agreement, the Security Interest in the Patents and Trademarks is coupled with a security interest in substantially all of the personal property of the Debtor.

3. **Representations, Warranties and Agreements.** The Debtor hereby represents, warrants and agrees as follows:

(a) ***Credit Agreement; Security Agreement.*** All of Debtor's representations and warranties set forth in the Credit Agreement and Security Agreement are incorporated herein by reference as if set forth herein.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) ***Trademarks.*** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) ***Affiliates.*** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items used by the Debtor in its business that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time it acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens (as defined in the Security Agreement), and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement or the Security Agreement, the Debtor will not assign, lease, license, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) during the continuance of any such default by the Debtor, perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys reasonably expended and all costs and expenses (including reasonable attorneys'

fees and disbursements) reasonably incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate provided for in Section 2.4 of the Credit Agreement.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as its attorney-in-fact with the right (but not the duty) from time to time upon and during the continuance of an Event of Default to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon termination of the Security Interest as provided in Section 6.

4. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it within the specific time period specified herein (if such a time period is specified); or (c) the Debtor shall fail to observe or perform any other covenant or agreement herein binding on it and such failure shall continue for a period of thirty (30) days after the earlier to occur of (i) the date on which Secured Party has given written notice to the Debtor specifying such failure and requiring it to be remedied and (ii) the date an officer of the Debtor first has knowledge of such failure; or (d) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

5. **Remedies.** Upon the occurrence of an Event of Default and during its continuance, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.


6. Upon payment in full of the Obligations and the expiration or termination of any obligation of the Secured Party to extend credit accommodations to the Debtor (provided that the Debtor may at any time upon written notice to the Secured Party terminate any such obligation), the Security Interest granted hereby shall terminate. Upon any such termination, the Secured Party will, at Debtor's expense, execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence such termination, including without limitation Uniform Commercial Code termination statements and assignments or reassignments of patents, trademarks, copyrights or other intellectual property.

7. Miscellaneous. Except as provided in Section 6, this Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. A carbon, photographic or other reproduction of this Agreement signed by the Debtor or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Indiana without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Address:
C/o 40 Ramland Road
Orangeburg, NY 10962
Facsimile: 845-359-2251
Telephone: 845-359-2250
Attention: Vilkki Jochim
Employer identification number: 13-4098062

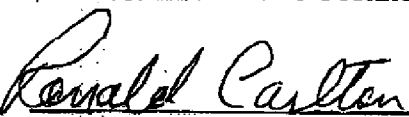
X TECHNOLOGIES INC.
By 
Its Chairman

Address:
111 Monument Circle, 29th Floor
Indianapolis, IN 46204-5129
Facsimile: (317) 971-2141
Telephone: (317) 971-2022
Attention: David P. Scharf
Employer identification number: 35-1931722

GUIDANT CORPORATION
By _____
Its _____

STATE OF New York)
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 4th day of March, 2003, by Lewis C. Pell, the Chairman of X Technologies Inc., a Delaware corporation, on behalf of the corporation.


Notary Public

STATE OF _____)
COUNTY OF _____)

RONALD CARLTON
Notary Public, State of New York
No. 113482000-2
Qualified to expire 12/31/03
Commenced Notary Public 10/10/99

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of Guidant Corporation, an Indiana corporation, on behalf of the corporation.

Notary Public

[Signature Page to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

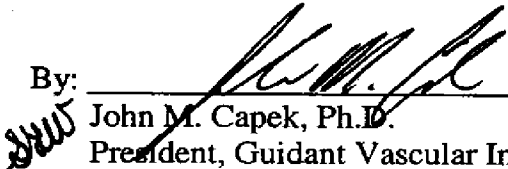
Address:
C/o 40 Ramland Road
Orangeburg, NY 10962
Facsimile: 845-359-2251
Telephone: 845-359-2250
Attention: Vikki Jochim
Employer identification number: 13-4098062

X TECHNOLOGIES INC.

By: _____
Its: _____

Address:
111 Monument Circle, 29th Floor
Indianapolis, IN 46204-5129
Facsimile: (317) 971-2141
Telephone: (317) 971-2022
Attention: David P. Scharf
Employer identification number: 35-1931722

GUIDANT CORPORATION

By:  _____
John M. Capek, Ph.D.
President, Guidant Vascular Intervention

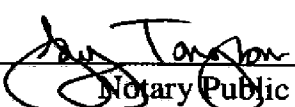
STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____, the _____ of X Technologies Inc., a Delaware corporation, on behalf of the corporation.

Notary Public

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)

The foregoing instrument was acknowledged before me this 24th day of FEBRUARY, 2003, by JOHN M. CAPEK the PRESIDENT, GUIDANT-VI of Guidant Corporation, an Indiana corporation, on behalf of the corporation.

 _____
Notary Public

[Signature Page to Patent and Trademark Security Agreement]



Exhibit A-1**Patents**

1. U.S. Patent No. 6,394,995
Issued: May 28, 2002
For: ENHANCED BALLOON DILATATION CATHETER
2. U.S. Patent No. 6,447,501
Issued: September 10, 2002
For: ENHANCED STENT DELIVERY SYSTEM
3. U.S. Patent No. 5,403,341
For: PARALLEL FLOW ENDOVASCULAR STENT AND
DEPLOYMENT APPARATUS THEREFOR
4. U.S. Patent No. 5,549, 635
For: NON-DEFORMABLE, SELF-EXPANDING PARALLEL FLOW
ENDOVASCULAR STENT AND DEPLOYMENT APPARATUS
THEREFOR
5. U.S. Patent No. 5,810,838
For: HYDRAULIC METHOD AND APPARATUS FOR UNIFORM
RADIAL COMPRESSION AND CATHETER MOUNTING OF RADIALY
EXPANDABLE INTRALUMINAL STENTS AND STENTED GRAFTS
6. U.S. Patent No. 5,971,992
For: HYDRAULIC METHOD AND APPARATUS FOR UNIFORM
RADIAL COMPRESSION AND CATHETER MOUNTING OF RADIALY
EXPANDABLE INTRALUMINAL STENTS AND STENTED GRAFTS
7. U.S. Patent No. 6,004,328
For: RADIALY EXPANDABLE INTRALUMINAL STENT AND
DELIVERY CATHETER THEREFOR AND METHOD OF USING THE
SAME

8. U.S. Patent No. 6,254,608
For: SHEATHLESS DELIVERY CATHETER FOR RADIALY
EXPANDABLE INTRALUMINAL STENTS AND STENTED GRAFTS
9. U.S. Patent No. 6,146,417
For: TUBULAR STENT
10. PCT/EP97/04585
For: TUBULAR STENT
11. EP 97112 968.9
For: TENSION HOLDER
12. U.S. Reissue Patent No. Re. 34,421
Issued: October 26, 1993
For: X-RAY MICRO-TUBE AND METHOD OF USE IN RADIATION
ONCOLOGY, (Reissue of. U.S. Patent No. 5,090,043, issued February 18,
1992).
13. U.S. Patent No. 6,463,124 B1
Issued: October 8, 2002
For: MINIATURE ENERGY TRANSDUCER FOR EMITTING X-RAY
RADIATION INCLUDING GETTER MATERIAL
14. U.S. Patent No. 6,438,206 B1
Issued: August 20, 2002
For: CONTINUOUSLY PUMPED MINIATURE X-RAY EMITTING
DEVICE AND SYSTEM FOR IN-SITU RADIATION TREATMENT
15. U.S. Patent No. 6,506,144 B1
Issued: January 14, 2003
For: UNIVERSAL PULLBACK MECHANISM FOR IN-SITU
TREATMENT DEVICE

Exhibit A-2**Patent Application**

U.S. Patent Application S.N. 09/325,703

For: RADIOTHERAPEUTICAL DEVICE AND USE THEREOF

Filed: June 3, 1999

REDACTED

Exhibit A-2**Patent Application**

PCT Patent Application No. PCT/US99/10785
For: ENHANCED BALLOON DILATATION CATHETER
Filed May 14, 1999

Exhibit A-2**Patent Application**

Australian Patent Application No. 40809/99

For: ENHANCED BALLOON DILATATION SYSTEM

Filed: May 5, 1999

Exhibit A-2**Patent Application**

Canadian Patent Application No. 2,330,134

For: ENHANCED BALLOON DILATATION SYSTEM

Filed: May 14, 1999

Exhibit A-2**Patent Application**

EPO Patent Application No. 99924266.2

For: ENHANCED BALLOON DILATATION SYSTEM

Filed: May 14, 1999

Exhibit A-2

Patent Application

Israeli Patent Application No. 139,043

For: ENHANCED BALLOON DILATATION SYSTEM

Filed: October 15, 2000

Exhibit A-2**Patent Application**

Japanese Patent Application No. 2000-549329

For: ENHANCED BALLOON DILATATION SYSTEM

Filed: November 15, 2000

Exhibit A-2

Patent Application

PCT Patent Application No. PCT/US02/31035

For: LONGITUDINAL FOCUSED FORCE STENT

Filed: September 30, 2002

Exhibit A-2**Patent Application**

PCT Patent Application No. PCT/IL99/00299

For: RADIOTHERAPEUTICAL DEVICE AND USE THEREOF

Filed: June 3, 1999

Exhibit A-2

Patent Application

34. PCT Patent Application Attorney Docket No. EXIO:001: PCT
For: APPARATUS AND METHOD FOR IN-SITU RADIATION TREATMENT
Filed: November 6, 2000

Exhibit B

Trademark Applications

1. U.S. Trademark Application S.N. 76/149174
Mark: "X-TECHNOLOGIES"
Filed: October 18, 2000
2. U.S. Trademark Application S.N. 76/149050
Mark: "EXION"
Filed: October 18, 2000
3. U.S. Trademark Application S.N. 75/686052
Mark: "MEDGINATION" (Miscellaneous Design)
Filed: April 19, 1999
4. U.S. Trademark Application S.N. 75/686053
Mark: "MEDGINATION" (Stylized Word)
Filed: April 19, 1999
5. U.S. Trademark Application S.N. 75/686054
Mark: "MEDGINATION" (Word)
Filed: April 19, 1999
6. U.S. Trademark Application S.N. 76/404,334 (ITU)
Filed: May 7, 2002
For: FOCUSED FORCE
RS Ref.: 501019.20002
Status: Awaiting examination.
7. U.S. Trademark Application S.N. 76/404,333 (ITU)
Filed: May 7, 2002
For: FOCUS FORCE
RS Ref.: 501019.20003
Status: Response under consideration.
8. U.S. Trademark Application S.N. 78/152,871
Filed: August 9, 2002
For: IT JUST WORKS
RS Ref.: 501019.20507
Status: Awaiting examination.