

12-11-2002

Form PTO-1595 (Rev. 10/02)

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OMB No. 0651-0027 (exp. 6/30/2005)

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): WIT IP Corporation 136 Turnpike Road Southborough, MA 01772

2. Name and address of receiving party(ies) Name: JPMorgan Chase Bank, as Administrative Agent Internal Address:

3. Nature of conveyance: 12-11-02 [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Supplement Execution Date: December 3, 2002

Street Address: 270 Park Avenue City: New York State: NY Zip: 10017 Additional name(s) & address(es) attached? [] Yes [x] 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? [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Ms. Penelope Agadoa Internal Address: Federal Research Corporation Street Address: 1030 Fifteenth St. NW, Suite 920 City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: 2 Total fee (37 CFR 3.41): \$800.00 [] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number: RECEIVED 11/14/02

DO NOT USE THIS SPACE

9. Signature. David J. Miller Name of Person Signing

Signature

December 10, 2002 Date

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

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

12/12/2002 LMUELLER 00000073 07669366 01 FC:8021 800.00 OP

PATENT REEL: 013555 FRAME: 0015

Patents

Country	Title	Filing Date	Issue Date	Application Number	Patent Number
United States	TECHNIQUE FOR LOCALIZED THERMAL TREATMENT OF MAMMALS	March 14, 1991	November 2, 1993	07/669,366	5,257,977
United States	THERMAL TREATMENT APPARATUS	March 11, 1994	August 27, 1996	08/212,197	5,549,559
United States	THERMAL TREATMENT APPARATUS	April 16, 1996	N/A	08/632,830	N/A
United States	INTERNAL CATHETER	February 4, 1998	June 29, 1999	09/018,664	5,916,195
United States	INTERNAL CATHETER	January 29, 1999	N/A	09/239,312	N/A
United States	THERMAL TREATMENT APPARATUS	November 5, 1999	N/A	09/433,952	N/A
United States	THERMAL TREATMENT APPARATUS	March 28, 2000	May 14, 2002	09/534,842	RE37,704
United States	PROSTATIC STENT WITH LOCALIZED TISSUE ENGAGING ANCHORING MEANS AND METHODS FOR INHIBITING OBSTRUCTION OF THE PROSTATIC URETHRA	June 30, 2000	N/A	60/215,156	N/A
United States	TREATMENT CATHETERS WITH THERMALLY INSULATED REGIONS	November 13, 2000	N/A	60/248,109	N/A
United States	PROSTATIC STENT WITH LOCALIZED TISSUE ENGAGING ANCHORING MEANS AND METHODS FOR INHIBITING OBSTRUCTION OF THE PROSTATIC URETHRA	April 18, 2001	N/A	09/837,486	N/A
United States	LOW THERMAL RESISTANCE ELASTIC SLEEVES FOR MEDICAL DEVICE BALLOONS	May 1, 2001	N/A	60/288,774	N/A
United States	METHODS FOR TREATING PROSTATITIS	July 27, 2001	N/A	60/308,344	N/A
United States	THERMAL TREATMENT SYSTEMS WITH ENHANCED TISSUE PENETRATION DEPTH USING ADJUSTABLE TREATMENT PRESSURES AND RELATED METHODS	September 10, 2001	N/A	60/318,556	N/A
United States	CATHETERS WITH SUCTION CAPABILITY AND RELATED METHODS AND SYSTEMS FOR OBTAINING BIOSAMPLES IN VIVO	October 17, 2001	N/A	60/330,029	N/A
United States	METHODS FOR TREATING THE PROSTATE AND INHIBITING OBSTRUCTION OF THE PROSTATIC URETHRA USING BIODEGRADABLE STENTS	November 13, 2001	N/A	10/011,494	N/A
United States	TREATMENT CATHETERS WITH THERMALLY INSULATED REGIONS	November 13, 2001	N/A	10/011,700	N/A
United States	COMBINATION TREATMENT CATHETERS AND POST-TREATMENT STENTS	December 10, 2001	N/A	60/339,529	N/A

Patents

Country	Title	Filing Date	Issue Date	Application Number	Patent Number
United States	MODULAR THERMAL TREATMENT SYSTEMS WITH SINGLE-USE DISPOSABLE CATHETER ASSEMBLIES AND RELATED METHODS	December 20, 2001	N/A	60/342,566	N/A
United States	LOW THERMAL RESISTANCE ELASTIC SLEEVES FOR MEDICAL DEVICE BALLOONS	May 1, 2002	N/A	10/136,605	N/A
United States	METHODS FOR TREATING PROSTATITIS	May 17, 2002	N/A	60/381,647	N/A
Australia	PROSTATIC STENT WITH LOCALIZED TISSUE ENGAGING ANCHORING MEANS AND METHODS FOR INHIBITING OBSTRUCTION OF THE PROSTATIC URETHRA	May 15, 2001	January 14, 2002	AU 63122	AU 200163122
Austria	APPARATUS FOR LOCALIZED THERMAL TREATMENT OF MAMMALS	N/A	December 15, 1995	N/A	AT 131027
Denmark	APPARATUS FOR LOCALIZED THERMAL TREATMENT OF MAMMALS	March 18, 1991	April 22, 1996	DK 19950913022T	DK 449472T
European Community	A TECHNIQUE FOR LOCALIZED THERMAL TREATMENT OF MAMMALS	March 18, 1991	October 2, 1991	EP 91302295.0	EP449472 A
European Community	A TECHNIQUE FOR LOCALIZED THERMAL TREATMENT OF MAMMALS	March 18, 1991	December 6, 1995	EP 91302295.0	EP449472 B
European Community	THERMAL TREATMENT APPARATUS	March 6, 1995	N/A	EP 95103189.7	N/A
European Community	THERMAL TREATMENT APPARATUS	April 16, 1997	October 22, 1997	EP 97106282.3	EP 0801938
European Community	URETHRAL CATHETER AND GUIDE	February 4, 1999	August 18, 1999	EP 101640	EP 935977
Germany	A TECHNIQUE FOR LOCALIZED THERMAL TREATMENT OF MAMMALS	March 18, 1991	January 18, 1996	DE 615096	EP 302295 A
Israel	APPARATUS FOR LOCALIZED THERMAL TREATMENT OF MAMMALS	March 22, 1990	October 31, 1995	IL 93842	IL 93842
Israel	THERMAL TREATMENT APPARATUS	April 15, 1997	March 19, 2001	IL 120674	120674
Japan	APPARATUS FOR LOCALIZED THERMAL TREATMENT OF MAMMALS	March 22, 1991	April 8, 2002	JP 132333	JP 3272373
Japan	THERMAL TREATMENT APPARATUS	March 10, 1995	November 30, 2001	JP 779578	JP 3255820
Japan	THERMAL TREATMENT APPARATUS	April 16, 1997	February 10, 1998	JP 98992	JP 10033582
Japan	URETHRAL CATHETER AND GUIDE	January 28, 1999	November 24, 1999	JP 20563	JP 11319074

Patents

<u>Country</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Application Number</u>	<u>Patent Number</u>
PCT	PROSTATIC STENT WITH LOCALIZED TISSUE ENGAGING ANCHORING MEANS AND METHODS FOR INHIBITING OBSTRUCTION OF THE PROSTATIC URETHRA	May 15, 2001	January 10, 2001	PCT/US01/15585	WO 02/02032
PCT	HYPERTHERMY TREATMENT OF THE PROSTATE AND IMPLANTATION OF THE BIODEGRADABLE URETHRAL STENT	November 13, 2001	N/A	PCT/US01/47789	N/A
PCT	TREATMENT CATHETERS WITH THERMALLY INSULATED REGIONS	November 13, 2001	N/A	PCT/US01/47793	N/A
PCT	LOW THERMAL RESISTANCE ELASTIC SLEEVES FOR MEDICAL DEVICE BALLOONS	May 2, 2002	N/A	PCT/US02/13586	N/A
PCT	METHODS FOR TREATING PROSTATITIS	July 24, 2002	N/A	PCT/US02/24221	N/A
PCT	CATHETERS WITH SUCTION CAPABILITY AND RELATED METHODS AND SYSTEMS FOR OBTAINING BIOSAMPLES IN VIVO	September 25, 2002	N/A	PCT/US02/3354	N/A
PCT	THERMAL TREATMENT SYSTEMS WITH ENHANCED TISSUE PENETRATION DEPTH USING ADJUSTABLE TREATMENT PRESSURES AND RELATED METHODS	September 9, 2002	N/A	PCT/US02/28688	N/A
Spain	A TECHNIQUE FOR LOCALIZED THERMAL TREATMENT OF MAMMALS	March 18, 1991	April 16, 1996	EP 302295	ES 2083522 T3

**Supplement No. 1
to
Security Agreement**

WIT IP CORPORATION

SUPPLEMENT NO. 1 dated as of December 3, 2002, to the Security Agreement dated as of November 12, 1999, among ACMI CORPORATION (f/k/a Circon Corporation), a Delaware corporation (the "*Borrower*"), AMERICAN CYSTOSCOPE MAKERS, INC. (f/k/a Circon Holdings Corporation), a Delaware corporation ("*Holdings*"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary Guarantor*" and, collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors, Holdings and the Borrower are referred to collectively herein as the "*Grantors*") and JPMORGAN CHASE BANK (f/k/a The Chase Manhattan Bank), a New York banking corporation ("*Chase*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of November 12, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*"), Chase, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), Collateral Agent, swingline lender and issuing bank (in such capacity, the "*Issuing Bank*"), Bankers Trust Company, as co-documentation agent for the Lenders, Merrill Lynch Capital Corporation, as co-documentation agent for the Lenders, Canadian Imperial Bank of Commerce, as co-syndication agent for the Lenders, and Credit Suisse First Boston, as co-syndication agent for the Lenders, (b) the Parent Guarantee Agreement dated as of November 12, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Parent Guarantee Agreement*"), between Holdings and the Collateral Agent and (c) the Subsidiary Guarantee Agreement dated as of November 12, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*"), among the Subsidiary Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 6.15 of the Security Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor.

Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

Name Of New Grantor,

by _____

Name:

Title:

Address:

Organizational ID:

JPMORGAN CHASE BANK (f/k/a The Chase
Manhattan Bank), as Collateral Agent,

by  _____

Name:

Title:

**DAWN LEE LUM
VICE PRESIDENT**

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

WIT IP CORPORATION

Name Of New Grantor,

by

Name:

Daniel J. Pierce

Title:

Treasurer

Address:

136 Turnpike Road, Southborough, MA

Organizational ID:

Delaware ID: 020660334-01772

EIN: 06-1660319

3587332

JPMORGAN CHASE BANK (f/k/a The Chase Manhattan Bank), as Collateral Agent,

by

Name:

Title:

LOCATION OF COLLATERAL

Description

Location

Intellectual Property and
other intangibles
(and see attached
schedules) and
all tangible assets
located in the U.S.

136 Temple Road
Southborough, MA 01772

Patents

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Japan	THERMAL TREATMENT APPARATUS	March 10, 1995	November 30, 2001	JP 779578	JP 3255820
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Spain	A TECHNIQUE FOR LOCALIZED THERMAL TREATMENT OF MAMMALS	March 18, 1991	April 16, 1996	EP 302295	ES 2083522 T3

Trademarks

Country	Mark	Registrant/Applicant	Filing Date	Registration Date	Serial Number	Registration Number
United States	ARGOMED and Design	Argomed, Inc. New Jersey Corp.	December 10, 1998	November 27, 2001	75/603,169	2,513,070
United States	Flame Design	Argomed, Inc. New Jersey Corp.	January 12, 1999	November 27, 2001	75/619,636	2,513,079
United States	THERMOFLEX	Argomed Ltd., Israeli Corp.	January 7, 1997	February 3, 1998	75/223,270	2,134,195
United States	PROSTAPLASTY	Argomed, Inc., Delaware Corp.	December 10, 1998	N/A	75/604,101	N/A
United States	THERMOPLASTY	Argomed, Inc., New Jersey Corp.	March 11, 2000	Abandoned	75/941,995	Abandoned
European Community	THERMOFLEX	Argomed Ltd., Israeli Corp.	April 1, 1996	May 5, 1998	000107656	000107656

PATENT

RECORDED: 12/10/2002

REEL: 013555 FRAME: 0028