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OMB No. 0651-0027 (exp. 5/31/2002)



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102427459

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):

MAXXIM MEDICAL, INC.

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

3. Nature of conveyance:

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

Execution Date: FEBRUARY 12, 2003

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, AS AGENT

Internal Address: P.O. BOX 225B

LIEN PERFECTION UNIT

Street Address:

City: HOUSTON

State: TX

Zip: 77252

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)

SEE SCHEDULE 1 ATTACHED HERETO.

B. Patent No.(s)

SEE SCHEDULE 1 ATTACHED HERETO.

Additional numbers attached? ☒ Yes ☐ No

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

Name: JACKIE LEE

Internal Address: ACCESS INFORMATION SERVICES, INC.

Street Address: 1773 WESTERN AVENUE

City: ALBANY State: NY Zip: 12203

6. Total number of applications and patents involved: 25

7. Total fee (37 CFR 3.41).....\$ 1,000.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Jackie Lee

Name of Person Signing

Jackie Lee

Signature

2-13-03

Date

Total number of pages including cover sheet, attachments, and documents: 12

05/01/2003 DBYRNE 00000002 6016370

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:8021
02 FC:80231000.00 OP
120.00 OP

**Schedule 1
to Patent
Security Agreement**

U.S. Patents and Patent Applications

Patent Title	Application/ Registration No.	Application/ Registration Date	Owner of Record
Powder free medical glove	6,016,570	1/25/00	Maxxim Medical, Inc.
Medical procedure kit	6,012,586	1/11/00	Maxxim Medical, Inc.
Flexible PVC article and method of making	5,881,386	3/16/99	Maxxim Medical, Inc.
Vial adaptor for a liquid delivery device	5,776,147	6/16/98	Maxxim Medical, Inc.
Apparatus for the generation of gas pressure for controlled fluid	5,700,245	12/23/97	Maxxim Medical, Inc.
Flexible rubber article and method of making	5,612,083	3/18/97	Maxxim Medical, Inc.
Flexible rubber article and method of making	5,601,870	2/11/97	Maxxim Medical, Inc.
Method for generating gas to deliver liquid from a container	5,588,556	12/31/96	Maxxim Medical, Inc.
Apparatus and methods for multiple fluid infusion	5,578,005	11/26/96	Maxxim Medical, Inc.
Liquid delivery device	5,571,261	11/05/96	Maxxim Medical, Inc.
Liquid delivery device	5,558,255	9/24/96	Maxxim Medical, Inc.
Liquid delivery device	5,553,741	9/10/96	Maxxim Medical, Inc.
Flexible rubber article and method of making	5,545,451	8/13/96	Maxxim Medical, Inc.
Rotating adapter for a catheter	D 363,541	10/24/95	Maxxim Medical, Inc.
Infusion pump	D 361,379	8/15/95	Maxxim Medical, Inc.
Surgical drape and method of making surgical drape	5,454,381	10/3/95	Boundary Healthcare Products*
Liquid delivery device	5,398,851	3/21/95	Maxxim Medical, Inc.
Gas delivery apparatus for infusion	5,398,850	3/21/95	Maxxim Medical, Inc.

(NY) 04673/186/DIPDOCS/patent.sec.agt.doc

Liquid delivery device having a vial attachment or adapter incorporated therein	5,397,303	3/14/95	Maxxim Medical, Inc.
Surgical drape and method of making surgical drape	5,341,821	8/30/94	Boundary Healthcare Products*
Combined glove and form	D 310,133	8/28/90	Maxxim Medical, Inc.
Handle design for a medical manifold	60/255,009		Maxxim Medical, Inc.
Method for cold forming tip of medical guidewire	60/251,489		Maxxim Medical, Inc.
Medical guidewire and method for making	60/324,234		Maxxim Medical, Inc.
Valve assembly for medical manifold	10/020,000		Maxxim Medical, Inc.

*Boundary was merged into Maxxim Medical, Inc.; recordation of merger filed on February 7, 2003.

PATENT SECURITY AGREEMENT

WHEREAS, each of Maxxim Medical, Inc., a Texas corporation ("**Parent**"), and Maxxim Medical, Inc., a Delaware corporation (each, a "**Lien Grantor**"), owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Maxxim Medical Group, Inc., a Delaware corporation (the "**Borrower**"), Parent, the subsidiaries of the Borrower party thereto, the DIP Lenders party thereto, and JPMorgan Chase Bank, as Fronting Bank, Administrative Agent and Collateral Agent, are parties to a Revolving Credit and Guaranty Agreement dated as of February [v], 2003 (as amended from time to time, the "**DIP Credit Agreement**"); and

WHEREAS, pursuant to (i) the Security and Pledge Agreement dated as of February [], 2003 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and JPMorgan Chase Bank, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Patent Security Agreement), the Obligations (as defined in the DIP Credit Agreement) have been secured by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Lien Grantor, including all right, title and interest of such Lien Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee, to secure the Obligations, a continuing security interest in all of such Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Security Agreement) owned by such Lien Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Security Agreement) to which such Lien Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Lien Grantor against third parties for past, present or future

infringement of any Patent owned by such Lien Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of such Lien Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

Each Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which such Lien Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the DIP Credit Agreement, each Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Lien Grantor to the Grantee pursuant to the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Lien Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 12th day of February, 2003.

LIEN GRANTORS:

MAXXIM MEDICAL, INC., a Texas
corporation

By: 

Name:

Title:

MAXXIM MEDICAL, INC., a Delaware
corporation

By: 
Name:
Title:

Patent Security Agreement

Patent Security Agreement

PATENT
REEL: 013616 FRAME: 0068

STATE OF DE)
) ss.:
COUNTY OF NCC)

I, Debbie Laskin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Thomas Cochill, of MAXXIM MEDICAL, INC., a Texas corporation (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 12 day of February, 2003.

[Seal]

Debbie Laskin
Signature of notary public
My Commission expires _____

DEBBIE E. LASKIN
Notary Public - State of Delaware
My Comm. Expires Dec. 21, 2004

Patent Security Agreement

PATENT
REEL: 013616 FRAME: 0069

STATE OF DE)
) ss.:
COUNTY OF NCC)

I, Debbie Laskin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Thomas Cochill, of MAXXIM MEDICAL, INC., a Delaware corporation (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 12 day of February, 2003.

[Seal]

Debbie Laskin
Signature of notary public
My Commission expires _____

DEBBIE E. LASKIN
Notary Public - State of Delaware
My Commn. Expires Dec. 21, 2004

Patent Security Agreement

PATENT
REEL: 013616 FRAME: 0070

Acknowledged:

JPMORGAN CHASE BANK,
as Collateral Agent

By: *Susan E. Atkins*
Name: **Susan E. Atkins**
Title: **Managing Director**

Patent Security Agreement

PATENT
REEL: 013616 FRAME: 0071

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