

02-19-2003



Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

REC'D

102367345 PATENTS ONLY

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

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

1. Name of conveying party(ies): **Careside, Inc.** 2.11.03

2. Name and address of receiving party(ies)
 Name: **L & Co., LLC (See attachment A for additional receiving parties)**
 Internal Address: _____
 Street Address: **1120 Boston Post Road**
 City: **Darien** State: **CT** Zip: **06820**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **To correct an error in a cover sheet previously recorded 10/10/02 at Reel/Frame 013372/0918**

Execution Date: _____

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) **04248737** B. Patent No.(s)
SEE ATTACHMENT B **SEE ATTACHMENT B**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Paul J. Kennedy**
 Internal Address: **Pepper Hamilton LLP**
3000 Two Logan Square
 Street Address: **18th and Arch Sts.**
 City: **Phila.,** State: **PA** Zip: **19103-2799**

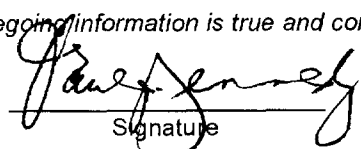
6. Total number of applications and patents involved: **9**

7. Total fee (37 CFR 3.41).....\$ **360.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
16-1322
 (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.

Paul J. Kennedy  **February 11, 2003**
 Name of Person Signing Signature Date

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

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

02/14/2003 T01AZ1 00000034 161322 09248737 01 FC:0021 360.00 CH

PATENT REEL: 013746 FRAME: 0965

RECORDATION FORM COVER SHEET

PATENTS ONLY

ATTACHMENT A

Additional Receiving Parties

1. Venturetech, Inc.
Corporation organized under the laws of the British Virgin Islands
Pasea Estate
Road Town
Tortola, British Virgin Islands
2. Baloise Private Equity Limited
Corporation organized under the laws of the Channel Islands
Caledonian House
P.O. Box 1043GT
George Town
Grand Cayman, Cayman Islands, BWI
3. Irrevocable Trust of James E. Lineberger U/A,
c/o Lineberger & Co.,LLC – Connecticut Trust
1120 Boston Post Road
Darien, CT 06820
4. Eugene V. Kelly
33 Horseshoe Road
Darien, CT 06820

RECORDATION FORM COVER SHEET

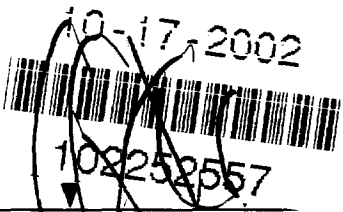
PATENTS ONLY

ATTACHMENT B

PATENTS

<u>Patent Number</u>	<u>Description</u>	<u>File Date</u>
09/248737	Analytical Instrument - Sample/Reagent Transport-	2/11/99
00/03367	Analytical Instrument - Sample/Reagent Transport	2/9/00
09/248614	Analytical Instrument - Lock/Eject System	2/11/99
09/248607	Analytical Instrument - Optical Detector System	2/11/99
5919711	Analytical Cartridge	7/6/99
5916522	Electrochemical Cartridge	6/29/99
6002475	Spectrophotometric Cartridge	12/14/99
6033914	Electrochemical Divisional	3/7/00
424956	Design Patent - Instrument Design	5/16/00

RE



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

1. Name of conveying party(ies): Venturetech, Inc. (See Attachment A) Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Careside, Inc. Internal Address: Street Address: 6100 Bristol Parkway City: Culver City State: CA Zip: 90230 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: August 7, 2002

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 ATTACHMENT B B. Patent No.(s) SEE ATTACHMENT B Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Paul J. Kennedy Internal Address: Pepper Hamilton LLP 3000 Two Logan Square Street Address: 18th and Arch Streets City: Phila. State: PA Zip: 19103-2799

6. Total number of applications and patents involved: 9 7. Total fee (37 CFR 3.41) \$ 360.00 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. Paul J. Kennedy Name of Person Signing Signature Date: October 10, 2002 Total number of pages including cover sheet, attachments, and documents: 13

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

10/16/2002 ANNED1 00000129 09248737 01 FC:4021 360.00

RECORDATION FORM COVER SHEET

PATENTS ONLY

ATTACHMENT A

ADDITIONAL RECEIVING PARTIES

- 1.. Baloise Private Equity Limited
Corporation organized under the laws of the Channel Islands
Caledonian House
P.O. Box 1043GT
George Town
Grand Cayman, Cayman Islands, BWI
2. L & Co., LLC – Delaware Limited Liability Corporation
1120 Boston Post Road
Darien, CT 06820
3. Irrevocable Trust of James E. Lineberger U/A,
c/o Lineberger & Co., LLC – Connecticut Trust
1120 Boston Post Road
Darien, CT 06820
4. Eugene V. Kelly
33 Horseshoe Road
Darien, CT 06820

RECORDATION FORM COVER SHEET**PATENTS ONLY****ATTACHMENT B****PATENTS**

<u>Patent Number</u>	<u>Description</u>	<u>File Date</u>
09/248737	Analytical Instrument - Sample/Reagent Transport-	2/11/99
00/03367	Analytical Instrument - Sample/Reagent Transport	2/9/00
09/248614	Analytical Instrument - Lock/Eject System	2/11/99
09/248607	Analytical Instrument - Optical Detector System	2/11/99
5919711	Analytical Cartridge	7/6/99
5916522	Electrochemical Cartridge	6/29/99
6002475	Spectrophotometric Cartridge	12/14/99
6033914	Electrochemical Divisional	3/7/00
424956	Design Patent - Instrument Design	5/16/00

NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTICE dated as of the 7th day of August, 2002, by CARESIDE, INC., a Delaware corporation (“Debtor”), having an address at 6100 Bristol Parkway, Culver City, California 90230, to and in favor of the entities listed on Attachment A hereto (“Secured Parties”) under a certain Convertible Secured Note of even date herewith among Debtor and Secured Party (the “Note”).

WHEREAS, Debtor is the owner of certain Intellectual Property Collateral as listed in Exhibits A and B hereto; and

WHEREAS, Secured Parties have agreed to extend certain credit to Debtor under the Note on condition that the Debtor pledges and grants to Secured Parties as collateral for the obligations under the Note a security interest and lien in and to such Intellectual Property Collateral and application therefor described above, including the registrations thereof, the goodwill associated therewith and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement in favor of Secured Parties (the “IP”);

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the obligations, Debtor hereby pledges and grants and collaterally assigns to Secured Parties a security interest and lien in and to all rights, title and interest in and to the aforesaid IP, and gives notice of such security interest and the existence of such Intellectual Property Security Agreement providing therefor.

ATTACHMENT A

SECURED PARTIES

1. Venturetech, Inc.
Corporation organized under the laws of the British Virgin Islands
Pasea Estate
Road Town
Tortola, British Virgin Islands
2. Baloise Private Equity Limited
Corporation organized under the laws of the Channel Islands
Caledonian House
P.O. Box 1043GT
George Town
Grand Cayman, Cayman Islands, BWI
3. L & Co., LLC – Delaware Limited Liability Corporation
1120 Boston Post Road
Darien, CT 06820
4. Irrevocable Trust of James E. Lineberger U/A,
c/o Lineberger & Co., LLC – Connecticut Trust
1120 Boston Post Road
Darien, CT 06820
5. Eugene V. Kelly
33 Horseshoe Road
Darien, CT 06820

order or similar order and (b) provided that the recipient has entered into a comparable confidentiality agreement in favor of Debtor and has delivered a copy to Debtor, (i) to the affiliates of the Secured Party, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, and (iii) as may be required in connection with the examination, audit or similar investigation of Secured Party.

22. Severability. The provisions of this IP Agreement are severable, 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 IP Agreement in any jurisdiction.

23. Termination. This IP Agreement and all rights and obligations of the parties hereunder shall terminate immediately upon Debtor's payment in full of the Note.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement as of the day and year first above written.

Debtor:

CARESIDE, INC.,
a Delaware corporation

By: W. Vickery Stoughton
W. Vickery Stoughton, Chief Executive Officer

Secured Party:

VENTURETEC INC
By: Peter Friedl
PETER FRIEDL

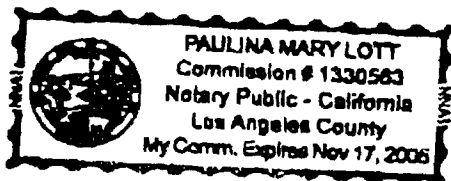
STATE/Commonwealth of California
COUNTY OF Los Angeles

: ss.

The foregoing instrument was acknowledged before me this 13TH day of Aug., 2002, by W. Vickery Stoughton, President and Chief Executive Officer of CARESIDE, INC., a Delaware corporation, on behalf of the corporation.

Paulina Mary Lott
NOTARY PUBLIC

[scal]



C11

order or similar order and (b) provided that the recipient has entered into a comparable confidentiality agreement in favor of Debtor and has delivered a copy to Debtor, (i) to the affiliates of the Secured Party, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, and (iii) as may be required in connection with the examination, audit or similar investigation of Secured Party.

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Debtor:

CARESIDE, INC.,
a Delaware corporation

By: W. Vickery Stoughton
W. Vickery Stoughton, Chief Executive Officer

Secured Party:

FOR BALOISE PRIVATE EQUITY LIMITED

By: Peter Friedli
PETER FRIEDLI

STATE/Commonwealth of California

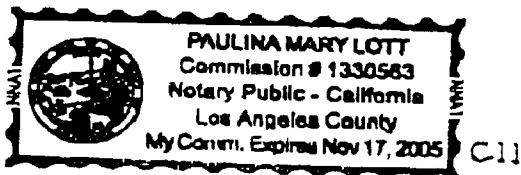
COUNTY OF Los Angeles

: ss.

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Paulina Mary Lott
NOTARY PUBLIC

[seal]



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Debtor:

CARESIDE, INC.,
a Delaware corporation

By: W. Vickery Stoughton
W. Vickery Stoughton, Chief Executive Officer

Secured Party:

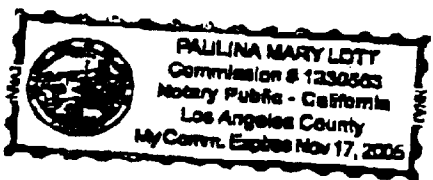
By: James E. Lineberger, Jr.
Member of Lineberger & Co., LLC; Manager of LSCA, LLC

STATE/Commonwealth of California
COUNTY OF Los Angeles : ss.

The foregoing instrument was acknowledged before me this 7th day of Aug., 2002, by W. Vickery Stoughton, President and Chief Executive Officer of CARESIDE, INC., a Delaware corporation, on behalf of the corporation.

Paulina Mary Lott
NOTARY PUBLIC

[seal]



C-11

order or similar order and (b) provided that the recipient has entered into a comparable confidentiality agreement in favor of Debtor and has delivered a copy to Debtor, (i) to the affiliates of the Secured Party, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, and (iii) as may be required in connection with the examination, audit or similar investigation of Secured Party.

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Debtor:

CARESIDE, INC.,
a Delaware corporation

By: W. Vickery Stoughton
W. Vickery Stoughton, Chief Executive Officer

Secured Party:

By: J. E. Lott
Name: Irrevocable Trust of James C. Unruh
Title: Trustee

STATE/Commonwealth of CALIFORNIA

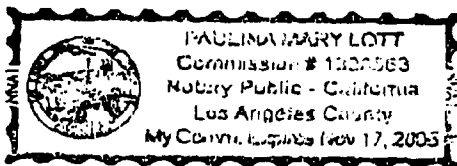
: ss.

COUNTY OF Los Angeles

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Paulina Mary Lott
NOTARY PUBLIC

[seal]



C-11

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Debtor:

CARESIDE, INC.,
a Delaware corporation

By: W. Vickery Stoughton
W. Vickery Stoughton, Chief Executive Officer

Secured Party:

EUGENE KELLY

Eugene P. Kelly

STATE/Commonwealth of California

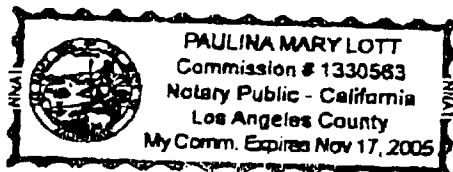
COUNTY OF Los Angeles

: ss.

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[seal]

Paulina Mary Lott
NOTARY PUBLIC



C.11

EXHIBIT "A"

PATENTS

<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>	<u>FILE DATE</u>
09/248737	Analytical Instrument – Sample/Reagent Transport	2/11/99
00/03367	Analytical Instrument – Sample/Reagent Transport	2/09/00
09/248614	Analytical Instrument – Lock/Eject System	2/11/99
09/248607	Analytical Instrument – Optical Detector System	2/11/99
5919711	Analytical Cartridge	7/6/99
5916522	Electrochemical Cartridge	6/29/99
6002475	Spectrophotometric Cartridge	12/14/99
6033914	Electrochemical Divisional	3/7/00
424956	Design Patent -Instrument Design	5/16/00

EXHIBIT "B"
TRADEMARKS

Mark: CARESIDE
Reg. No.: 2,427,362
Reg. Date: 2/6/01

Mark: CARESIDE ANALYZER
Reg. No.: 2,375,634
Reg. Date: 8/8/00

NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTICE dated as of the 7th day of August, 2002, by CARESIDE, INC., a Delaware corporation (“Debtor”), having an address at 6100 Bristol Parkway, Culver City, California 90230, to and in favor of the entities listed on Attachment A hereto (“Secured Parties”) under a certain Convertible Secured Note of even date herewith among Debtor and Secured Party (the “Note”).

WHEREAS, Debtor is the owner of certain Intellectual Property Collateral as listed in Exhibits A and B hereto; and

WHEREAS, Secured Parties have agreed to extend certain credit to Debtor under the Note on condition that the Debtor pledges and grants to Secured Parties as collateral for the obligations under the Note a security interest and lien in and to such Intellectual Property Collateral and application therefor described above, including the registrations thereof, the goodwill associated therewith and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement in favor of Secured Parties (the “IP”);

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the obligations, Debtor hereby pledges and grants and collaterally assigns to Secured Parties a security interest and lien in and to all rights, title and interest in and to the aforesaid IP, and gives notice of such security interest and the existence of such Intellectual Property Security Agreement providing therefor.

ATTACHMENT A

SECURED PARTIES

1. Venturetech, Inc.
Corporation organized under the laws of the British Virgin Islands
Pasea Estate
Road Town
Tortola, British Virgin Islands
2. Baloise Private Equity Limited
Corporation organized under the laws of the Channel Islands
Caledonian House
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3. L & Co., LLC – Delaware Limited Liability Corporation
1120 Boston Post Road
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4. Irrevocable Trust of James E. Lineberger U/A,
c/o Lineberger & Co., LLC – Connecticut Trust
1120 Boston Post Road
Darien, CT 06820
5. Eugene V. Kelly
33 Horseshoe Road
Darien, CT 06820

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Debtor:

CARESIDE, INC.,
a Delaware corporation

By: W. Vickery Stoughton
W. Vickery Stoughton, Chief Executive Officer

Secured Party:

VENTURETEC INC
By: P. Friedl
PETER FRIEDL

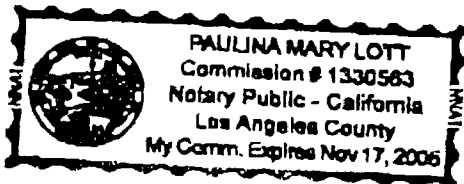
STATE/Commonwealth of California
COUNTY OF Los Angeles

: ss.

The foregoing instrument was acknowledged before me this 13TH day of Aug., 2002, by W. Vickery Stoughton, President and Chief Executive Officer of CARESIDE, INC., a Delaware corporation, on behalf of the corporation.

Paulina Mary Lott
NOTARY PUBLIC

[seal]



C-11

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By: W. Vickery Stoughton
W. Vickery Stoughton, Chief Executive Officer

Secured Party:

FOR BALOISE PRIVATE EQUITY LIMITED

By: Peter Friedli
PETER FRIEDLI

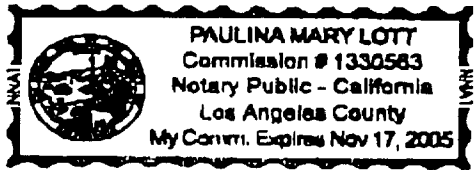
STATE/Commonwealth of California
COUNTY OF Los Angeles

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NOTARY PUBLIC

[seal]



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Debtor:

CARESIDE, INC.,
a Delaware corporation

By: W. Vickery Stoughton
W. Vickery Stoughton, Chief Executive Officer

Secured Party:

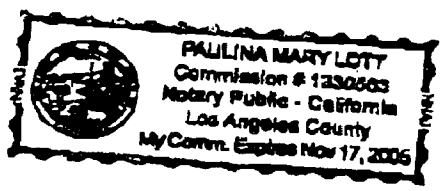
By: James E. Lineberger, Jr.
Member of Lineberger & Co., LLC; Manager of L&C, LLC

STATE/Commonwealth of California
COUNTY OF Los Angeles : ss.

The foregoing instrument was acknowledged before me this 7th day of Aug., 2002, by W. Vickery Stoughton, President and Chief Executive Officer of CARESIDE, INC., a Delaware corporation, on behalf of the corporation.

Paulina Mary Lott
NOTARY PUBLIC

[seal]



C.11

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order or similar order and (b) provided that the recipient has entered into a comparable confidentiality agreement in favor of Debtor and has delivered a copy to Debtor, (i) to the affiliates of the Secured Party, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, and (iii) as may be required in connection with the examination, audit or similar investigation of Secured Party.

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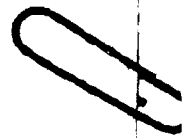
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Debtor:

CARESIDE, INC.,
a Delaware corporation

By: W. Vickery Stoughton
W. Vickery Stoughton, Chief Executive Officer



Secured Party:

By: J. E. Lohr
Name: Irrevocable Trust of James E. Lohr
Title: Trustee

STATE/Commonwealth of CALIFORNIA

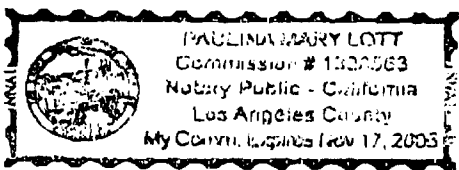
: ss.

COUNTY OF Los Angeles

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NOTARY PUBLIC

[seal]



C-11

order or similar order and (b) provided that the recipient has entered into a comparable confidentiality agreement in favor of Debtor and has delivered a copy to Debtor, (i) to the affiliates of the Secured Party, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, and (iii) as may be required in connection with the examination, audit or similar investigation of Secured Party.

22. Severability. The provisions of this IP Agreement are severable, 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 of provision in any other jurisdiction, or any other clause or provision of this IP Agreement in any jurisdiction.

23. Termination. This IP Agreement and all rights and obligations of the parties hereunder shall terminate immediately upon Debtor's payment in full of the Note.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement as of the day and year first above written.

Debtor:

CARESIDE, INC.,
a Delaware corporation

By: W. Vickery Stoughton
W. Vickery Stoughton, Chief Executive Officer

Secured Party:

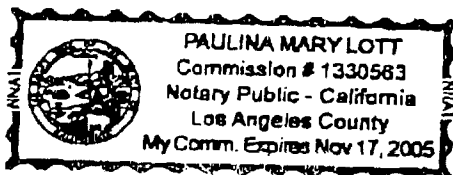
EUGENE KELLY
Eugene P. Kelly

STATE/Commonwealth of California
COUNTY OF Los Angeles : ss.

The foregoing instrument was acknowledged before me this 7TH day of Aug., 2002, by W. Vickery Stoughton, President and Chief Executive Officer of CARESIDE, INC., a Delaware corporation, on behalf of the corporation.

Paulina Mary Lott
NOTARY PUBLIC

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EXHIBIT "A"

PATENTS

<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>	<u>FILE DATE</u>
09/248737	Analytical Instrument – Sample/Reagent Transport	2/11/99
00/03367	Analytical Instrument – Sample/Reagent Transport	2/09/00
09/248614	Analytical Instrument – Lock/Eject System	2/11/99
09/248607	Analytical Instrument – Optical Detector System	2/11/99
5919711	Analytical Cartridge	7/6/99
5916522	Electrochemical Cartridge	6/29/99
6002475	Spectrophotometric Cartridge	12/14/99
6033914	Electrochemical Divisional	3/7/00
424956	Design Patent -Instrument Design	5/16/00

EXHIBIT "B"
TRADEMARKS

Mark: CARESIDE
Reg. No.: 2,427,362
Reg. Date: 2/6/01

Mark: CARESIDE ANALYZER
Reg. No.: 2,375,634
Reg. Date: 8/8/00

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PHLEGAL: #1242487 v2 (QMPI02!.DOC)

RECORDED: 02/11/2003

PATENT
REEL: 013746 FRAME: 0988