

07-31-2003

Form PTO-1595 (Adapted)
7-17-00U.S. DEPARTMENT OF COMMERCE
Patent & Trademark Office

SHEET

102513537

To the Director of the U.S. Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Manan Medical Products, Inc.**
Medical Device Technologies, Inc.
Surgical Specialties Corporation
 Additional name(s) of conveying party(ies) attached?
☐ Yes ☒ No

72803

2. Name and Address of receiving party(ies):

Name: **General Electric Capital Corporation**Address: **2 Wisconsin Circle, 4th Floor**City: **Chevy Chase**State: **Maryland**Zip: **20815**

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution date(s) of each conveying party:

April 30, 2003Additional name(s) & address(es) attached? ☐ Yes ☒ No

4(a). Patent Application No.(s):

~~72803~~Patent No.(s): **see attached form**

If this document is being filed together with a new application, the execution date of the application is:

Additional numbers attached? ☒ Yes ☐ No

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

Name: **Christine James**
 Address: **KILPATRICK STOCKTON LLP**
 1100 Peachtree Street
 Suite 2800
 Atlanta, Georgia 30309-4530

6. Total number of applications and patents involved: **30**7. Total fee (37 C.F.R. §3.41) enclosed: \$ **1,200****DO NOT USE THIS SPACE**

8. 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.

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mailstop Assignments, Director of the U.S. Patent & Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date given below.

Margaret A. Cogburn
 Name of Person Signing

Margaret A Cogburn
 Signature

Date: July 24, 2003

Total number of pages including cover sheet:

Attorney Docket No. **G3560/284116**

Mail documents to be recorded with required cover sheet information to: Director of the U.S. Patent & Trademark Office
 Mailstop Assignment Recordation Services
 P.O. Box 1450
 Alexandria, VA 22313-1450

07/30/2003 ECOOPER 00000024 1403405

01 FC:0021

1200.00 00

OFFICE OF PUBLIC RELATIONS
 703 JUL 28 AM 10:55
 FINANCE SECTION

PATENT
REEL: 014313 FRAME: 0874

U.S. PATENTS

D403,405
D311,409
D369,858
4,799,495
4,862,902
4,936,313
4,986,279
5,036,860
5,092,870
5,172,701
5,172,702
5,199,445
5,284,156
5,476,101
5,494,154
5,507,298
5,556,410
5,730,724
5,752,923
5,989,241
6,050,954
6,063,037
6,083,176
6,095,967
6,106,484
6,110,129
6,283,925
6,302,852
6,312,394
6,328,701

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 30, 2003, is made by the Persons named on Schedule V hereto and signatory hereto (each a "**Grantor**" and, collectively, the "**Grantors**"), with offices at the locations set forth on Schedule IV hereto, in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, acting in its capacity as Administrative Agent for the Lenders under the Credit Agreement described below, with offices at 2 Wisconsin Circle, 4th Floor, Chevy Chase, Maryland 20815 (the "**Administrative Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among American Medical Instruments Holdings, Inc. (the "**Borrower**"), each of the Grantors, the other Credit Parties signatory thereto, the Lenders signatory thereto (collectively, the "**Lenders**"), the Administrative Agent, GECC Capital Markets Group, Inc., as Lead Arranger, LaSalle Bank National Association, as Syndication Agent, National City Bank, as Co-Documentation Agent, and Antares Capital Corporation, as Co-Documentation Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, extended replaced or otherwise modified, the "**Credit Agreement**"), the Lenders have agreed to make the Loans and to incur L/C Obligations for the benefit of the Borrower and the Grantors;

WHEREAS, Administrative Agent and the Lenders are willing to make the Loans and to incur L/C Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Borrower and each Guarantor (including the Grantors) shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of Lenders, that certain Borrower Security Agreement or that certain Subsidiary Security Agreement, as applicable, each dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, collectively, the "**Security Agreement**");

WHEREAS, pursuant to the Credit Agreement and the Security Agreements, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in **Section 1.1** of the Credit Agreement.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent, for itself and the benefit of Lenders, a Lien upon all of its right, title and interest of such Grantor in, to and

under the following, whether presently existing or hereafter created or acquired (collectively, with respect to each Grantor, the "**Intellectual Property Collateral**"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I and Schedule IV hereto, respectively;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II and Schedule IV hereto, respectively;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III and Schedule IV hereto, respectively;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **Representations and Warranties.** Each Grantor represents and warrants to the Administrative Agent and the Lenders that such Grantor does not have any interest in, or title to, any Patent, registered Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the recording hereof by the United States Copyright Office and the United States Patent and Trademark Office, perfected Liens in favor of Administrative Agent (for the benefit of itself and the Lenders) on each Grantor's Patents, Trademarks and Copyrights and such perfected Liens are enforceable as such as against any and all creditors of and purchasers from any Grantor to the extent that recording in the United States Copyright Office and the United State Patent and Trademark Office is effective to do so and subject to the proviso in the next sentence. Upon recording of this Intellectual Property Security Agreement by the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreements, all action necessary or desirable to protect and perfect Administrative Agent's Lien on each Grantor's Patents, Trademarks or Copyrights shall have been duly taken; provided, however, that the subsequent recordation of this Intellectual Property Security Agreement in the U.S. Patent and Trademark Office and

U.S. Copyright Office, as applicable, may be necessary to perfect the security interest of the Administrative Agent in issued registrations and applications for other U.S. Intellectual Property that are acquired by any Grantor after the date hereof, the registration of unregistered Copyrights in the U.S. Copyright Office may be required in order to perfect the Administrative Agent's Lien therein, and the taking of actions outside the United States may be required in order to perfect the Administrative Agent's Lien in Intellectual Property included in the Collateral which is protected under non-U.S. law.

4. **Covenants.** Each Grantor covenants and agrees with the Administrative Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantors shall notify Administrative Agent immediately if they know or have reason to know that any material application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) Grantors shall provide Administrative Agent with written notice of any application filed by any Grantor, either by itself or through any agent, employee, licensee or designee, to register any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the United States within ninety (90) days of such filing, and, upon request of Administrative Agent, such Grantor shall execute and deliver a supplement hereto as Administrative Agent may request to evidence Administrative Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Grantors shall take all commercially reasonable actions necessary or requested by Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall (1) comply with Section 5(a)(ix) of the Security Agreement and (2) unless such Grantor shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly take all

commercially reasonable actions, including to sue to enjoin any such conduct and/or to recover any and all damages for such infringement, misappropriation or dilution.

5. **Security Agreement.** The security interests granted by each Grantor pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted by each Grantor to Administrative Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Each Grantor and Administrative Agent expressly agree that the security interests granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Administrative Agent or the Lenders of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. **Termination; Authorized Sales of Collateral.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. In the event Grantor proposes to sell any of the Intellectual Property Collateral and such sale is permitted pursuant to the terms and conditions set forth in Section 7.8 of the Credit Agreement, the Administrative Agent agrees, at the expense of the Grantor, to execute and deliver to the Grantor, prior to or contemporaneously with

Grantor's receipt of the proceeds from such sale, such UCC-3 termination statements and other collateral property releases necessary to release the applicable Intellectual Property Collateral from the lien and security interest of the Administrative Agent.

9. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS. GRANTORS HEREBY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THE FEDERAL AND/OR STATE COURTS SITTING IN COOK COUNTY, CITY OF CHICAGO, ILLINOIS FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. GRANTORS IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.3 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTORS:

**AMERICAN MEDICAL INSTRUMENTS
HOLDINGS, INC.**

By: 

Name: Michael Hudson

Title: Authorized Person

**AMERICAN MEDICAL INSTRUMENTS,
INC.**

By: 

Name: Michael Hudson

Title: Authorized Person

B.G. SULZLE, INC.

By: 

Name: Michael Hudson

Title: Authorized Person

MANAN MEDICAL PRODUCTS, INC.

By: 

Name: Michael Hudson

Title: Authorized Person

MEDICAL DEVICE TECHNOLOGIES, INC.

By: 

Name: Michael Hudson

Title: Authorized Person

**SURGICAL SPECIALITIES
CORPORATION**

By: 

Name: Michael Hudson

Title: Authorized Person

ACCEPTED AND ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

By: _____

Name: Don C. Lee


Title: Duly Authorized Signatory

**SURGICAL SPECIALITIES
CORPORATION**

By: _____
Name: Michael Hudson
Title: Authorized Person

ACCEPTED AND ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

By: 
Name: Don C. Lee
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois

COUNTY OF Cook

On this 30th day of April, 2003, before me personally appeared Michael Hudson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the following entities:

American Medical Instruments Holdings, Inc.

American Medical Instruments, Inc.

B.G. Sulzle, Inc.

Manan Medical Products, Inc.

Medical Device Technologies, Inc.

Surgical Specialties Corporation

who being by me duly sworn did depose and say that he is the Authorized Person of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.



Cynthia M. Lewandowski
Notary Public

**SCHEDULES
TO THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

between

AMERICAN MEDICAL INSTRUMENTS HOLDINGS, INC.

AMERICAN MEDICAL INSTRUMENTS, INC.

B.G. SULZLE, INC.

MANAN MEDICAL PRODUCTS, INC.

MEDICAL DEVICE TECHNOLOGIES, INC.

SURGICAL SPECIALTIES CORPORATION

AND

GENERAL ELECTRIC CAPITAL CORPORATION,
INDIVIDUALLY AND IN ITS CAPACITY AS ADMINISTRATIVE AGENT FOR
LENDERS

Unless otherwise defined, capitalized terms used herein are used as defined in the
Intellectual Property Security Agreement.

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Borrower

None

American Medical

None

Sulzle

None

Manan

TITLE	COUNTRY	PATENT NO. ISSUE DATE
Bone Marrow Biopsy Device	United States	6,312,394 November 6, 2001
Bone Marrow Biopsy Device	United States	6,302,852 October 16, 2001
Isotope Seeding System	United States	6,095,967 August 1, 2000
Bone Marrow Biopsy Needle	United States	6,063,037 May 16, 2000
Biopsy Needle Orientation Fixture	United States	6,050,954 April 18, 2000
Drainage Catheter Apparatus	United States	5,989,241 November 23, 1999
Drainage Catheter Apparatus	United States	5,730,724 March 24, 1998
Surgical Needle with Stress-relocation means	United States	5,556,410 September 17, 1996
Forward-fired Automatic Tissue Sampling Apparatus	United States	5,507,298 April 16, 1996
Automatic Tissue Sampling Apparatus	United States	5,476,101 December 19, 1995
Automatic Tissue Sampling Apparatus	United States	5,284,156 February 8, 1994

TITLE	COUNTRY	PATENT NO. ISSUE DATE
Biopsy Needle and Surgical Instrument	United States	6,328,701 December 11, 2001
Biopsy Needle Handle	United States	6,283,925 September 4, 2001
Biopsy Needle and Surgical Instrument	United States	6,110,129 August 29, 2000
Reusable Automated Biopsy Needle Handle	United States	6,106,484 August 22, 2000
Automated Biopsy Needle Handle	United States	6,083,176 July 4, 2000
Biopsy Instrument with Handle and Needle Set	United States	5,752,923 May 19, 1998
Disposable Spring-loaded Soft Tissue Biopsy Apparatus	United States	5,172,702 December 22, 1992
Single Use Automated Soft Tissue Aspiration Biopsy Device	United States	5,172,701 December 22, 1992
Spacer Clip for Use with Biopsy Gun	United States	5,092,870 March 3, 1992
Disposable Soft Tissue Biopsy Apparatus	United States	5,036,860 August 6, 1991
Localization Needle Assembly with reinforced Needle Assembly	United States	4,986,279 January 22, 1991
Power Tool for Excising Bone or Cartilage Biopsy	United States	4,936,313 June 26, 1990
Localization Needle Assembly	United States	4,799,495 January 24, 1989
Biopsy Needle Set	United States	D 403,405 December 29, 1998
Combined Biopsy Stylet and Biopsy Canula	United States	D 369,858 May 14, 1996
Power Tool For Excising Bone or Cartilage Biopsy	Canada	1,318,826 June 8, 1993
Localization Needle Assembly	Canada	1,328,210 April 5, 1994
Localization Needle Assembly with Reinforced Structure	Canada	2002763 June 25, 1996

TITLE	COUNTRY	PATENT NO. ISSUE DATE
Localization Needle Assembly with Reinforced Structure	Austria	129140 November 15, 1995
Localization Needle Assembly	Austria	134855 March 15, 1996
Power Tool For Excising Bone or Cartilage Biopsy	Austria	317503 June 15, 1994
Localization Needle Assembly	Belgium	308482 March 6, 1996
Localization Needle Assembly with Reinforced Structure	Denmark	385604 February 2, 1996
Power Tool For Excising Bone or Cartilage Biopsy	Denmark	169985 April 24, 1995
Localization Needle Assembly with Reinforced Structure	EPO	385604 October 18, 1995
Power Tool For Excising Bone or Cartilage Biopsy	Finland	972273 November 25, 1994
Localization Needle Assembly	France	308482 March 6, 1996
Power Tool For Excising Bone or Cartilage Biopsy	France	317503 June 15, 1994
Power Tool For Excising Bone or Cartilage Biopsy	Germany	317503 June 15, 1994
Localization Needle Assembly	Germany	3855062.8 March 6, 1996
Localization Needle Assembly with Reinforced Structure	Germany	69023020 November 23, 1995
Localization Needle Assembly	Italy	308482 March 6, 1996
Power Tool For Excising Bone or Cartilage Biopsy	Italy	317503 June 15, 1994
Power Tool For Excising Bone or Cartilage Biopsy	Japan	1733908 February 17, 1993
Localization Needle Assembly	Japan	2553685 August 22, 1996
Localization Needle Assembly with Reinforced Structure	Japan	3080962 June 23, 2000
Localization Needle Assembly	Luxembourg	308482 March 6, 1996

TITLE	COUNTRY	PATENT NO. ISSUE DATE
Localization Needle Assembly	Netherlands	308482 March 6, 1996
Power Tool For Excising Bone or Cartilage Biopsy	Norway	175512 October 26, 1994
Power Tool For Excising Bone or Cartilage Biopsy	Portugal	317503 June 21, 1993
Power Tool For Excising Bone or Cartilage Biopsy	Spain	317503 June 15, 1994
Localization Needle Assembly with Reinforced Structure	Spain	2077639 December 12, 1995
Localization Needle Assembly	Sweden	308482 March 6, 1996
Power Tool For Excising Bone or Cartilage Biopsy	Sweden	317503 June 15, 1994
Localization Needle Assembly	Switzerland	308482 March 6, 1996
Power Tool For Excising Bone or Cartilage Biopsy	Switzerland	317503 June 15, 1994
Power Tool For Excising Bone or Cartilage Biopsy	United Kingdom	317503 June 15, 1994
Localization Needle Assembly	United Kingdom	308482 March 6, 1996

Surgical Specialties

TITLE	COUNTRY	PATENT NO. ISSUE DATE
Eye Protector	United States	4,862,902 September 5, 1989
Stromal Puncture Method	United States	5,199,445 April 6, 1993
Surgical Suture Package	United States	5,494,154 February 27, 1996
Eye Shield	United States	Des 311,409

II. PATENT APPLICATIONS

Borrower

None

American Medical

None

Sulzle

None

Manan

TITLE	COUNTRY	APPL. NO. APPL. DATE
Bone Marrow Biopsy Needle	PCT	WO 0010465 August 20, 1999

MDT

TITLE	COUNTRY	APPL. NO. APPL. DATE
Biopsy Needle Handle	Canada	2331450 May 11, 1999
Reusuable Biopsy Needle Handle	Canada	2331444 May 11, 1999
Biopsy Instrument with Handle and Needle Set	EPO	97916055.3 March 18, 1997
Biopsy Needle and Surgical Instrument	EPO	1135065 January 26, 2000
Reusable Automated Biopsy Needle Handle	EPO	1077646 May 11, 1999
Biopsy Needle Handle	EPO	1077633 May 11, 1999
Biopsy Needle Handle	Japan	2000547904 May 11, 1999
Reusable Automated Biopsy Needle Handle	Japan	2000547918 May 1, 1999
Biopsy Needle and Surgical Instrument	Japan	2000608946 January 15, 2001
Biopsy Instrument with Handle and Needle set	Japan	2000512870 October 3, 2000

Surgical Specialties

None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Borrower

None

American Medical

MARK	COUNTRY	SERIAL # APPL. DATE
DARTPOINT	United States	76/211,333 February 15, 2001

Sulzle

None

Manan

None

MDT

MARK	COUNTRY	REG # REG DATE
TRU-CORE	United States	2,173,844 July 14, 1998
ULTRA-VAC	United States	1,830,787 April 12, 1994
MD TECH	United States	1,807,306 November 30, 1993
MDTECH	United States	1,793,552 September 21, 1993
MDTECH	United States	1,775,855 June 8, 1993
TRAP-LOK	European Community	2424042 November 11, 2002
MD TECH	European Community	1860238 December 19, 2001
TRU-CORE	European Community	469635 February 16, 1999

Surgical Specialties

MARK	COUNTRY	REG # REG DATE
POLYVIOLENE	United States	0,863,200 12/7/1969
SURGAMID	United States	0,873,530 7/27/1969
SHARPOINT	United States	1,127,212 12/4/1979
SHARPOINT	United States	1,137,798 7/15/1980
M.E.T.	United States	1,142,387 12/9/1980
PROMED	United States	1,330,749 4/16/1985
PROMED	United States	1,135,677 5/20/1980
PROMED and Design	United States	1,361,639 9/24/1985
SHARPOINT	United States	1,425,636 1/20/1987
LO-TRAU	United States	1,447,337 7/14/1987
VET-PAK	United States	1,453,110 8/18/1987
LOOK	United States	1,462,665 10/27/1987
VETAMID	United States	1,474,043 1/26/1988
LUKENS and Design	United States	1,509,149 10/18/1988
V-CANN	United States	1,646,480 5/28/1991
STYLUS and Design	United States	1,711,473 9/1/1992
S and Design	United States	1,720,077 9/29/1992
STYLUS	United States	1,762,013 3/30/1993
EYE GARTER	United States	1,776,381 6/15/1993
SHARPTOME	United States	1,788,836 8/17/1993

MARK	COUNTRY	REG # REG DATE
FLAP PAK	United States	1,821,177 2/15/1994
SHARP-PAK	United States	1,851,072 8/23/1994
SMALLSTITCH	United States	1,856,678 10/4/1994
PRACTICERAT	United States	1,928,251 10/17/1995
PGA	United States	2,124,566 12/23/1997
ULTRA GLIDE	United States	2,293,488 11/16/1999
STYLUS	Austria	145685 1/27/1993
SHARPOINT	Benelux	362328 5/12/1980
STYLUS	Benelux	523292 11/3/1992
SHARPOINT	Brazil	818140542 10/15/1996
SHARPOINT	Brazil	818140550 8/17/1999
SHARPOINT	Canada	317519 8/22/1986
PROMED and Design*	Canada	281,838 7/29/1983
SHARPOINT	Columbia	126743 11/24/1989
SHARPOINT	Denmark	01915/1981 5/29/1981
STYLUS	Denmark	VR 1993 0216 3/12/1993
SHARPOINT	Finland	6460/84 11/13/1984
STYLUS	Finland	131147 3/7/1994
SHARPOINT	France	1553094 9/29/1989
STYLUS	France	92/440215 11/3/1992
SHARP-PAK	Germany	2,907,429 6/6/1995
SHARPOINT and Design	Germany	1,002,034 5/14/1980

MARK	COUNTRY	REG # REG DATE
SHARPTOME	Germany	2,050,231 11/23/1993
STYLUS	Germany	2,078,472 9/21/1994
STYLUS	Greece	112977 9/19/1995
SHARPOINT	India	471411B 11/29/1996
SHARPOINT and Design	India	524369B 2/13/1990
SHARPOINT	Italy	376499 11/6/1985
SHARPOINT and Design	Italy	376500 11/6/1985
SHARPTOME	Italy	644758 11/16/2002
M.E.T.	Italy	409189 3/3/1986
STYLUS	Italy	644704 3/2/1995
SHARP-PAK	Italy	663038 11/24/1995
SHARPOINT	Italy	700155 6/23/1986
SHARPOINT	Japan	1938670 3/27/1987
PROMED*	New Zealand	148,009 5/25/1988
SHARPOINT	Norway	106061 9/16/1980
STYLUS and Design	Norway	164397 9/1/1994
STYLUS	Portugal	286651 7/7/1994
STYLUS	Spain	1729275 7/5/1995
SHARPOINT	Spain	2094474
SHARPOINT	Sweden	204140 1/30/1997
STYLUS	Sweden	255877 2/25/1994

MARK	COUNTRY	REG # REG DATE
SHARPOINT	Switzerland	336673 March 18, 1985
SHARPTOME	Switzerland	402554 8/20/1993
STYLUS	Switzerland	403187 1/4/1993
SHARP-PAK	Switzerland	420304 4/30/1996
SHARPOINT	Taiwan	296833 9/1/1985
STYLUS	United Kingdom	1515433 9/24/1993

* Assigned from Cottrell International to Surgical Specialties. Assignment currently being recorded with respective national patent and trademark offices.

II. TRADEMARK APPLICATIONS

Borrower

None

American Medical

None

Sulzle

None

Manan

None

MARK	COUNTRY	SERIAL # APPL. DATE
VENA-STICK	United States	76/373,461 February 20, 2002
TRAP-LOK	United States	76/333,325 November 1, 2001
TRAP-LOK	Canada	1121850 November 14, 2001

Surgical Specialties

MARK	COUNTRY	SERIAL NO. APPL. DATE
CLEARTRAP	United States	76/247,590 4/27/2001
STERITAC	United States	76/382584 3/18/2002
POLYSYN	United States	76/366338 2/4/2002
POLYSYN FA	United States	76/366336 2/4/2002
ULTRA PLUG	United States	76/333339 11/1/2001
DERMA GLIDE	United States	76/032650 4/21/2000
SHARPTOME	Italy	6099 2002RM 11/8/2002

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

Borrower

None

American Medical

None

Sulzle

None

Manan

TITLE	COUNTRY	REGISTRATION NO. DATE OF CREATION
Manan Product Guide	United States	TXU-393-938 1989

MDT

None

Surgical Specialties

None

II. COPYRIGHT APPLICATIONS

Borrower

None

American Medical

None

Sulzle

None

Manan

None

MDT

None

Surgical Specialties

None

SCHEDULE IV
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY LICENSES

Borrower

None

American Medical

None

Sulzle

1. Agreement, dated March 20, 2003, between Sulzle and Internacional Farmaceutica, SA de C.V. (executed April 17, 2003).

Manan

Letter, dated August 16, 1989, from Lorad Medical Systems, Inc. to Manan.

MDT

1. License Agreement, dated October 2, 2001, between Hatch Medical, L.L.C. and MDT.
2. Agreement, dated June 27, 2001, between Inrad, Inc. and MDT.
3. Purchase Agreement, dated as of August 15, 1996, between James E. Selis, M.D. and MDT.
4. Purchase Agreement, dated as of December 18, 1994, between Steven L. Morganstern, M.D. and MDT.
5. Consulting Agreement, dated November 1, 1996, between Richard Terwilliger and MDT.
6. Agreement, dated August 1, 1990, among Hawk Medical Prototypes, National-Standards Company and Irvin F. Hawkins, M.D.
7. Oral License Agreement between MDT and Bifos pursuant to which Bifos licenses the use of the BioPince technology to MDT and grants MDT the right to use certain manufacturing equipment.

8. Distribution Agreement, dated April 21, 1995, between Mitek Surgical Products, Inc. and MDT.

Surgical Specialties

1. Development and Distribution Agreement, dated as of September 27, 2002, between Liquidmetal Technologies and Surgical Specialties.

2. Distributor Letter Agreement, dated July 1, 2002, between Surgical Specialties and The Armamentarium.

3. Domestic Distributor Agreement, dated October 1, 1993, between Surgical Specialties and Flanagan Instruments, Inc.

4. Distributor Letter Agreement, dated August 14, 2001, between Surgical Specialties and Great Plains Medical.

5. Ophthalmic Letter Agreement, dated September 22, 1998, between Surgical Specialties and I-Med Pharma Inc.

6. Distributor Letter Agreement, dated February 18, 2002, between Surgical Specialties and Precision Lens.

7. Distributor Letter Agreement, dated February 18, 2002, between Surgical Specialties and Specialties of Surgery, Inc.

8. Distributor Letter Agreement, dated December 21, 2000, between Surgical Specialties and Surgimed-MLB.

9. Ophthalmic Letter Agreement, dated June 1, 1998, between Surgical Specialties and Tom Wilson/Wilson Ophthalmic Corporation.

10. Distributor Agreement, dated as of May 22, 2002, between Surgical Specialties and C and E Vision.

11. Distributor Agreement, dated as of March 20, 2002, between Surgical Specialties and Contact Optical Center.

12. Distributor Agreement, dated as of April 3, 2002, between Surgical Specialties and Firestone Optics.

13. Distributor Agreement, dated as of April 3, 2002, between Surgical Specialties and Lensco.

14. Distributor Agreement, dated as of April 3, 2002, between Surgical Specialties and Lensco.

15. Distributor Letter Agreement, dated January 8, 2001, between Surgical Specialties

and OR Specialties, Inc.

16. Distributor Agreement, dated as of April 16, 2002, between Surgical Specialties and Weldco.
17. Distributor Agreement, dated as of February 26, 2002, between Surgical Specialties and Implants Associates.
18. Sharp Specialty Products Letter Agreement, dated February 6, 1995, between Surgical Specialties and Medicos.
19. Domestic Distributor Agreement, dated January 1, 1992, between Surgical Specialties and Microtec, Inc.
20. Distribution Letter Agreement, dated February 28, 2000, between Surgical Specialties and Surgery Center Consultants.
21. Distributor Agreement, dated as of February 1, 2003, between Surgical Specialties and Suture Express.
22. Independent Representative Letter Agreement, effective December 26, 2001, between Surgical Specialties and Andy Bala/ABS Medical, as amended.
23. Independent Representative Letter Agreement, effective January 1, 2002, between Surgical Specialties and Steve Amroian.
24. Independent Representative Letter Agreement, dated April 10, 2002, between Surgical Specialties and Charles E. Ahrens, Inc.
25. Independent Representative Letter Agreement, effective September 14, 2001, between Surgical Specialties and Dave Byars & Associates.
26. Ophthalmic Sales Representative Agreement, dated January 13, 1995, between Surgical Specialties and Rod Huddleston.
27. Independent Representative Letter Agreement, effective September 1, 1999, between Surgical Specialties and Patti Yahn Kingham.
28. Independent Representative Letter Agreement, effective January 1, 2002, between Surgical Specialties and Kelly Miller.
29. Independent Representative Letter Agreement, effective February 20, 2002, between Surgical Specialties and MP Tucker & Associates.
30. Independent Representative Letter Agreement, effective June 1, 2001, between Surgical Specialties and Pinnacle Healthcare Associates.
31. Independent Representative Letter Agreement, effective July 1, 2001, between Surgical Specialties and Andy Rivero.

32. Independent Representative Letter Agreement, effective January 1, 1999, between Surgical Specialties and Gene Romaska.
33. Independent Representative Letter Agreement, dated October 22, 2001, between Surgical Specialties and Ray J. Siemek.
34. Agreement, dated February 28, 2002, between Surgical Specialties and Ray. J. Siemek.
35. Independent Representative Letter Agreement, effective January 1, 2002, between Surgical Specialties and Southwest Opththalmics.
36. Manufacturer's Representative Letter Agreement, effective September 1, 1998, between Surgical Specialties and J. Delaney Consulting.
37. Manufacturers Representation Agreement, effective as of September 1, 1995, between Surgical Specialties (as assignee of Look) and John Ludwig.
38. Independent Representative Letter Agreement, effective May 1, 2000, between Surgical Specialties and John Markey.
39. Independent Representative Letter Agreement, effective June 1, 2002, between Surgical Specialties and Products for Surgery, Inc.
40. Distribution and Sales Agreement, effective July 1, 2000, between Allegiance Healthcare Corporation and Surgical Specialties.
41. Supply Agreement, dated May 30, 2002, between United States Surgical, a division of Tyco Healthcare Group LP, and Surgical Specialties.
42. Distributor Agreement, dated as of June 1, 2002, between Surgical Specialties and Bio Sud Medical Systems s.r.l.
43. International Distributor Agreement, dated July 1, 1993, between Surgical Specialties and Compagnia Italiana Oftalmologica S.r.l.
44. Products Letter Agreement, dated January 20, 2000, between Surgical Specialties and The Critical Assist Group.
45. Letter of Intent, dated November 17, 1994, between Surgical Specialties and DisPomed spol. s.r.o.
46. International Distributor Letter Agreement, dated October 22, 2000, between Surgical Specialties and Domedics AG.
47. International Distributor Letter Agreement, dated April 30, 2002, between Surgical Specialties and Equipsa Equipamientos Sanitarios, SA.

48. Distributor Agreement, dated as of June 1, 2002, between Surgical Specialties and Farmaqui I.C., Ltda.
49. International Distributor Letter Agreement (Look Division), dated January 13, 1997, between Surgical Specialties and FCI Corporation.
50. International Distributor Letter Agreement, dated June 24, 1999, between Surgical Specialties and Fumedica Intertrade AG.
51. Letter of Intent, dated December 7, 1994, between Surgical Specialties and Inami & Co., Ltd.
52. International Distributor Letter Agreement (Sharpoint Division), dated June 24, 1999, between Surgical Specialties and Fumedica Intertrade AG.
53. International Distributor Letter Agreement (Sharpoint Division), dated February 5, 1997, between Surgical Specialties and Laboratorios Multilentes.
54. Distributor Agreement, dated as of July 1, 2002, between Surgical Specialties and Mandarin Opto-Medic Co., Pte., Ltd.
55. International Distributor Letter Agreement, dated October 22, 2000, between Surgical Specialties and Medicals International SARL.
56. Distributor Agreement, dated as of June 1, 2002, between Surgical Specialties and Metkur Dis Ticaret.
57. International Distributor Letter Agreement, dated August 20, 1999, between Surgical Specialties and Mubarak Sons.
58. International Distributor Agreement, dated January 1, 1995, between Surgical Specialties and Rockmed BV.
59. International Distributor Letter Agreement, [undated], between Surgical Specialties and Spectrum Ophthalmic.
60. Products Letter Agreement, dated February 4, 2000, between Surgical Specialties and Surgitech CC.
61. International Distributor Letter Agreement (Look Division), dated December 3, 1998, between Surgical Specialties and TD Medical.
62. Purchase and Quality Agreement, dated May 4, 2001, between Surgical Specialties and Eagle Laboratories.
63. Supply and Distribution Agreement, dated October 22, 1997, between Gunze Limited and Surgical Specialties (as assignee of Lukens Medical Corporation).
64. Supply Agreement, dated June 1, 1996, Surgical Specialties (as assignee of Lukens

Medical Corporation) and Hu-Friedy Manufacturing Co., Inc.

65. Authorized Representative Agreement, dated January 14, 2003, between Pearsalls Limited and Surgical Specialties.

66. Distributor Agreement, dated as of June 1, 2002, between Surgical Specialties and Miju Instruments (Int.).

67. Non-Exclusive License Agreement, dated February 22, 1995, between Alcon Laboratories, Inc. and Surgical Specialties.

68. Patent and Know-How Licensing Agreement, dated August 29, 2001, between Diamatrix Ltd. and Surgical Specialties.

69. License Agreement, dated September 13, 2002, between Dr. Robert Mandelkorn and Surgical Specialties/Surgical Specialties Puerto Rico, Inc.

70. Settlement Agreement, dated as of June 15, 2000, between Genzyme Corporation and Surgical Specialties.

71. Research and Technology Development Agreement, dated September 6, 2002, between MEDVenture Technologies, Inc. and Surgical Specialties.

72. Ophthalmic Representative Agreement, dated March 30, 1992, between Look, Inc. and Dale Knezevich [unless expired.].

73. Representative Agreement, dated November 2, 1990, between Look, Inc. and Dale Knezevich [unless expired.].

74. Manufacturer's Representative Letter Agreement, dated September 1, 1998, between Juleco, Inc. and Surgical Specialties.

75. Manufacturer's Representative Letter Agreement, dated November 29, 1996, between Surgical Specialties and Rich Mayer.

76. Manufacturer's Representative Letter Agreement, [undated] between Look, Inc. and Sandy Ovenstein.

77. Exclusive Distribution Agreement, dated August 31, 1991, between Look, Inc. and _____.

78. Letter of Appointment, dated August 14, 1998 between Mikro Optic, Ltd. And Surgical Specialties.

79. Disposable Office Based Suture Private Label Product Supply Agreement, dated August 2, 2002, between Surgical Specialties and Physician Sales and Service World Medical, Inc.

80. Warehouse Vendor Agreement, dated July 1, 1991, between Surgical Specialties and

National Distribution and Contracting, Inc.

81. Manufacturer's Representation Agreement, dated August 1, 1991 between Look, Inc. and Chuck Hoeffecker.

82. Distribution Agreement, dated April 10, 2002 between OOGP and Surgical Specialties.

83. Letter from Surgical Specialties dated December 11, 2002, certifying that Visatek is a distributor of Sharpoint brand Ophthalmic Knives and Sutures.

84. Letter from Surgical Specialties dated April 18, 2002, certifying that OXYCO GmbH is a distributor of Sharpoint® Look® and Stylus® brand Sutures and Lukens® Bone Wax.

85. Letter from Surgical Specialties dated September 21, 2001, certifying that Nitcho Kogyo Co., Ltd. is as authorized distributor of Sharpoint® brand Microsurgical Products.

86. Letter from Surgical Specialties dated January 31, 2002, certifying that Miju I. Tech, Inc. is an authorized distributor of Stylus Brand Ophthalmic Blades.

87. Letter from Surgical Specialties dated August 28, 2001, certifying that Medicals International is an authorized distributor of Sharpoint Ophthalmic brand products.

88. Letter from Surgical Specialties dated February 4, 2002, certifying that Jiwon Medical Co., Ltd. is an authorized distributor of Sharpoint brand Ophthalmic Knives.

SCHEDULE V
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Names of each Grantor:

American Medical Instruments Holdings, Inc.
American Medical Instruments, Inc.
B.G. Sulzle, Inc.
Manan Medical Products, Inc.
Medical Device Technologies, Inc.
Surgical Specialties Corporation

2. Office location of each Grantor:

Borrower

272 East Deerpath Road
Suite 350
Lake Forest, Illinois 60045

American Medical

8 Ledgewood Boulevard
Dartmouth, Massachusetts 02747

Sulzle

One Needle Lane
Syracuse, New York 13212

Manan

241 west Palatine Road
Wheeling, Illinois 60090

MDT

3600 SW 47th Avenue
Gainsville, Florida 32608

Surgical Specialties

100 Dennis Drive
Reading, Pennsylvania 99606