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TO THE ASSISTANT COMMISSIONER C 102516 SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENT	040 13 Un CUP 1 1116/1E0F.				
1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):	2.				
3. 7 <i>:31-Q</i> 3	4.				
5. 7.	6. 8.				
ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHI					
2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:					
NAME: FIRST PENNSYLVANIA BANK N.A.					
ADDRESS: Centre Square West, 1500 Market Street, Philadelphi	a, PA 19101				
ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? YES	⊠no				
 NATURE OF CONVEYANCE (DOCUMENT): (Submit herewith only one document for recordation—multiple document) 	copies of same Assignment sign	ned by different inventors is one			
☐ASSIGNMENT OF ☐WHOLE ☐PART INTER	EST EXEC. DATE:	March 23, 1989			
☐ORIGINAL ☐FACSIMILE/PHOTOCOPY ☐CHANGE OF NAME ☐VERIFIED TRANSLATION					
SECURITY AGREEMENT					
EXECUTION DATE(S) ON THE DECLARATION IF FILED HERE ASSIGNMENT DIFFER SEE ATTY!)	WITH: (<u>NOTE</u> : IF DATES ON DI	ECLARATION AND			
4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL S]NO			
A. PAT. APP. NO.(S) M# 12 INVENTOR: series code/serial no	B.PATEN NOIS)	1* INVENTOR			
	4645073	HOMAN			
Name & Address of Party to Whom Correspondence Concerning Document Should be Mailed:	6. NUMBEŘ INVOLVED: APPLNS <u>0</u> + PATS <u>6</u> = 1	OTAL = <u>6</u>			
Pillsbury Winthrop LLP	 AMOUNT OF FEE DUE: (C ABOVE TOTAL x \$40 = \$24 				
Intellectual Property Group P.O. Box 10500 McLean, VA 22102	ADOVE TOTAL X \$40 = \$24	.0			
5.5 ATTY DKT:	8. PLEASE CHARGE TO OUR D	DEPOSIT ACCOUNT			
P 291791	NUMBER: 03-3975 UNDER ORDER NO	B306 291791			
MATTER NO. CLIENT REF.		NT NO. MATTER NO.			
 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. 					
The drighter document.					
U X II A X	10. Total number of pages inclucive sheet, attachments and of				
	(do not file dup. Cover sheet)	document 20			
Signature Attorney: Glenn T. Barrett					
Attorney: Glenn T. Barrett Reg. No. 38705	Date: July 31, 2003				
Atty/Sec: GTB/RSP TEL: (703) 905-2011	FAX: (703) 905-2500				
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FILE WITH PTO RETUR 704/2003 ECOOPER 00000229 033975 4645073 FC:8021 40.00 MA					

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4.5 Continued APPL. NO.(S) OR PAT NO.(S).					
A. PAT. APP. NO.(S) series code/serial no	M# +: 48	1ª INVENTOR	B. PATENT NO(S)	M#	1* INVENTOR
SO IOSAGADESCIAI IIO	Philip marks			n 2 1 1401	If not in Item 1
	-		5085641		SARNOFF et al.
			5085642		SARNOFF et al.
	<u> </u>		5092843	ļ	MONROE et al.
			5102393		SARNOFF et al.
			D332489		DALLING et al.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT is made this 23^{RB} day of March, 1989 by SURVIVAL TECHNOLOGY, INC., a Delaware corporation ("Pledgor") having its principal place of business and executive offices at 8101 Glenbrook Road, Bethesda, Maryland 20814 and delivered to FIRST PENNSYLVANIA BANK N.A. ("Lender").

BACKGROUND

- A. Pledgor and Lender have executed a certain Amended and Restated Loan and Security Agreement dated October 31, 1988 (the "Loan Agreement") and related financing agreements providing for certain loans to Pledgor by Lender (the Loan Agreement and all such financing agreements hereinafter referred to as the "Financing Agreements"). As security for certain of Pledgor's obligations and liabilities to Lender pursuant to the Financing Agreements, Pledgor has agreed to grant Lender a lien on the Patent Collateral (as defined herein). Under the Financing Agreements, Lender is entitled to foreclose on or otherwise deal with the Patent Collateral under the terms and conditions set forth therein.
- B. Lender desires to acquire a lien and security interest on the Patent Collateral as security for the Obligations (as defined in the Financing Agreements) and Lender desires to have

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security interest in such Patent Collateral confirmed by a decrement identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing Background deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

In consideration of and pursuant to the terms of the Financing Agreements and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure certain of Pledgor's present and future obligations and liabilities to Lender, Pledgor does hereby grant to Lender a lien and security interest to Lender in (a) all of Pledgor's present and future right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any future patents hereafter existing (hereinafter referred to collectively as the "Patents"); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications and any future patent applications hereafter existing (hereinafter referred to collectively as the "Applications"); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations

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being herein referred to collectively as the "Reissued Patents"); and (iv) all future royalties or other fees paid or payments made Do Pledgor in respect of the Patents, (the Patents, Applications and the Reissued Patents and the Royalties being herein referred to collectively as the "Patent Rights"), and (b) all rights, interests, claims and demands that Pledgor has or may have in profits and damages for past and future infringements of the Patent Rights (such rights, interest, claims and demand being herein called the "Claims") (the Patent Rights and Claims collectively referred to as the "Patent Collateral"); provided, however, that the Patent Collateral shall not include U.S. Patent No. 4,768,568, any U.S. or foreign patents relating to the invention described therein or derivatives thereof or improvements thereto, or any related Patent Rights or Claims. It is understood by the parties hereto that, pursuant to the Loan Agreement, Pledgor is granting Lender a security interest in the Patent Collateral and is not assigning any other legal or equitable interest therein.

2. Pledgor warrants and represents to Lender that to the best of its knowledge without independent investigation, Pledgor is the true and lawful exclusive owner of the Patent Rights as set forth on Schedule A and the interests herein granted; that the Patent Collateral is valid and enforceable; that Pledgor has all requisite corporate power and authority to make the within Patent Security Agreement; that Pledgor has no notice of any suits or actions commenced or threatened against

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reference to the Patent Rights and the interests granted herein; and that all interests granted herein are so granted free from all liens, charges, claims and encumbrances of every kind and character, other than those granted to Lender and those created pursuant to licenses entered into in the ordinary course of Pledgor's business.

Pledgor further covenants that: until all of the Obligations secured by the Patent Collateral have been satisfied in full and except as permitted by Section 6.4(a) of the Loan Agreement, it will (i) not enter into any agreement, including without limitation, license agreements, which are inconsistent with Pledgor's Obligations under this Patent Security Agreement or which are not subject and subordinate to Lender's rights hereunder and (ii) maintain the Patent Collateral in full force and effect and not abandon the Patent Collateral; provided, however, that if Pledgor determines in the exercise of its reasonable business judgment not to maintain or to abandon any individual item or items of Patent Collateral, Pledgor shall give Lender thirty (30) days prior written notice of such intention and if Lender reasonably objects thereto, Pledgor shall maintain and shall not abandon such item or items of Patent Collateral; provided, further that nothing contained herein shall require Pledgor to continue to offer any product or service related to any such Patent Collateral which is not maintained or is abandoned as part of its business activities.

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- 4. So long as this Patent Security Agreement is in affect and so long as Pledgor has not received notice from Lender that an Event of Default has occurred under the Financing Agreements and that Lender has elected to exercise its rights hereunder, and thereafter for the period of time provided in Section 8.2(c) of the Loan Agreement, Pledgor shall continue to have the exclusive right to use the Patent Rights and Lender shall have no right to use the Patent Rights or issue any exclusive or nonexclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Patent Rights to anyone else.
- 5. Pledgor agrees not to sell, assign or further encumber its rights and interests in the Patent Collateral without the prior written consent of Lender, except as permitted under Section 3 above.
- withstanding, if an Event of Default shall occur under the Pinancing Agreements, Pledgor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Financing Agreement, or as permitted by law, in its sole discretion, to foreclose upon or otherwise realize upon the Patent Collateral covered hereby, subject to the provisions of Section 8.2(c) of the Loan Agreement. For such purposes,

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following such Event of Default under the Financing Agreements and upon the expiration of the period set forth in Section 8.2(c) of the Loan Agreement, and to implement Lender's rights hereunder, Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select in its sole discretion, as Pledgor's true and lawful attorney-in-fact with the power to endorse Pledgor's name on, and/or file of record, all assignments, applications, documents, papers and instruments, whether signed by Pledgor or by Lender on Pledgor's behalf, necessary for Lender or its transferees, successors or assigns, to obtain title to and the right to use the Patent Collateral or to grant or issue any exclusive or nonexclusive license under the Patent Collateral to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the Patent Collateral to anyone else. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Patent Security Agreement, and until all Obligations to Lender secured by the Patent Collateral are satisfied in full.

7. (a) Subject to the exercise of its reasonable business judgment, Pledgor shall at its own expense diligently file and prosecute patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent Office, and shall pay or cause to be paid in its customary fashion all fees and disbursements in connection

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the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of Lender.

- (b) Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses incurred by Lender in connection with the preparation of this Patent security Agreement and all other documents relating hereto and the consummation of this transaction, the filing and recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by Pledgor on demand by Lender and until paid, shall be added to the Obligations and as such bear interest in accordance with the terms of the Financing Agreements.
- 8. Pledgor shall have the right to bring suit in its own name to enforce Pledgor's rights in the Patent Collateral, in which event Lender may, if necessary and at Lender's sole option, be joined as a nominal party to such suit if Lender shall be satisfied that it is not thereby incurring any risk of liability by such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

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- 9. This Patent Security Agreement shall be subject to the terms, provisions and conditions set forth in the Financing Agreements. To the extent that this Patent Security Agreement conflicts with the Financing Agreements, the Financing Agreements shall be deemed controlling. No modification or waiver of any provisions set forth herein shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought.
- express condition that upon payment of the Obligations secured by the Patent Collateral or as otherwise required by the Financing Agreements, Lender shall execute and deliver to Pledgor all documents necessary to terminate Lender's interests in the Patent Collateral.
- are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.
- 12. Pledgor hereby acknowledges and agrees that Lender may record this Patent Security Agreement in the United States

 Patent and Trademark Office.

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- This Patent Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 14. This Patent Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Pledgor has executed this Patent Security Agreement, under seal, this day and year first written above.

(Corporate Seal)

SURVIVAL TECHNOLOGY, INC.

Cabot R. Caokui Title: Exec. Vice Pres.

Attest: Title: Secretar

Approved and Accepted:

FIRST PENNSYLVANIA BANK N.A.

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INITED STATES OF AMERICA

STATE OF Maryland

:SS

COUNTY OF Montgomery

on this the As, day of March, 1989, before me personally appeared Cabot R. Caskie, to me known and being duly sworn, deposes and says that he is Executive Vice President of Survival Technology, Inc., the Pledgor corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to this Agreement is such corporate seal; that he executed the foregoing Agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the Agreement is the free and voluntary act of such corporation for the purposes therein contained; and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have set my hand and official seal.

Dhyllis W. Wetherns Notary Public

My Commission Expires:

[Notary Seal]

Mar Committee of State of the 1877

AGUERT SHORT NAME	PATENT/SERIAL NUMBERS
TRP Trainer	3,795,061
Pharmopak	3,713,446
Infantrode	3,888,240
ComboPen - Gun Type	3,712,301
ComboPen - Spring	3,797,489
ComboPen Sheath	3,882,863
Adjustable Cam Assembly	3,792,627
CardioBeeper Design	Des. 237,748
Armpit Electrode	3,792,700
CardioBeeper - Commercial	3,938,507
Dry Electrode	3,911,906
MagniJect	3,811,441
Tip Assembly for Syringe	3,889,673
Finger Grip Device	3,921,633
MagnaJect	3,895,633
ComboPen Spacer	4,031,893
I.V. Shield Assembly	4,116,196
Emergency Stretcher	4,060,079
Safety I.V. Injector	4,031,890
ComboPen - PIston Plug	4,031,893
FingerBeeper	3,870,035
ECS Patient Kit	3,910,260
ECS - Central Station	4,004,577
CardioBeeper Circuitry	RE. 28,519
ComboPen Glass Protector	4,678,461
MARK II	4,226,235
Stabilized Benactyzine	4,220,233
Hydrochloride	4,212,886
B-D SoluJect	4,328,802
Stabilization of 2-PAM Salts	4,305,947
Hydroxalamine	4,292,311
MARK I	4,329,988
Gas Mask Hister	4,433,684
A-Trode	4,408,610
Split Hub Assembly	4,624,393
Bartner By-Pass	4,394,863
StatScan	4,531,527
Quadrivent	4,452,241
Multiple Cartridge Clip	4,518,384
TransparaJect Plastic Hub	A,713,061
MARK II Improvements	4,578,064
Universal Safe Pin	4,484,910
t-PA Injector	4,658,830
t-PA Drug	4,661,469
Wet Dry Automatic	4,689,042
t-PA SOD	4,656,034
ElectroSorber II	06/735,311*
BIOLFIAGOINET IT	00/133/312

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Sick Trainer

Scink Wrap/Snap On Hub

Soutain With Enhancer

Frinting Safe Pin

Enhancer with Combined

Ingredients

t-PA Inhibitor

Disassociation

TASE TARA

Precordial Mode Armpit

Electrode

CardioBeeper III

t-PA Enhancer Profile

Intravenous TARA

* Indicates Serial Number

4,645,384 4,723,937 PATENT & TRADE MARK OFFICE 4,772,585 4,740,686 4,747,839 07/019,564* 4,755,169

COMMISSIONER OF MITERITS

07/054,898*

07/066,732* 4,795,433

07/172,840* 97,172,924* 07/224,417* 07/228,536*

March 24, 1989

PATENT

Charles E. Simon & Company Infosearch Services Prentice Hall Corporate Services Statewide Information Systems

Master Data Center





PRENTICE HALL LEGAL & FINANCIAL SERVICES

September 20, 1990

Comminissioner of Patents Patent and Trademark Office 2021 Jefferson Davis Highway Arlington, VA

Dear Sir:

- Please find attached two releases of patents and trademarks between First Pennsylvania Bank, NA. and Survival Technology, Inc.
- If you have any questions please contact me. Thank you.

Sincerely,

Nora Abdeslem

Research Associate

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090 BR 10/10/90 3795061

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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL (the "Termination") made as of the ______day of September, 1990, by FIRST PENNSYLVANIA BANK N.A., a national banking association, with an office located at Centre Square West, 1500 Market Street, Philadelphia, PA 19101 (the "Lender"), in favor of SURVIVAL TECHNOLOGY, INC., a Delaware corporation, with an address at 8101 Glenbrook Road, Bethesda, MD 20814 (the "Pledgor"):

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Loan and Security Agreement (the "Loan Agreement") dated October 31, 1988 between the Lender and the Pledgor, a certain Patent Security Agreement (the "Patent Security Agreement"), dated March 23rd, 1989, was made by the Pledgor in favor of the Lender to secure the obligations of the Pledgor to the Lender under the Loan Agreement (the "Obligations"), by which Patent Security Agreement the Pledgor granted to the Lender a lien on and security interest in the patent collateral as defined therein and as set forth on Schedule A hereto (the "Patent Collateral"); and

WHEREAS, the Lender has agreed to a termination and a release of said lien on and security interest in said Patent Collateral granted by the Pledgor under said Patent Security Agreement by virtue of the repayment in full of the Obligations, and Pledgor has repaid the Obligations in full;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

l. The Lender agrees to release and terminate and does hereby release and terminate all liens and security interests in all of the Patent Collateral, including, without limitation, the properties of the Pledgor described below and set forth in Schedule A hereto, and including all of the present and future right, title and interest of the Grantor in and to (i) the United States Letters Patent listed below and the inventions described and claimed therein, together with any future patents hereafter existing (collectively, the "Patents"); (ii) the applications for Letters Patent listed below and the inventions described and claimed therein, together with any United States Letters Patent which may be issued upon any of such applications and any future patent applications hereafter existing (collectively, the

"Applications"); (iii) any reissue, extension, division or continuation of the Patents or the Applications (collectively, the "Reissued Patents"); (iv) all future royalties or other fees paid or payments made to the Grantor in respect of the Patents (the Patents, Applications and Reissued Patents and such royalties or other fees being, collectively, the "Patent Rights"); and (v) all rights, interests, claims and demands that the Grantor has or may have in profits and damages for past and future infringements of the Patent Rights.

- 2. The Lender agrees to cancel and terminate and does hereby cancel and terminate the Patent Security Agreement and all rights and obligations thereunder.
- 3. This Termination has been executed and delivered in, and shall be governed by and construed in accordance with the laws of, the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release of Security Interest in Patent Collateral to be duly executed and delivered by a duly authorized officer on the day and year first above written.

FIRST PENNSYLVANIA BANK N.A.

By Christof Doubler



Patert .	Patent/Serial Numbers
TRP Trainer	3,795,061
Infantrode	3,885,240
ComboPen - Spring	3,797,489
ComboPen Sheath	3,882.863
Adjustable Cam Assembly	3,792,627
CardioBeeper Design	Des. 237,748
Armpit Electrode	3,792,700
CardioBeeper - Commercial	3,938,507
Dry Electrode	3,911,906
Magnifect	3,811,441
Tip Assembly for Syringe	3,889.673
Finger Grip Device	3,921,633
MagnaJect	3,895,633
ComboPen Spacer	4,031,893
I.V. Shield Assembly	4,116,196
Emergency Stretcher	4,060,079
Safety I.V. Injector	4,031,890
FingerBeeper	3,870,035
ECS Patient Kit	3,910,260
ECS - Central Station	4,004,577
CardioBeeper Circuitry	RE. 28,519
ComboPen Glass Protector	4,678,461
MARK II	4,226,235
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B.D Solulect	4,328,802
Stabilization of 2-PAM Salts	4,305,947
Hydroxalamine	4,292,311
MARK I	4,329,988
Gas Mask Mister	4,433,684
A.Trode	4,408,610
Split Hub Assembly	4,624,393
Barmer By-Pass	4,394,863
StatScan	4,531,527
Quadrivent	4,452,241
Multiple Cartridge Clip	4,518,384
TransparaJect Plastic Hub	4,713,061
MARK II Improvements	4,578,064
Universal Safe Pin	4,484,910

<u>Patent</u>	Estent Son: - Numbers
СутоВад	4,645,073
t-PA Injector	4,658,830
t-PA Drug	4,661,469
Wet Dry Automatic	4,689,042
t-PA SOD	4,656,034
ElectroSolder 11	4,832.682
Fitment	4,723.937
t-PA Protein with Rox	716,705*
Protein With Amines	4,772,585
Click Trainer	4,740,686
Shrink Wrap Snap On Hub	4,747,839
Protein With Enhancer	07/019,564*
Actuating Safe Pin	4,755,169
Enhancer with Combined Ingredient	s 4,839,170
t-PA Inhibitor Disassociation	RE. 32,919
TASE TARA	4,795,433
Precordial Mode Armpit Electrode	4,862,896
CardioBeeper III	4,889,134
1-PA Enhancer Profile	07/224,417*
Intravenous TARA	07/228,536*
IDMA-I	07/507,756*
Q-Pen	07/380,451*
Q-Pen	07/507,795*
Design for Capture Structure	07/507/894*
Protein Absorption Enhancing Agen	ts 07/019,564°
Q-Pen Basic	07/380,459*
Design for A-I	507,905*
Terminally Sterilized Cartridge	507,850*

[•] Indicates Serial Number

ME5456 RM257

COMMONWEALTH OF PENNSYLVANIA))ss
COUNTY OF PHILADELPHIA	;
on this, the day me with day personally appeared with the personally same with the day with the	being authorized to do nstrument for the purposes
IN WITNESS WHEREOF, Sofficial seal.	I hereunto set my hand and Othur Othur (Notary Public) (SEAL)
	PATRICIA A SCAFIDI, Notary Public City of Philadelphia, Phila, County

RECORDED PATENT AND TRADEMARK OFFICE

SEP 2 0 1990

RECORDED: 07/31/2003