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(Rev. 03/01)  
OMB No. 0651-0027 (exp. 9/31/2002)



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

Tab settings ⇨ ⇨ ⇨ ▼

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

1. Name of conveying party(ies):

WIT IP CORPORATION

12/29/03

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, AS AGENT

Internal Address: SUITE 6400

Street Address: 311 S. WACKER DRIVE

City: CHICAGO State: IL Zip: 60606

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other \_\_\_\_\_

Execution Date: 12/19/2003

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 ATTACHED

B. Patent No.(s) RE37,704;

5,916,195; 5,257,977

Additional numbers attached? ☒ Yes ☐ No

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

Name: Penelope S. Johnson

Internal Address: Katten Muchin Zavis Rosenman

Suite 1600

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 3.41).....\$ 440.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson

Name of Person Signing

Penelope S. Johnson  
Signature

12/23/2003

Date

Total number of pages including cover sheet, attachments, and documents: 9

12/31/2003 ECUOPER 00000184 RE37/04

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:8021

440.00 DP

PATENT  
REEL: 014836 FRAME: 0145

Patent Applications

08/632830

10/340132

09/433952

09/837486

10/011494

10/436804

10/011700

10/136605

**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT, dated as of December 19, 2003, is between **WIT IP CORPORATION**, a Delaware corporation ("Grantor"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, "Grantee") for the benefit of itself, the Lenders and the Swap Counterparties (as defined in the Credit Agreement defined below).

## RECITALS

**WHEREAS**, Grantor owns the Patents, Patent registrations and Patent applications listed on Schedule 1 annexed hereto, and is a party to the Patent licenses listed on Schedule 1 annexed hereto;

**WHEREAS**, ACMI Corporation, a Delaware corporation, as Borrower ("Borrower"), has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, as agent and as lender (together with all other "Lenders" thereunder as defined therein, the "Lenders"), Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc., as Documentation Agent and as a Lender, Harris Trust and Savings Bank, as Syndication Agent and as a Lender, and such other Lenders who from time to time are parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by the Lenders; and

**WHEREAS**, Borrower legally and beneficially owns one hundred percent (100%) of the outstanding capital stock of Grantor; and

**WHEREAS**, Grantor will derive substantial benefit and advantage from the loans and other financial accommodations to Borrower as set forth in the Credit Agreement, and it will be to Grantor's direct interest and economic benefit to assist Borrower in procuring said loans and other financial accommodations from the Grantee and the Lenders; and

**WHEREAS**, pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, Grantee and certain other parties, Grantor has granted to Grantee for the benefit of Agent, Lenders and the Swap Counterparties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Patent registrations, Patent applications and Patent licenses, together with the goodwill of the business symbolized by Grantor's Patents, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of 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 presently existing or hereafter created or acquired:

- (1) each Patent, Patent registration and Patent application, including, without limitation, the Patents, Patent registrations (together with any reissues, divisions, continuations, renewals, extensions or continuations-in-part thereof) and Patent applications referred to in Schedule 1 annexed hereto, and all of the inventions and improvements described and claimed in each Patent, Patent registration and Patent application together with all patentable inventions;
- (2) each Patent license, including without limitation each Patent license listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or Patent registration including, without limitation, the Patents and Patent registrations referred to in Schedule 1 annexed hereto, the Patent registrations issued with respect to the Patent applications referred in Schedule 1 and the Patents licensed under any Patent license.

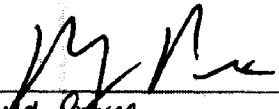
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and 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.

[remainder of this page intentionally left blank;  
signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**GRANTOR:**

**WIT IP CORPORATION**, a Delaware corporation, as Grantor

By:   
Name: David Price  
Title: President

**GRANTEE:**

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

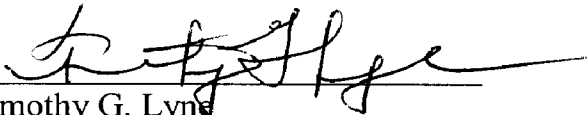
**GRANTOR:**

**WIT IP CORPORATION**, a Delaware corporation, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

By:   
Name: Timothy G. Lyne  
Title: Director

**Schedule 1  
to Patent  
Security Agreement**

**U.S. PATENT REGISTRATIONS**

<b>Description:</b>	<b>Patent No.:</b>	<b>Issue Date:</b>
Christoudias, George C./CTC	1 RE37,704	5/14/02
Internal Catheter	2 5,916,195	6/29/99
Technique for Localized Thermal Treatment of Mammals	3 5,257,977	11/2/93

**FOREIGN PATENT REGISTRATIONS**

<b>Description:</b>	<b>Patent No.:</b>	<b>Issue Date:</b>
Technique for Localized Thermal Treatment of Mammals	449,472	12/6/95
Thermal Treatment Apparatus	672,401	9/25/02
Technique for Localized Thermal Treatment of Mammals	69115096.6	12/6/95
Thermal Treatment Apparatus	672,401	9/25/02
Technique for Localized Thermal Treatment of Mammals	93842	10/31/95
Thermal Treatment Apparatus	120,674	6/20/01
Technique for Localized Thermal Treatment of Mammals	449,472	12/6/95
Thermal Treatment Apparatus	3,255,820	11/30/01
Thermal Treatment Apparatus	3,257,586	12/7/01
Technique for Localized Thermal Treatment of Mammals	3,272,373	1/25/02
Technique for Localized Thermal Treatment of Mammals	449,472	10/2/91
Thermal Treatment Apparatus	672,401	9/25/02

**U.S. PATENT APPLICATIONS**

<b>Description:</b>	<b>Application No.:</b>	<b>File Date:</b>
Thermal Treatment Apparatus	4 08/632,830	April 16, 1999
Urethral Catheter and Guide	5 10/340,132	January 10, 2003
Thermal Treatment Apparatus	6 09/433,952	November 5, 1999
Prostatic Stent with Localized Tissue Engaging Anchoring Means and Methods for Inhibiting Obstruction of the Prostatic Urethra	7 09/837,486	April 18, 2001
Methods for Treating the Prostate and Inhibiting Obstruction of the Prostatic Urethra Using Biodegradable Stents	8 10/011,494	November 13, 2001
Methods for Treating the Prostate and Inhibiting Obstruction of the Prostatic Urethra Using Biodegradable Stents	9 10/436,804	November 13, 2001

**WIT IP Corporation**

Treatment Catheters With Thermally Insulated Regions	10/011,700	November 13, 2001
Low Thermal Resistance Elastic Sleeves for Medical Device Balloons	10/136,605	May 1, 2002

### FOREIGN PATENT APPLICATIONS

<u>Description:</u>	<u>Application No.:</u>	<u>File Date:</u>
Catheters w/Suction Capability and Related Methods and Systems for Obtaining Biosamples in Vivo	PCT/US02/3354	9/25/02
Combination Treatment Catheters and Post Treatment Stents	PCT/US02/38641	12/6/02
Low Thermal Resistance Elastic Sleeves for Medical Device Balloons	PCT/US02/13586	5/2/02
Methods for Treating Prostatitis	PCT/US02/24221	7/24/02
Methods for Treating the Prostate and Inhibiting Obstruction of the Prostatic Urethra Using Biodegradable Stents	PCT/US01/47789	11/13/01
Methods for Treating the Prostate and Inhibiting Obstruction of the Prostatic Urethra Using Biodegradable Stents	101 96 866.3	11/13/01
Methods for Treating the Prostate and Inhibiting Obstruction of the Prostatic Urethra Using Biodegradable Stents	2002-558913	5/9/03
Modular Thermal Treatment Systems with Single-Use Disposable Catheter Assemblies and Related Methods	PCT/US02/39758	12/20/02
Endoscope Shaft with Slotted Tube	2412774	5/15/01
Endoscope Shaft with Superelastic Spiral Frame and Braid	1937379.4	12/23/02
Field Alterable Medical Imaging Technology	2002-506660	5/15/01
Flexible Ureteropyeloscope	95103189.7	3/6/95
Fluid Delivery System for Use with a Surgical Pumping Unit	95103189.7	3/6/95
Low Thermal Resistance Elastic Sleeves for Medical Device Balloons	95103189.7	3/6/95
Medical Device with Improved Power Plug Connection	97106282.3	4/16/97
Thermal Treatment Systems with Enhanced Tissue Penetration Depth Using Adjustable Treatment Pressures and Related Methods	PCT/US02/28688	9/9/02
Treatment Catheters with Thermally Insulated Regions	PCT/US01/47793	11/13/01
Treatment Catheters with Thermally Insulated Regions	10196865.5	11/13/01

WIT IP Corporation



Treatment Catheters with Thermally Insulated Regions	2002-558914	5/9/03
Urethral Catheter and Guide	11-20563	1/28/99
Urethral Catheter and Guide	99101640.3	2/4/99

PATENT LICENSES

<u>Name of Agreement:</u>	<u>Parties:</u>	<u>Date of Agreement:</u>
None		

WIT IP Corporation

324700.02-Los Angeles Server 1A - MSW

RECORDED: 12/29/2003

PATENT  
REEL: 014836 FRAME: 0153