

07-26-2004

SHEET

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Tab settings



To the Honorable Commissione.

102799016

the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**WIT IP CORPORATION**

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

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address: \_\_\_\_\_

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Street Address: 311 South Wacker Drive, Suite 4400

City: Chicago State: IL ZIP: 60606

Execution Date: July 15, 2004

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 \_\_\_\_\_

A. Patent Application No.(s)  
10/788,735 10/763,856

B. Patent No.(s)  
- NONE -

Additional numbers attached? Yes  No

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

Name: Rebecca L. Ramstrom

Internal Address: Katten Muchin Zavis Rosenman

Street Address: 525 West Monroe Street  
Suite 1800

City: Chicago State: IL 60661

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41) ..... \$80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

07/27/2004 LMUELLER 00000029 10788735

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01-FC-0021 80.00 DP

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 the original document.*

Rebecca L. Ramstrom  
Name of Person

*Rebecca L. Ramstrom*  
Signature

July 20, 2004  
Date

Total number of pages including cover sheet, attachments, and document: 7

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

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 15, 2004, 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 December 19, 2003 (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 December 19, 2003 (as the same has been amended pursuant to that certain First Amendment to Security Agreement dated as of April 20, 2004 and that certain Second Amendment to Security Agreement dated as of even date herewith and hereafter 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 J. Pierce  
Title: Treasurer

**GRANTEE:**

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent for the benefit of  
Agent, Lenders and the Swap Counterparties

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Director

**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.

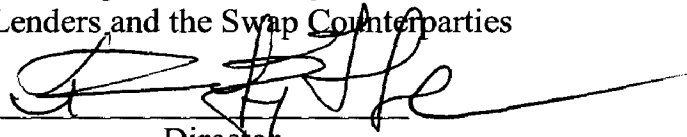
**GRANTOR:**

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

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

**GRANTEE:**

**ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent for the benefit of Agent, Lenders and the Swap Counterparties

By:  \_\_\_\_\_  
Title: \_\_\_\_\_ Director

**Schedule 1  
to Patent  
Security Agreement**

U.S. PATENT REGISTRATIONS

<u>Name of Registered Owner:</u>	<u>Description:</u>	<u>Patent No.:</u>	<u>Issue Date:</u>

FOREIGN PATENT REGISTRATIONS

<u>Name of Registered Owner:</u>	<u>Description:</u>	<u>Country:</u>	<u>Patent No.:</u>	<u>Issue Date:</u>

U.S. PATENT APPLICATIONS

<u>Name of Registered Owner:</u>	<u>Description:</u>	<u>Application No.:</u>	<u>File Date:</u>
WIT IP	Low Thermal Resistance Elastic Sleeves for Medical Device Balloons		June 29, 2004
WIT IP	Catheters with Suction Capability and Related Methods and Systems for Obtaining Bio Samples in Vivo		April 19, 2004
WIT IP	Thermal Treatment Systems with Enhanced Tissue Penetration Depth Using Adjustable Treatment Pressures and Related Methods	10/788,735	February 26, 2004
WIT IP	Methods for Treating Prostatitis	10/763,856	January 22, 2004

FOREIGN PATENT APPLICATIONS

<u>Name of Registered Owner:</u>	<u>Description:</u>	<u>Country:</u>	<u>Application No.:</u>	<u>File Date:</u>
WIT IP	Catheters w/Suction Capability and Related Methods and Systems for Obtaining Biosamples in Vivo	EU	02773564.6	September 25, 2002

WIT IP	Combination Treatment Catheters and Post Treatment Stents	EU	02790000.0	December 6, 2002
WIT IP	Modular Thermal Treatment Systems with Single-Use Disposable Catheter Assemblies and Related Methods	Germany		June 18, 2004

PATENT LICENSES

<u>Name of Agreement:</u>	<u>Parties:</u>	<u>Date of Agreement:</u>