

DOCKET NO.: M0867.70008US00

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FORM PTO-1595 U.S.  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

102960868

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Commissioner for Patents : Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fleet National Bank

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

3. Nature of conveyance:

☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other: Cancellation of Security Agreement

Execution Date: February 22, 2005

2. Name and address of receiving party(ies)

Name: MDI Instruments, Inc.

Street Address: 338 Main Street  
Chester, NJ 07930Additional name(s) & addresses(es) attached? ☐ Yes ☒ NoRECEIVED  
CENTRAL FAX CENTER  
MAR 10 2005

4. Patent number: 5,699,809

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence  
Concerning document should be mailed:Name: Randy J. Pritzker  
Address: Wolf, Greenfield & Sacks, P.C.  
600 Atlantic Avenue  
Boston, MA 02210-2206

6. Total number of patents involved: [1]

7. Total fee (37 CFR 3.41)

\$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit accountThe Commissioner is authorized to charge any  
deficiencies in the enclosed payment to:

8. Deposit Account No: 23/2825

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.

Melissa A. Beede

March 10, 2005

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [40]

Mail documents to be recorded with required cover sheet information to (modify as appropriate):

Mail Stop Assignment Recordation Services  
Director - U.S. Patent and Trademark Office  
PO Box 1450, Alexandria, VA 22313-1450

03/16/2005 6TON11 00000098 232825 5699809

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PAGE 2/41 \* RCVD AT 3/10/2005 3:41:00 PM [Eastern Standard Time] \* SVR:USPTO-EFXRF-1/3 \* DNIS:8729306 \* CSID:617 720 2441 \* DURATION (mm-ss):12-08

PATENT  
REEL: 016353 FRAME: 0840

EXHIBIT 1SECURITY AGREEMENT

## MDI INSTRUMENTS, INC.

This SECURITY AGREEMENT dated as of October 16, 1997 by and between MDI INSTRUMENTS, INC., a Delaware corporation, (the "Borrower"), and FLEET NATIONAL BANK, a national banking association (the "Bank"), as parties to that certain Revolving Credit Agreement dated as of October 16, 1997 between the Borrower and the Bank, as the same may be amended, restated, modified or supplemented from time to time (such agreement, as in effect from time to time, the "Credit Agreement"). Capitalized terms which are used herein without definition and which are defined in the Credit Agreement shall have the same meanings herein as in the Credit Agreement.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Bank has made, and will make, Loans to the Borrower on the terms set forth therein; and

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that the Borrower and the Bank execute this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**§1. GRANT OF SECURITY INTEREST.** To secure the due and prompt payment and performance by the Borrower of the Obligations (as defined below), the Borrower hereby pledges, assigns and grants to the Bank a continuing security interest in and lien on all properties, assets and rights of the Borrower of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof, including, without limitation, all goods, accounts (including all accounts receivable), contract rights, rights to the payment of money (including tax refund claims, insurance proceeds and tort claims), chattel paper, documents, instruments, general intangibles, securities (together with all income therefrom, increases thereunder and proceeds thereof), patents, trademarks, tradenames, copyrights, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Borrower possesses, uses or has authority to possess or use, property (whether tangible or intangible) of others or which others possess, use or have authority to possess or use property (whether tangible or

BOS-BUS 422261 4

PATENT

REEL: 8753 FRAME: 0828

PAGE 6/41 \* RCVD AT 3/10/2005 3:41:00 PM [Eastern Standard Time] \* SVR:USPTO-EFXXRF-1/3 \* DNIS:8729306 \* CSID:617 720 2441 \* DURATION (mm:ss):12-08

PATENT  
REEL: 016353 FRAME: 0841

-2-

intangible) of the Borrower and all recorded data of any kind or nature, regardless of the medium of recording, including, without limitation, all software writings, plans and schematics, books and records, equipment, furniture, fixtures, leases and all related equipment, parts and accessories, and all inventory and all other capital assets, raw materials, work in progress and all substitutions and replacements thereof but in no event including property which is the subject of a capital lease by the Borrower from a third party lessor (all such properties, assets and rights hereinafter sometimes called, collectively, the "Collateral"). The Borrower acknowledges and agrees that, in applying the law of any jurisdiction that has now enacted or hereafter enacts all or substantially all of the uniform revision of Article 8 of the Uniform Commercial Code, with new provisions added to Article 9 contemplated by such revision, all as approved in 1994 by the American Law Institute and the National Conference of Commissioners on Uniform State Laws, the foregoing description of Collateral shall be deemed to include "investment property" as defined in such new provisions of Article 9, it being the intention of the Borrower that such property be included in the foregoing description of Collateral, whether prior to or after the effectiveness of such revision in such jurisdiction.

**§2. OBLIGATIONS SECURED.** The Collateral hereunder constitutes and will constitute continuing security for all of the indebtedness, obligations and liabilities of the Borrower to the Bank and any lender who becomes a participant in or holder of any of the obligations under the Credit Agreement and the other Loan Documents, in each case as such instrument is originally executed on the date hereof or as modified, amended, restated, supplemented or extended hereafter, whether such obligations are now existing or hereafter arising, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise, and all obligations of the Borrower to the Bank arising out of any extension, refinancing or refunding of any of the foregoing obligations (collectively, the "Obligations").

**§3. PRO RATA SECURITY; APPLICATION OF PROCEEDS OF COLLATERAL.** All amounts owing with respect to the Obligations shall be secured pro rata by the Collateral without distinction as to whether some Obligations are then due and payable and other Obligations are not then due and payable. Upon any realization upon the Collateral by the Bank, whether by receipt of insurance proceeds pursuant to §4(f) hereof or upon foreclosure and sale of all or part of the Collateral pursuant to §8 hereof or otherwise, the Borrower and the Bank agree that the proceeds thereof shall be applied (i) first, to the payment of expenses incurred with respect to maintenance and protection of the Collateral pursuant to §9 hereof and of expenses incurred pursuant to §12 hereof with respect to the sale of or realization upon any of

ROS-BUS:422261.4

PATENT  
REEL: 8753 FRAME: 0329

-3-

the Collateral or the perfection, enforcement or protection of the rights of the Bank (including reasonable attorneys' fees and expenses of every kind, including, without limitation, reasonable allocated costs of staff counsel), (ii) ~~second~~ to all amounts of interest, expenses and fees outstanding which constitute the Obligations; (iii) ~~third~~, to all amounts of principal outstanding under the Obligations; (iv) ~~fourth~~, any proceeds remaining after the repayment of all of the Obligations to be paid over to the Borrower or such other person or persons as may be entitled thereto. The Borrower shall remain liable for any deficiency remaining unpaid after the application of proceeds in accordance with the foregoing provisions. The Borrower agrees that all amounts received with respect to any of the Obligations, whether by realization on the Collateral or otherwise, shall be applied to the payment of the Obligations in accordance with the provisions of this §3.

**§4. REPRESENTATIONS AND COVENANTS OF THE BORROWER.**

(a) Real Property. The Borrower represents to the Bank that the real property listed on Schedule 1 hereto constitutes all of the real property which the Borrower owns or leases. The Borrower agrees to notify the Bank of any other real property which the Borrower may hereafter acquire or lease.

(b) Patents, Trademarks, Copyrights. The Borrower represents to the Bank that as of the date hereof, except as set forth on Schedule 2 hereto, it has no right, title or interest in any tradename, patent, trademark registrations, copyright registrations or service mark registrations, or in any pending applications for the same and agrees promptly to furnish to the Bank written notice of each such tradename, patent, trademark, copyright or service mark registrations, or any applications for same, in which it may hereafter acquire any right, title or interest. The Borrower shall, on request by the Bank, execute, acknowledge and deliver all such documents and instruments as the Bank may reasonably require to confirm the Bank's security interest in and to any such tradename, patent, trademark or service mark registrations, or application for the same as part of such Collateral hereunder and appoints the Bank as the Borrower's attorney-in-fact to execute and file the same.

(c) Location of Chief Executive Offices; Tax Identification Numbers. The Borrower represents that the location of its chief executive office and the location where its books and records are kept is at 600 West Cummings Park, Woburn, Massachusetts 01801. The Borrower represents to the Bank that the federal tax

ROS-BUS:432261.1

PATENT  
REEL: 8753 FRAME: 0330

-4-

identification number of the Borrower is 04-2652594. The Borrower further represents that Schedule 3 hereto is a true and correct list of all localities where property comprising a part of the Collateral is located. The Borrower agrees that it will not, without thirty (30) days prior notice to the Bank change its name, federal tax identification number or the location of its chief executive office or the location where its books and records are kept.

(d) **Ownership of Collateral.**

(i) The Borrower represents that it is the owner of the Collateral free from any adverse lien, security interest or encumbrance, except as expressly permitted by the Credit Agreement.

(ii) Except for the security interests herein granted and except as expressly permitted by §7.2(b) of the Credit Agreement, the Borrower shall be the owner of the Collateral free of any liens or other encumbrances, and the Borrower shall defend the same against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the Bank. Except as otherwise expressly permitted by the Credit Agreement, the Borrower shall not pledge, mortgage or create or suffer to exist a security interest in the Collateral in favor of any person other than the Bank.

(e) **Sale or Disposition of Collateral.** Without the prior consent of the Bank, the Borrower will not sell or offer to sell or otherwise transfer the Collateral, any portion thereof, or any interest therein except for sales of inventory in the ordinary course of business and except as expressly permitted by the Credit Agreement.

(f) **Insurance.** The Borrower shall have and maintain at all times with respect to the Collateral such insurance as is required by the Credit Agreement, such insurance to be payable to the Bank and to the Borrower as their interests may appear. All policies of insurance shall provide for a minimum of thirty (30) days' prior written cancellation notice to the Bank. In the event of failure to provide and maintain insurance as herein provided, the Bank may, at its option, provide such insurance, and the Borrower hereby promises to pay to the Bank on demand the amount of any reasonable disbursements made by the Bank for such purpose. The Borrower shall furnish to the Bank certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions. During the continuance of an Event of Default, the Bank may act as attorney for the Borrower in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts and any amounts

BOS-BUS-42261-4

PATENT

REEL : 8753 FRAME: 0331

PAGE 9/41 \* RCVD AT 3/10/2005 3:41:00 PM [Eastern Standard Time] \* SVR:USPTO-EFXRF-1/3 \* DNIS:8729306 \* CSID:617 720 2441 \* DURATION (mm-ss):12-08

PATENT  
REEL: 016353 FRAME: 0844

-5-

collected or received under any such policies shall be applied by the Bank to the Obligations in accordance with the provisions of §3 hereof, or at the option of the Bank, the same may be released to the Borrower, but such application or release shall not cure or waive any default hereunder and no amount so released shall be deemed a payment on any Obligation secured hereby.

(g) Maintenance of Collateral. The Borrower will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon. The Bank may inspect the Collateral upon reasonable notice at any reasonable time, wherever located. Except as otherwise provided in the Credit Agreement, the Borrower will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement. During the continuance of an Event of Default, in its discretion, the Bank may discharge taxes and other encumbrances at any time levied or placed on the Collateral, which remain unpaid in violation of the Credit Agreement, make repairs thereof and pay any necessary filing fees. The Borrower agrees to reimburse the Bank on demand for any and all expenditures so made, and until paid, the amount thereof shall be a debt secured by the Collateral. The Bank shall have no obligation to the Borrower to make any such expenditures, nor shall the making thereof relieve the Borrower of any default.

(h) Creation and Perfection of Lien. The Borrower represents and warrants to the Bank and covenants with the Bank that this Agreement creates a valid security interest in the Collateral as security for the payment and performance of the Obligations. Upon the filing of UCC-1 financing statements in the form attached hereto as Exhibit A (the "*Financing Statements*") under the Uniform Commercial Code as the same may be in effect from time to time in the Commonwealth of Massachusetts (the "*UCC*"), naming the Borrower as debtor and the Bank as secured party, all filings, assignments, pledges and deposits of documents or instruments will have been made and all other actions will have been taken that are necessary or advisable, under applicable law, to establish and perfect the Bank's security interest in such of the Collateral as to which a security interest may be perfected by filing under the UCC, and such security interest shall remain prior to all other liens, except as contemplated by the Credit Agreement. No further filings, recordings or other actions are or will be necessary to maintain the priority of such security interest other than the filing of UCC continuation statements within six months prior to the expiration of a period of five years after the

BOS-BUS:422261.1

PATENT  
REF: 8753 FRAME: 0332

-7-

Confirmatory Assignment with respect thereto. The Borrower hereby irrevocably authorizes the Bank, or its designee, at the Borrower's expense, to file with the United States government (or the appropriate agency or instrumentality thereof) a notice of each assignment of a Government Receivable substantially in the form of Exhibit C attached hereto (a "Notice of Assignment"), to which a copy of the relevant Confirmatory Assignment may be attached, and appoints the Bank as the Borrower's attorney-in-fact to execute and file any such Confirmatory Assignments, Notices of Assignment and any ancillary documents relating thereto.

(l) Securities. The Borrower agrees that it shall forthwith deliver and pledge to the Bank hereunder all certificates representing securities which it shall acquire (except for its own treasury stock), whether by purchase, stock dividend, distribution of capital or otherwise, along with stock powers or other appropriate instruments of assignment with respect thereto, duly executed in blank.

(m) Cooperation. The Borrower agrees, after the occurrence of an Event of Default, to take any actions that the Bank may reasonably request in order to enable the Bank to obtain and enjoy the full rights and benefits granted to the Bank by the Credit Agreement in the Loan Documents. The Borrower further consents to the transfer of control or assignment of all or any portion of the Collateral to a receiver, trustee, transferee, or similar official or to any purchaser of the Collateral pursuant to any public or private sale, judicial sale, foreclosure or exercise of other remedies available to the Bank as permitted by the Loan Documents, applicable law or otherwise.

(n) Further Assurances By the Borrower. The Borrower agrees to execute and deliver to the Bank from time to time at its reasonable request all documents and instruments, including financing statements, supplemental security agreements, notices of assignments under the United States Assignment of Claims Act and under similar or local statutes and regulations, and to take all action as the Bank may reasonably deem necessary or proper to perfect or otherwise protect the security interest and lien created hereby.

#### §5. POWER OF ATTORNEY.

(a) The Borrower acknowledges the Bank's right, to the extent permitted by applicable law, singly to execute and file financing or continuation statements and similar notices required by

BOS-BUS:422261.4

PATENT  
REEL: 8753 FRAME: 0334

-8-

applicable law, and amendments thereto, concerning the Collateral without execution by the Borrower. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) The Borrower hereby irrevocably appoints the Bank as the Borrower's attorney-in-fact, effective upon the occurrence of an Event of Default (as defined herein), and at all times during the continuance thereof, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise, to take any action and to execute any instrument which the Bank may deem necessary or advisable to accomplish the purpose of this Agreement, including, without limitation, the power and right (i) to endorse the Borrower's name on any checks, notes, acceptances, money orders, drafts, filings or other forms of payment or security that may come into the Bank's possession, and (ii) to do all other things which the Bank then determines to be reasonably necessary to carry out the terms of this Agreement. The Borrower ratifies and approves all acts of such attorney-in-fact. The power conferred on the Bank hereunder is solely to protect the Bank's interests in the Collateral and shall not impose any duty upon the Bank to exercise such power.

#### **§6. SECURITIES AS COLLATERAL.**

(a) Upon the occurrence and during the continuance of an Event of Default, the Bank may at any time, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. If the Bank so elects to exercise its right herein and gives notice of such election to the Borrower, upon the occurrence and during the continuance of an Event of Default to the extent permitted under applicable law, the Bank may vote any or all of the securities constituting Collateral possessing voting rights (whether or not the same shall have been transferred into its name or the name of its nominee or nominees) and give all consents, waivers and ratifications in respect of the securities constituting Collateral and otherwise act with respect thereto as though it were the outright owner thereof, the Borrower hereby irrevocably constitutes and appoints the Bank the proxy and attorney-in-fact of the Borrower, with full power of substitution, to do so. So long as no Event of Default is continuing, the Borrower shall be entitled to receive all cash dividends paid in respect of the securities of which the Borrower is the registered owner, to vote such securities and to give consents, waivers and

BOS-HUS:422261.4

PATENT  
REEL: 8753 FRAME: 0335



-9-

ratifications in respect of such securities, provided that no vote shall be cast, or consent, waiver or ratification given or action taken which would be inconsistent with or violate any provisions of any of the Loan Documents or this Agreement.

(b) Any sums paid upon or with respect to any of the securities upon the liquidation or dissolution of the issuer thereof shall be paid over to the Bank to be held by it as security for the Obligations; and in case any distribution of capital shall be made on or in respect of any of the securities or any property shall be distributed upon or with respect to any of the securities pursuant to the recapitalization or reclassification of the capital of the issuer thereof or pursuant to the reorganization thereof, the property so distributed shall be delivered to the Bank to be held by it as security for the Obligations. All sums of money and property paid or distributed in respect of the securities upon such a liquidation, dissolution, recapitalization or reclassification which are received by the Borrower shall, until paid or delivered to the Bank, be held in trust for the Bank as security for the Obligations.

**57. ACCOUNTS RECEIVABLE** Until the Bank requests (after the occurrence of an Event of Default) that debtors on accounts receivable of the Borrower or obligors on accounts, chattel paper or general intangibles of the Borrower or obligors on instruments for which a Borrower is an obligee or lessees or conditional vendees under agreements governing the leasing or selling by conditional sale of Collateral by the Borrower, be notified of the Bank's security interest, the Borrower shall continue to collect payment thereof. Upon the making of such a request by the Bank (after the occurrence and during the continuance of an Event of Default), the Borrower shall hold the proceeds received from collection as trustee for the Bank and shall turn the same over to the Bank, or to such other bank as may be approved by the Bank, immediately upon receipt in the identical form received. At the request of the Bank (after the occurrence and during the continuance of an Event of Default), the Borrower shall so notify such account debtors and obligors that payment thereof is to be made directly to the Bank, and the Bank may itself after the occurrence and during the continuance of an Event of Default, at any time, without notice to or demand upon the Borrower, so notify such account debtors and obligors. The making of such a request or the giving of any such notification shall not affect the duties of the Borrower described above with respect to proceeds of collection of accounts receivable received by the Borrower. The Bank shall apply the proceeds of such collection received by the Bank to the Obligations in accordance with §3 of this Agreement. The application of the proceeds of such collection shall be conditional upon final payment in cash or solvent credits of the items giving

BOS-BUS:422261.4

PATENT

REEL: 8753 FRAME: 0336

-10-

use to them. If any item is not so paid, the Bank in its discretion, whether or not the item is returned, may either reverse any credit given for the item or charge it to any deposit account maintained by the Borrower with the Bank. The Borrower shall endorse, assign and deliver to the Bank, all of its promissory notes and other instruments (as defined in the UCC) together with instruments of transfer or assignment duly executed in blank or as the Bank may specify.

### **§8. EVENTS OF DEFAULT; REMEDIES.**

(a) Upon the occurrence and during the continuance of an Event of Default, whether or not the Obligations are due, the Bank may demand, sue for, collect, or make any settlement or compromise it deems desirable with respect to the Collateral.

(b) An "Event of Default" hereunder shall mean (i) that a representation, warranty or certification made by the Borrower in this Agreement or in any document executed or delivered from time to time relating to this Agreement is materially untrue, misleading or incomplete in its recital of any facts at the time as of which such representation, warranty or certification, as the case may be, is made or (ii) any Event of Default, as that term is defined in any of the Loan Documents, whether or not any acceleration of the maturity of the amounts due in respect of any of the Obligations shall have occurred.

(c) Upon the occurrence and during the continuance of an Event of Default, to the fullest extent permitted by applicable law, in addition to the remedies set forth elsewhere in this Agreement:

(i) The Bank shall have, in addition to all other rights and remedies given it by any instrument or other agreement evidencing, or executed and delivered in connection with, any of the Obligations and otherwise allowed by law, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located and without limiting the generality of the foregoing, the Bank may immediately, without (to the fullest extent permitted by law) demand of performance or advertisement or notice of intention to sell or of time or place of sale or of redemption or other notice or demand whatsoever, (except that the Bank shall give to the Borrower at least ten days' notice of the time and place of any proposed sale or other disposition), all of which are hereby expressly waived to the fullest extent permitted by law, sell at public or private sale or otherwise realize upon, in the City of Boston, Massachusetts, or elsewhere, the whole or from time to time any part of the Collateral in or upon which the Bank shall have a security

BOS-BUS-422261.4

PATENT

REEL: 8753 FRAME: 0337

-11-

interest or lien hereunder, or any interest which the Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for legal services, including, without limitation, reasonable allocated costs of staff counsel) as provided in §12 hereof, shall apply the residue of such proceeds toward the payment of the Obligations in accordance with §3 of this Security Agreement, the Borrower remaining liable for any deficiency remaining unpaid after such application. If notice of any sale or other disposition is required by law to be given to the Borrower, the Borrower and the Bank hereby agree that a notice given as hereinbefore provided shall be reasonable notice of such sale or other disposition. The Borrower also agrees to assemble the Collateral at such place or places as the Bank reasonably designates by written notice. At any such sale or other disposition the Bank may itself, and any other person or entity owed any Obligation may itself, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Borrower, which right is hereby waived and released to the fullest extent permitted by law.

(ii) Furthermore, without limiting the generality of any of the rights and remedies conferred upon the Bank under §8(c)(i) hereof, the Bank to the fullest extent permitted by law, may enter upon the premises of the Borrower, exclude the Borrower or any guarantor therefrom and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court therefor, using all necessary force to do so, and may, at its option, use, operate, manage and control the Collateral in any lawful manner and may collect and receive all rents, income, revenue, earnings, issues and profits therefrom, and may maintain, repair, renovate, alter or remove the Collateral as the Bank may determine in its discretion, and any such monies so collected or received by the Bank shall be applied to, or may be accumulated for application upon, the Obligations in accordance with §3 of this Agreement.

(iii) The Bank agrees that it will give notice to the Borrower of any enforcement action taken by it pursuant to this §8 promptly after commencing such action.

(iv) The Borrower recognizes that the Bank may be unable to effect a public sale of securities constituting Collateral by reason of certain prohibitions contained in the Securities Act and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers consistent with all applicable laws. The Borrower agrees that any such private sales may be at prices and other

BOS-BUS-422261.4

PATENT  
REEL 8753 FRAME 0338

-12-

terms less favorable to the Borrower than if sold at public sales and that such private sales shall not solely by reason thereof be deemed not to have been made in a commercially reasonable manner. The Bank shall be under no obligation to delay a sale of any of the securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act of 1933, as amended, even if the issuer would agree to do so.

**§9. MARSHALLING.** The Bank shall not be required to marshal any present or future security for (including but not limited to this Agreement and the Collateral subject to the security interest created hereby), or guarantees of, the Obligations or any of them, or to resort to such security or guarantees in any particular order; and all of its rights hereunder and in respect of such securities and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Borrower hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Bank's rights under this Agreement or under any other instrument evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may do so the Borrower hereby irrevocably waives the benefits of all such laws. Except as otherwise provided by applicable law, the Bank shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the sole custody thereof.

**§10. BORROWER'S OBLIGATIONS NOT AFFECTED.** To the extent permitted by law, the obligations of the Borrower under this Security Agreement shall remain in full force and effect without regard to, and shall not be impaired by (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Borrower, to the extent permitted by law; (b) any exercise or nonexercise, or any waiver by the Bank of any right, remedy, power or privilege under or in respect of any of the Obligations or any security therefor (including this Agreement); (c) any amendment to or modification of any instrument evidencing any of the Obligations or pursuant to which any of them were issued; (d) any amendment to or modification of any instrument or agreement (other than this Agreement) securing any of the Obligations; or (e) the taking of additional security for or any guaranty of any of the Obligations or the release or discharge or termination of any security or guaranty for any of the Obligations; and whether or not the Borrower shall have notice or knowledge of any of the foregoing.

BOS-BUS:422261.4

PATENT  
REEL: 8753 FRAME: 0339

-13-

**§11. NO WAIVER.** No failure on the part of the Bank to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Bank of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to the Bank or the future holders of any of the Obligations or allowed to any of them by law or other agreement, including, without limitation, each of the Loan Documents, shall be cumulative and not exclusive of any other, and, subject to the provisions of this Agreement, may be exercised by the Bank or the future holders of any of the Obligations from time to time.

**§12. EXPENSES.** The Borrower agrees to pay, on demand, all reasonable costs and expenses (including reasonable attorneys' fees and expenses for legal services of every kind, including, without limitation, reasonable allocated costs of staff counsel) of the Bank incidental to the sale of, or realization upon, any of the Collateral or in any way relating to the perfection, enforcement or protection of the rights of the Bank hereunder; and the Bank may at any time apply to the payment of all such costs and expenses all monies of the Borrower or other proceeds arising from its possession or disposition of all or any portion of the Collateral.

**§13. CONSENTS, AMENDMENTS, WAIVERS.** Any term of this Agreement may be amended, and the performance or observance by the Borrower of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only in accordance with the terms of §10 of the Credit Agreement all of which are incorporated herein by reference.

**§14. GOVERNING LAW.** Except as otherwise required by the laws of any jurisdiction in which any Collateral is located, this Agreement shall for all purposes be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**§15. PARTIES IN INTEREST.** All terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, provided that the Borrower may not assign or transfer its rights hereunder without the prior written consent of the Bank. Any assignment or transfer by the Borrower of its rights hereunder in violation of this Agreement shall be void.

**§16. COUNTERPARTS.** This Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, which when so executed and delivered shall be an original, but

DOS-BUS:422261.4

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REEL: 8753 FRAME: 0540

-14-

all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

**§47. TERMINATION.** Upon payment in full of the Obligations in accordance with the terms, this Agreement shall terminate and the Bank shall return to the Borrower, at the expense of the Borrower, such Collateral in the possession or control of the Bank as has not theretofore been disposed of pursuant to the provisions hereof and shall deliver to the Borrower documents in recordable form sufficient to discharge the liens and security interests granted hereunder.

**§48. NOTICES.** Except as otherwise expressly provided herein, all notices and other communications made or required to be given pursuant to this Agreement shall be made in accordance with the provisions of §10 of the Credit Agreement.

BOS-BUS:42261.4

PATENT  
REEL: 8753 FRAME: 0341

-15-

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as an instrument under seal by its authorized representatives as of the date first written above.

MPI INSTRUMENTS, INC.

By: *Robert Thompson*  
Its *Chief Executive Officer*

FLEET NATIONAL BANK

By: \_\_\_\_\_

Its

BOS-BUS:422261.4

PATENT  
REEL: 8753 FRAME: 0342

-15-

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as an instrument under seal by its authorized representatives as of the date first written above.

MID-INSTRUMENTS, INC.

By: \_\_\_\_\_

Its

FLEET NATIONAL BANK

By: Thomas W. Davies

Its SUP

DOS-BUS:422261.4

PATENT  
REEL: 8753 FRAME: 0343



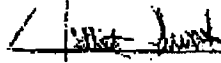
-16-

COMMONWEALTH OF MASSACHUSETTS )

) ss:

COUNTY OF )

Before me, the undersigned, this 10 day of October, 1997, personally appeared Karen L. Brown, known to me to be the CEO of MPI Instruments, Inc., and that s/he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his or her free act and deed individually and as such officer, and the free act and deed of said corporation.



Commissioner of the Superior Court  
Notary Public

My commission expires: Aug 12, 2002

COMMONWEALTH OF MASSACHUSETTS )

) ss:

COUNTY OF )

Before me, the undersigned, this \_\_\_\_ day of October, 1997, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of FLEET NATIONAL BANK, and that s/he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his or her free act and deed individually and as such officer, and the free act and deed of said corporation.

Commissioner of the Superior Court  
Notary Public

My commission expires:

BOS-BUS:422261.4

PATENT

REEL: 8753 FRAME: 0344

-16-

COMMONWEALTH OF MASSACHUSETTS )

) ss:

COUNTY OF )

Before me, the undersigned, this \_\_\_\_ day of October, 1997, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of MBI Instruments, Inc., and that s/he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his or her free act and deed individually and as such officer, and the free act and deed of said corporation.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS )

) ss:

COUNTY OF SUFFOLK )

Before me, the undersigned, this 10<sup>th</sup> day of October, 1997, personally appeared THOMAS W. DAVIES, known to me to be the JVP of FLEET NATIONAL BANK, and that s/he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his or her free act and deed individually and as such officer, and the free act and deed of said corporation.

Thomas W. Davies  
\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires: 7-24-01

BOS-BUS:422261.4

PATENT  
REEL: 8753 FRAME: 0345

EXHIBIT A

Form of Financing Statements

617-720-2441

PATENT  
REEL: 8753 FRAME: 0858

## INSTRUCTIONS:

PLEASE TYPE on form. Fill only along perforation for filing.  
 1. Fill in Debtor's name and address and send with 3 copies with this page to the filing officer. Enclose filing fee.  
 2. Fill in Secured Party's name and address and send with 3 copies with this page to the filing officer. Enclose filing fee.  
 3. Fill in the name of the party to whom the property is being transferred. Indicate the number of additional sheets attached.  
 4. Fill in the name of the party to whom the property is being transferred. Indicate the number of additional sheets attached.  
 5. Fill in the name of the party to whom the property is being transferred. Indicate the number of additional sheets attached.  
 6. Fill in the name of the party to whom the property is being transferred. Indicate the number of additional sheets attached.  
 7. Fill in the name of the party to whom the property is being transferred. Indicate the number of additional sheets attached.  
 8. Fill in the name of the party to whom the property is being transferred. Indicate the number of additional sheets attached.  
 9. Fill in the name of the party to whom the property is being transferred. Indicate the number of additional sheets attached.  
 10. Fill in the name of the party to whom the property is being transferred. Indicate the number of additional sheets attached.

—10 PERCENT—  
 ANOVA 10/5/53/1  
 10/21/02/1/1/1

1. Debtor's name and address (if any):		3. Maturity date (if any):
Fleet National Bank 1 Federal Street Boston, MA 02110		For Filing Officer (Date, Time, Number, and Filing Office)
2. Secured Party(ies) and address(es):		5. Assignee(s) of Secured Party and Address(es)
Fleet National Bank 1 Federal Street Boston, MA 02110		
4. This filing statement covers the following types (or items) of property:		
All personal and real estate property of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof, including, without limitation, all goods, accounts, chattel paper, documents, instruments, investment property and general intangibles, all as more fully described on Schedule A attached hereto and made a part hereof.		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so;

Filed with:

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is one of the original collateral described above in which a security interest was perfected.

Check ☒ if covered: ☐ Products of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

By: \_\_\_\_\_  
 Signature(s) of Debtor(s)

By: \_\_\_\_\_  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

PATENT

10/21/02/1/1/1

PAGE 25/41 \* RCVD AT 3/10/2005 3:41:00 PM [Eastern Standard Time] \* SVR:USPTO-EFXXF-1/3 \* DNIS:8729306 \* CSID:617 720 2441 \* DURATION (mm:ss):12:08

PATENT  
 REEL: 016353 FRAME: 0859

SCHEDULE A TO UCC-1 FINANCING STATEMENTDebtor:

MB Instruments, Inc.  
600 West Cummings  
Webster, MA 01801

Secured Party:

Fleet National Bank  
One Federal Street  
Boston, MA 02110

The Debtor hereby pledges, assigns and grants to the Secured Party a continuing security interest in and lien on all properties, assets and rights of the Debtor of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof, including, without limitation, all goods, accounts (including all accounts receivable), contract rights, rights to the payment of money (including tax refund claims, insurance proceeds and tort claims), chattel paper, documents, instruments, general intangibles, securities (together with all income therefrom, increases thereunder and proceeds thereof), investment property, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Debtor possesses, uses or has authority to possess or use, property (whether tangible or intangible) of others or which others possess, use or have authority to possess or use property (whether tangible or intangible) of the Debtor and all recorded data of any kind or nature, regardless of the medium of recording, including, without limitation, all software writings, plans and schematics, books and records, equipment, furniture, fixtures, leases and all related equipment, parts and accessories, and all inventory and all other capital assets, raw materials, work in progress and all substitutions and replacements thereof but in no event including property which is the subject of a capital lease by the Debtor from a third party lessor.

BOS-BUS:448218.1

PATENT  
REEL: 8753 FRAME: 0348

**EXHIBIT B****FORM OF CONFIRMATORY ASSIGNMENT OF CONTRACT**

This ASSIGNMENT, dated as of \_\_\_\_\_, is by \_\_\_\_\_, a Massachusetts corporation (the "Debtor") in favor of FLEET NATIONAL BANK (the "Bank").

WHEREAS, the Debtor is party to Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between the Debtor and \_\_\_\_\_ (the "Contract"); and

WHEREAS, the Debtor and the Bank have entered into a certain Security Agreement, dated as of \_\_\_\_\_, 199\_ (the "Security Agreement"), pursuant to which the Debtor has granted to the Bank, a security interest in certain assets of the Debtor, including all of the Debtor's rights in, to and under the Contract, to secure the Obligations referred to in the Security Agreement;

NOW, THEREFORE, the Debtor hereby confirms, acknowledges and agrees that, pursuant to and subject to the terms of the Security Agreement, the Debtor hereby assigns, transfers, pledges and grants to the Bank a security interest in all of the Debtor's right, title and interest in and to all monies due or to become due under the Contract.

EXECUTED as of the date first above written.

[DEBTOR]

By: \_\_\_\_\_  
Its:

80S-BUS:122261.4

PATENT  
REEL: 8753 FRAME: 0349

EXHIBIT CFORM OF ASSIGNMENT OF A GOVERNMENT RECEIVABLE

To: [Contracting Official or Head of  
Agency, and Disbursing Official]

Re: Payments to [DEBTOR]  
Contract Number:  
Made by the United States of America  
Department:  
Division:

For:

Dated:

Ladies and Gentlemen:

PLEASE TAKE NOTICE that monies due or to become due to \_\_\_\_\_ (the "Debtor") under the contract described above have been assigned to FLEET NATIONAL BANK as security for certain obligations of the Debtor to the Bank, as described more particularly in a Security Agreement (a true and correct copy of which is attached hereto), dated as of \_\_\_\_\_, 199\_\_, as in effect from time to time. This notice is given pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. §3727).

Payments due or to become due to the Debtor under the contract described above should continue to be made to the Debtor until you receive written notice from the Bank directing that such payments be made to another party.

BOS-BUS-422261 4

PATENT  
REEL: 8753 FRAME: 0350

-2-

Please return to the undersigned (in the enclosed, self-addressed stamped envelope) the enclosed extra copy of this notice with appropriate notations showing the date and hour of receipt and duly signed by the person acknowledging receipt on behalf of the addressee.

Very truly yours,

FLEET NATIONAL BANK

By: \_\_\_\_\_

Authorized Official  
\_\_\_\_\_  
\_\_\_\_\_

IRREVOCABLY ACKNOWLEDGED  
AND AGREED TO:

[DEBTOR]

By: \_\_\_\_\_

Its

ACKNOWLEDGMENT OF RECEIPT

Receipt of the above notice and a copy of the Security Agreement described above is hereby acknowledged. These were received at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Signature

On Behalf of:

[Name and Title of  
Addressee of Notice]

BOB:RL/S:422261.4

PATENT

REEL: 8753 FRAME: 0351



Schedule 1

Real Property

The Company leases corporate office space at 600 West Cummings Park, Suite 250, Woburn, Massachusetts. The lease for this space is scheduled to expire 5/15/06.

The Company does not own or lease any other real property.

PATENT  
REEL: 8753 FRAME: 0352

PATENT  
REEL: 016353 FRAME: 0864

Schedule 2

**Intellectual Property**

Trademarks

Refer to attached schedule "Status of Cases for MD867 MD Instruments, Inc.", as provided by the Company's intellectual property counsel, pages labeled 1 and 2.

Patent Applications

Refer to attached schedule "Status of Cases for MD867 MD Instruments, Inc.", as provided by the Company's intellectual property counsel, pages labeled 4 through 10.

Copyrights

None owned or pending.

PATENT  
REEL: 8753 FRAME: 0353

03/10/2005

Status of Cases for MDI Instruments Inc.

Page: 1

Case Client Number Ref	Name	Serial Number	Filing Date	Patent Number	Issue Date	Status
STATE TRADEMARKS						

10000N

EACHECK.COM (DOMAIN NAME FOR

Registered 12/16/96

*Note: Eacheck.com is NOT registered to MDI as of 8/12/97*

PATENT

REEL: 8753 FRAME: 0354

PATENT

REEL: 016353 FRAME: 0866

RECORD OF CASES FOR NIDEL/NOT INSTRUMENTS, INC.

Page: 2

Case Client	Mark	Resp TM	Serial	Filing	Reg	Reg	Status/
Number Ref		Atty C	Number	Date	Number	Date	Present Owner
NATIONAL TRADEMARKS							

2000	EAR CHECK (TRADEMARK APL)	ERG 010	75/156115	08/23/96			ALLOWED Published 04/07/97 NID Instruments, Inc.
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2001	TRADEMARK APPLICATION FOR THE MARK: FARCHECK PRO	ERG 010	75/154638	08/23/96			Published 07/15/97 NID Instruments, Inc.
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2002	FARCHECK KIDS - TRADEMARK APPLICATION	ERG					Status Uncertain as of 04/07/97 NID Instruments, Inc.
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2003	FARCHECK TRADEMARK APPLICATION (DESIGN)	ERG 010	75/253,536	03/07/97			US Application Filed w/010 On 03/07/97 NID Instruments, Inc.
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2004	EARCHECK PRO (LOGO)	ERG					Active file as of 08/05/97 NID Instruments, Inc.
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2005	CHECKMARK (DESIGN)	ERG					Active file as of 08/05/97 NID Instruments, Inc.
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75/341,239  
75/347,142

PATENT  
REEL: 8753 FRAMES: 0355

NOT FILED

NOT YET FILED

NOT FILED

✓  
75/341,239  
75/347,142

Case Client Name/  
Number Ref Inventors

Resp Serial  
Atty Number

Filing  
Date

Patent  
Number

Issue  
Date

Status/  
Present Owner

Page: 4

# PATENT APPLICATIONS

70000

PROCESS AND DEVICE FOR  
DIAGNOSING PATHOLOGIES OF  
THE EAR USING ACOUSTIC  
REFLECTANCE CORRECTED BY  
ACOUSTIC NULL ANGLE  
1. COMBS  
2. BUSEY

ERG 08/378504 01/26/95

Abandoned

1

DEVICE AND PROCESS FOR  
SCREENING PATIENTS FOR EAR  
PATHOLOGIES USING ANALYSIS  
OF THE SHAPE OF AN  
ACOUSTIC  
1. BUSEY  
2. COMBS

ERG 08/378503 01/26/95

Abandoned 05/02/96

70002

A PROCESS AND DEVICE FOR  
DIAGNOSING CONDUCTIVE  
HEARING LOSS  
1. COMBS  
2. BUSEY

ERG 08/370654 01/26/95

Abandoned 04/29/96

70003A

EAR PATHOLOGY DIAGNOSTICS  
APPARATUS AND METHOD  
1. TELE

ERG 444470 12/30/83 12/19/93

Issued 03/17/07

Confirmatory Assignment registered  
under No. 1,461,564 on August 29,  
1996

70003B

EAR PATHOLOGY DIAGNOSTICS  
APPARATUS AND METHOD  
1. TELE

ERG 03901478/4 03/16/83 01/03/64

Issued 09/09/92

70003C

EAR PATHOLOGY DIAGNOSTICS  
APPARATUS AND METHOD  
1. TELE (deceased)

ERG 03901478/4 03/16/83 03/02/89

Issued 09/09/92

PATENT  
REEL: 8753 FRAME: 0356

Status of Cases for MDD: MUI Instruments Inc.

Page: 5

Case Number	Client Ref	Name/Inventors	App Serial	Filing Date	Patent Number	Issue Date	Status/ Present Owner
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## PATENT APPLICATIONS

70030K		EAR PATHOLOGY DIAGNOSTICS APPARATUS AND METHOD	ERG 5244/03	03/16/03			Active file as of 02/01/95 <b>ISSUED</b>
		1. TELE (deceased)					Transferred from Cesari McKenna - Confirmatory Assignment recorded with Danish Patent Office
7003EP		ELIMINATE PATENT SPECIFICATION (PUBLICATION NO. U 103 640 B1)	ERG US83/00380		EP010766/0	09/09/92	File closed as of 01/08/97 MUI Instruments, Inc.
		1. TELE (deceased)					hold EP patent
7003CQ		EAR PATHOLOGY DIAGNOSTICS APPARATUS AND METHOD	ERG 8200147B/4	03/16/03	0103640	09/09/92	Active file as of 02/01/95 <b>ISSUED</b> MUI Instruments, Inc.
		1. TELE (deceased)					
7003CH		EAR PATHOLOGY DIAGNOSTICS APPARATUS AND METHOD	ERG 8390147B/4	03/16/03	0103640	09/09/92	Issued 09/09/92 MUI Instruments, Inc.
		1. TELE (deceased)					
7003IN		EAR PATHOLOGY DIAGNOSTICS APPARATUS AND METHOD	ERG				File closed as of 01/08/97 <b>NOT FILED</b>
		1. TELE (deceased)					This matter has been set up for filing purposes (APL never filed)
7003JT		EAR PATHOLOGY DIAGNOSTICS APPARATUS AND METHOD	ERG 6752A/84	03/16/84	1214840	01/18/90	Issued 01/18/90 MUI Instruments, Inc.
		1. TELE (deceased)					<b>1983</b>
7003JP		EAR PATHOLOGY DIAGNOSTICS APPARATUS AND METHOD	ERG 58/501434	03/16/83	1730036	01/29/93	Issued 01/29/93 MUI Instruments, Inc.
		1. TELE (deceased)					
7003NL		EAR PATHOLOGY DIAGNOSTICS APPARATUS AND METHOD	ERG 8390147B.4	03/16/03	0103640	09/09/92	Issued 09/09/92 MUI Instruments, Inc.
		1. TELE (deceased)					

PATENT  
REEL: 8753 FRAME: 0357

Status of Cases for M001 M01 Instruments, Inc.

Page: 6

Case Number	Client Ref	Name/Inventors	Resp Serial Atty Number	Filing Date	Patent Number	Issue Date	Status/ Present Owner
<b>PATENT APPLICATIONS</b>							

7003E  
EAR PATHOLOGY DIAGNOSIS  
APPARATUS AND METHOD  
1. TELFC (deceased)

ENG 03901478/4 03/16/03 0103540 09/09/92 Issued 09/09/92  
M01 Instruments, Inc.

3/16/2003

7004  
EAR PATHOLOGY DIAGNOSIS  
APPARATUS AND METHOD  
1. TELFC (deceased)

ENG 358031 03/16/02 4459996 07/17/84 Issued 07/17/84  
M01 Instruments, Inc.

3/16/2002

7005  
EAR PATHOLOGY DIAGNOSIS  
APPARATUS AND METHOD  
1. TELFC (deceased)

ENG 557123 03/16/03 4601295 07/22/80 Issued 07/22/80  
M01 Instruments, Inc.

3/16/2002

7006  
DEVICE AND PROCESS FOR  
SCREENING PATIENTS FOR EAR  
PATHOLOGIES USING ANALYSIS  
OF THE SHAPE OF AN  
ACOUSTIC

ENG 08/560523  
FHC of M006/7001 — Notice of  
Abandonment filed 4/12/96

Abandoned 04/29/96

7007  
U.S. PATENT  
NO. 0CS, 286,814 (BRAITHWADE  
ET AL.)  
1. BOWFORD, II  
2. CHUTE  
3. FORTIN

ENG 586278 03/05/94 0CS-286814 11/18/86 Issued 11/18/86  
M01 Instruments, Inc.

11/18/2000

7008  
A DEVICE AND PROCESS FOR  
SCREENING PATIENTS FOR EAR  
PATHOLOGIES USING ANALYSIS  
OF THE SHAPE OF AN  
ACOUSTIC

ENG 08/592655 01/26/96  
ASL rec'd @ Reel 7873, frame 0028  
by Digital Diagnostic Corp.; ASL  
rec'd @ Reel 7873, fr 0007; Rule  
312 AMN w/105 filed 6/30/97

Issue fee paid 07/16/97

1/26/2015  
Once issued (M01)

PATENT  
REEL: 8753 FRAME: 0358

Status of Cases for PHLIP/ HUI Instruments Inc.

Page: 7

Case Number	Client Ref	Name/Inventors	Resp Atty Number	Serial Number	Filing Date	Patent Number	Issue Date	Status/ Present Owner
PATENT APPLICATIONS								

70084U		A DEVICE AND PROCESS FOR SCREENING PATIENTS FOR EAR PATHOLOGIES USING ANALYSIS OF THE SHAPE OF AN ACOUSTIC	ERG	CA,JP,EP,SG,NZ,KR,CN,BR,AU,MX,NO	01/26/96			Natl phase ap1 sent to assoc 07/09/97
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1. COMBS  
2. DUSEY  
3. UKRAINCIAK

70088R		A DEVICE AND PROCESS FOR SCREENING PATIENTS FOR EAR PATHOLOGIES USING ANALYSIS OF THE SHAPE OF AN ACOUSTIC	ERG	CA,JP,EP,SG,NZ,KR,CN,BR,AU,MX,NO				Natl phase ap1 sent to assoc 07/09/97
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1. COMBS  
2. DUSEY  
3. UKRAINCIAK

7008CA		A DEVICE AND PROCESS FOR SCREENING PATIENTS FOR EAR PATHOLOGIES USING ANALYSIS OF THE SHAPE OF AN ACOUSTIC	ERG	CA,JP,EP,SG,NZ,KR,CN,BR,AU,MX,NO	01/26/96			Natl phase ap1 sent to assoc 07/09/97
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1. COMBS  
2. DUSEY  
3. UKRAINCIAK

7008CH		A DEVICE AND PROCESS FOR SCREENING PATIENTS FOR EAR PATHOLOGIES USING ANALYSIS OF THE SHAPE OF AN ACOUSTIC	ERG	CA,JP,EP,SG,NZ,KR,CN,BR,AU,MX,NO	01/26/96			Natl phase ap1 sent to assoc 07/09/97
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1. COMBS  
2. DUSEY  
3. UKRAINCIAK

PATENT  
REEL: 8753 FRAME: 0359



JAMES W. LEECH JR. (MAY 2001) Instruments Inc.

Page: 8

Case Number	Client Ref	Name/Inventors	Resp Serial	Filing Date	Patent Number	Issue Date	Status/Owner
PATENT APPLICATIONS							

70086P

A DEVICE AND PROCESS FOR  
SCREENING PATIENTS FOR EAR  
PATHOLOGIES USING ANALYSIS  
OF THE SHAPE OF AN  
ACOUSTIC

ERG 96905260.4 01/26/96  
MAIL  
CA,JP,EP,SG,NZ,NR,CH,DR,AU,MX,MO

Mat'l phase ap'l sent to assoc 07/09/97

70083P

A DEVICE AND PROCESS FOR  
SCREENING PATIENTS FOR EAR  
PATHOLOGIES USING ANALYSIS  
OF THE SHAPE OF AN  
ACOUSTIC

ERG 96905260.4 01/26/96  
MAIL  
CA,JP,EP,SG,NZ,NR,CH,DR,AU,MX,MO

Mat'l phase ap'l sent to assoc 07/09/97

70080R

A DEVICE AND PROCESS FOR  
SCREENING PATIENTS FOR EAR  
PATHOLOGIES USING ANALYSIS  
OF THE SHAPE OF AN  
ACOUSTIC

ERG 96905260.4 01/26/96  
MAIL  
CA,JP,EP,SG,NZ,NR,CH,DR,AU,MX,MO

Mat'l phase ap'l sent to assoc 07/09/97

70084X

A DEVICE AND PROCESS FOR  
SCREENING PATIENTS FOR EAR  
PATHOLOGIES USING ANALYSIS  
OF THE SHAPE OF AN  
ACOUSTIC

ERG 96905260.4 01/26/96  
MAIL  
CA,JP,EP,SG,NZ,NR,CH,DR,AU,MX,MO

Mat'l phase ap'l sent to assoc 07/09/97

REEL: 8753 FRAME: 0360

03/10/2005

Status of Cases for H0867 H01 Instruments Inc.

Page: 9

Case Number	Client Ref	Name/Inventors	Resp Serial	Filing Date	Patent Number	Issue Date	Status/ Present Owner
PATENT APPLICATIONS							

700840

A DEVICE AND PROCESS FOR  
SCREENING PATIENTS FOR EAR  
PATHOLOGIES USING ANALYSIS  
OF THE SHAPE OF AN  
ACOUSTIC  
1. COMBS  
2. BUSEY  
3. UKRAINCIAK

ERG

CA,JP,EP,SG,NZ,KR,CN,BR,AU,RX,NO

Nat'l phase apl sent to assoc 07/09/97

700847

A DEVICE AND PROCESS FOR  
SCREENING PATIENTS FOR EAR  
PATHOLOGIES USING ANALYSIS  
OF THE SHAPE OF AN  
ACOUSTIC  
1. COMBS  
2. BUSEY  
3. UKRAINCIAK

ERG 302942

CA,JP,EP,SG,NZ,KR,CN,BR,AU,RX,NO

Nat'l phase apl sent to assoc 07/09/97

700856

A DEVICE AND PROCESS FOR  
SCREENING PATIENTS FOR EAR  
PATHOLOGIES USING ANALYSIS  
OF THE SHAPE OF AN  
ACOUSTIC  
1. COMBS  
2. BUSEY  
3. UKRAINCIAK

ERG

CA,JP,EP,SG,NZ,KR,CN,BR,AU,RX,NO

Nat'l phase apl sent to assoc 07/09/97

700840

A DEVICE AND PROCESS FOR  
SCREENING PATIENTS FOR EAR  
PATHOLOGIES USING ANALYSIS  
OF THE SHAPE OF AN  
ACOUSTIC  
1. COMBS  
2. BUSEY  
3. UKRAINCIAK

ERG US96/01170 01/26/96

designated all countries

Respond to written opinion by 12/20/96  
National Phase entered. File now closed.

PATENT  
REEL: 8753 FRAME: 0361

08/12/97

Status of Cases for M0867 M01 Instruments Inc.

Page: 10

Case Number	Client Ref	Name/Inventors	Resp Serial	Filing Date	Patent Number	Issue Date	Status/ Present Owner
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PATENT APPLICATIONS

2009

COMBINED THERMOMETER AND ACOUSTIC REFLECTOMETER

1. / Sandra Kimball and Geoffrey Tackling

Active file as of 06/12/97

9/97  
2007  
9/97

2010

A DEVICE AND PROCESS FOR GENERATING AND MEASURING THE SHAPE OF AN ACOUSTIC REFLECTANCE CURVE OF AN EAR

- 1. COMBS
- 2. DUSEY
- 3. UKRAINCIN

Active file as of 06/12/97

Bob Holfeld

10/97  
2017  
FILED

2011

A DEVICE AND PROCESS FOR SCREENING PATIENTS FOR EAR PATHOLOGIES USING ANALYSIS OF THE SHAPE OF AN ACOUSTIC

- 1. COMBS
- 2. DUSEY
- 3. UKRAINCIN

Rule 160 CONT/DIV App filed on 06/18/97

based on 7008

terminated 1/26/2015

1 continuation.

2012

DESIGN PATENT ON INTERFERENCE OF PATENT INSTRUMENT (TO BE CHANGED)

1. / Sandra Kimball.

Active file as of 06/12/97

9/97  
NOT YET FILED

2013

DESIGN PATENT ON SHAPE OF INSTRUMENT

1. / Sandra Kimball.

Active file as of 07/01/97

9/97

REEL: 8753 FRAME: 0362

Schedule 3Collateral Locations

1. MDI Instruments, Inc.  
600 West Cummings Park  
Suite 2850  
Woburn, Massachusetts  
  
Furniture, fixtures, equipment, intellectual property, inventory
2. KeyTronic Corporation  
4424 North Sullivan Road  
Spokane, Washington  
  
Inventory

RECORDED: 10/23/1997

PATENT  
REEL: 8753 FRAME: 0363

PAGE 41/41 \* RCVD AT 3/10/2005 3:41:00 PM [Eastern Standard Time] \* SVR:USPTO-EFXXRF-1/3 \* DNIS:8729306 \* CSID:617 720 2441 \* DURATION (mm-ss):12-08

RECORDED: 03/10/2005

PATENT  
REEL: 016353 FRAME: 0875