

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
EFFECTIVE DATE:	12/21/2005
CONVEYING PARTY DATA	
Name	Execution Date
Minrad, Inc.	12/21/2005
RECEIVING PARTY DATA	
Name:	KeyBank National Association
Street Address:	127 Public Square
Internal Address:	Attention: Ms. Paulette Murray
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 22	
Property Type	Number
Patent Number:	5810841
Patent Number:	5969193
Patent Number:	6036639
Patent Number:	6056415
Patent Number:	6096049
Patent Number:	6200274
Patent Number:	6264618
Patent Number:	6267502
Patent Number:	6283125
Patent Number:	6444358
Patent Number:	6679267
Patent Number:	6694169
Patent Number:	6829500

PATENT

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REEL: 016937 FRAME: 0497

CH \$880.00 5810841

Patent Number:	5417684
Application Number:	10272794
Application Number:	10272922
Application Number:	10644500
Application Number:	10977759
Application Number:	60628707
Application Number:	60628708
Application Number:	11098243
Application Number:	60672334

#### CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	601755-049121
NAME OF SUBMITTER:	James R. Mix

#### Total Attachments: 7

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## COLLATERAL ASSIGNMENT OF PATENTS

This Collateral Assignment of Patents dated as of December 21, 2005 ("Agreement"), between Minrad, Inc., a Delaware corporation (together with its successors and assigns, the "Assignor"), and KeyBank National Association, as Secured Party (together with its successors and assigns in such capacity, the "Secured Party"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of December 21, 2005 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among the Assignor, Minrad International, Inc., a Delaware corporation and the Secured Party.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of December 21, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Secured Party, pursuant to which the Assignor has granted to the Secured Party, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Secured Party and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Secured Party, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A);


(ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

- (iii) all Patents issued by any other country or any office, agency or other governmental authority thereof;
- (iv) all applications for Patents to be issued by any office, agency or other governmental authority referred to in clause (iii) above;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;
- (vii) all licenses and other agreements relating in whole or in part to any Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;
- (viii) all rights to sue for past, present or future infringements of any of the foregoing;
- (ix) all good will related to any of the foregoing;
- (x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Secured Party, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

MINRAD, INC.

By:   
Name: William H. Burns, Jr.  
Title: President and CEO

Accepted and acknowledged by:

KEYBANK NATIONAL  
ASSOCIATION

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

MINRAD, INC.

By: \_\_\_\_\_  
Name: William H. Burns, Jr.  
Title: President and CEO

Accepted and acknowledged by:

KEYBANK NATIONAL  
ASSOCIATION

By: Chris Swindell  
Name: Chris Swindell  
Title: Senior Vice President

## Schedule A

## to Collateral Assignment of Patents

<b><u>Patent</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
ENERGY GUIDED APPARATUS AND METHOD	5,810,841	09/22/98
METHOD FOR THE PREPARATION OF SEVOFLURANE	5,969,193	10/19/99
LARYNGOSCOPE HAVING LOW MAGNETIC SUSCEPTIBILITY	6,036,639	03/14/00
PENLIGHT HAVING LOW MAGNETIC SUSCEPTIBILITY	6,056,415	5/2/2000
LIGHT GUIDING DEVICE AND METHOD	6,096,049	08/01/00
REMOVABLE NEEDLE RULE	6,200,274	03/13/01
SAMPLING DEVICE AND METHOD OF RETRIEVING A SAMPLE	6,264,618	07/24/01
ALIGNMENT VERIFICATION DEVICE AND METHOD OF USING THE SAME WITH A VISUAL LIGHT BEAM AND AN X-RAY	6,267,502	07/31/01
STERILE DRAPE	6,283,125	09/04/01
BATTERY FOR POWERING A MEDICAL DEVICE HAVING LOW MAGNETIC SUSCEPTIBILITY	6,444,358	09/03/02
STERILE DRAPE	6,679,267	01/20/04

TARGETING SYSTEM AND METHOD OF TARGETING	6,694,169	02/17/04
METHOD AND DEVICE FOR DETERMINING ACCESS TO A SUBSURFACE TARGET	6,829,500	12/07/04
A LAPAROSCOPIC SURGICAL GRASPER WITH A LOOP WITH GRIPPING FORMATIONS	5,417,684	05/23/95
<b><u>Patent Application</u></b>	<b><u>Application No.</u></b>	<b><u>Application Filing Date</u></b>
DRUG DELIVERY SYSTEM FOR CONSCIOUS SEDATION	10/272,794	10/17/2002
SUPPRESSION OF HUMAN ACTIVITY IN AN ENCLOSED SPACE	10/272,922	10/17/2002
METHOD FOR THE PREPARATION OF SEVOFLURANE	10/644,500	8/20/2003
TARGETING SYSTEM AND METHOD OF TARGETING	10/977,759	10/29/2004
METHOD FOR THE PREPARATION OF SEVOFLURANE	60/628,707	11/17/2004
PROCESS FOR PRODUCTION OF 1,2,2,2 - TETRAFLUORO ETHYL DIFLUORO METHYL ETHER	60/628,708	11/17/2004
REMOVAL OF CARBON DIOXIDE AND CARBON MONOXIDE FROM PATIENT EXPIRED GAS DURING ANESTHESIA	11/098,243	4/4/2005



PREPARATION OF SEVOFLURANE WITH NEGLECTIBLE WATER CONTENT	60/672,334	4/18/2005
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