

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Endo Vascular Instruments, Inc.	03/13/2003

**RECEIVING PARTY DATA**

<b>Name:</b>	Synectic Ventures I LLC
<b>Street Address:</b>	888 SW 5th Ave., Ste. 300
<b>City:</b>	Portland
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97204

<b>Name:</b>	Synectic Ventures II LLC
<b>Street Address:</b>	888 SW 5th Ave., Ste. 300
<b>City:</b>	Portland
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97204

<b>Name:</b>	Synectic Ventures III LLC
<b>Street Address:</b>	888 SW 5th Ave., Ste. 300
<b>City:</b>	Portland
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97204

**PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	6165187
Patent Number:	5824057
Patent Number:	5632755

**CORRESPONDENCE DATA**

**500072283**

**PATENT  
 REEL: 017034 FRAME: 0390**

**CH \$120.00 6165187**

Fax Number: (503)295-0915  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 503-499-4676  
Email: tina.dippert@bullivant.com  
Correspondent Name: Robert B. Miller  
Address Line 1: 888 SW 5th Ave., Ste. 300  
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:

25742-2

NAME OF SUBMITTER:

GH Goldstick, Pres., GH Goldstick & Co.

Total Attachments: 4

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**EXHIBIT "D"**

**(To the Note and Warrant Purchase Agreement dated March 13, 2003)**

**SECURITY AGREEMENT**

This SECURITY AGREEMENT (this "Agreement") is made and shall be effective as of the 13<sup>th</sup> day of March, 2003, by EVI CORPORATION, an Oregon corporation doing business as Endo Vascular Instruments, Inc. ("Grantor"), for the benefit of the persons and entities whose names are set forth on the attached Exhibit "A" (collectively, the "Secured Parties"), as such Exhibit may be amended, from time-to-time.

**RECITALS:**

A. The Secured Parties have agreed to loan to Grantor up to Four Million Five Hundred Thousand Dollars (\$4,500,000) in aggregate principal amount (the "Loan"), as evidenced by Promissory Notes issued pursuant to that certain Note and Warrant Purchase Agreement (the "Purchase Agreement"), of even date herewith (collectively, the "Notes").

B. In order to induce the Secured Parties to make the Loan, Grantor has agreed to grant to the Secured Parties a security interest in and to all of its personal property, whether presently existing or hereafter created or acquired, including, without limitation, all accounts, chattel paper, documents, instruments, money, deposit accounts, general intangibles (including all returns, repossessions, books and records relating thereto, and equipment containing such books and records, as well as Grantor's patent and other intellectual property rights), investment property (including all securities and securities entitlements), goods (including all equipment and inventory), and all proceeds of the foregoing (including insurance proceeds) (collectively, the "Collateral").

**AGREEMENTS:**

1. Security Interest

1.1 Grant of Security Interest. To secure timely and full payment of the Loan, as required by the terms and conditions of the Notes and the Purchase Agreement, Grantor hereby grants to the Secured Parties, on a *pari passu* basis and in the same proportion as the "Note Balance" (as such term is defined in the Purchase Agreement) of their respective Notes bears to the total amount of principal and interest outstanding under all of the Notes, a security interest in and to the Collateral.

1.2 Rights of Grantor. So long as there shall exist no Event of Default (as defined in the Notes), Grantor shall have the right to possess and use the Collateral.

2. Administration. CB (Berkman) Capital II LLC, aka Synectic Ventures II, LLC, as "Agent" under the terms and conditions of the Purchase Agreement shall have the exclusive authority to act for the Secured Parties under this Agreement and in regard to every aspect of the



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Portland, Oregon 97205  
Attn: Craig L. Berkman

7. Other Representations, Warranties and Covenants.

1.1 From and after the date hereof, Grantor shall not encumber any of the Collateral, or grant to any person or entity a security interest in or to the Collateral which is superior to, or *pari passu* with, the security interest granted herein, without the prior written consent of the "Agent" which consent shall not be unreasonably withheld.

1.2 Upon request, Grantor shall deliver to the Agent a detailed list of Collateral by description and location. The Agent may examine and inspect the Collateral upon notice given to Grantor.

IN WITNESS WHEREOF, Grantor has executed this Security Agreement as of the date first above written.

GRANTOR:

EVI CORPORATION, an Oregon corporation

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

  
Thomas A. Wiita, President

**EXHIBIT 'A'**

**(To the Security Agreement dated March 13, 2003)**

**The Secured Parties:**

- 1. CB (Berkman) Capital LLC, aka Synectic Ventures I, LLC**
- 2. CB (Berkman) Capital II LLC, aka Synectic Ventures II, LLC**
- 3. CB (Berkman) Capital IIA LLC, aka Synectic Ventures III, LLC**
- 4. CB (Berkman) Capital IV LLC, aka Synectic Ventures IV, LLC**
- 5. Synectic Ventures, LLC, aka Synectic Ventures V, LLC**