

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Evi Corp.	03/13/2003

RECEIVING PARTY DATA

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

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

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

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5160342

CORRESPONDENCE DATA

Fax Number: (503)295-0915
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$40.00 5160342

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 13th 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**