

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
Gambro AB	11/17/2006

RECEIVING PARTY DATA

Name:	Citicorp Trustee Company Limited, as Security Agent
Street Address:	Citigroup Centre, 33 Canada Square
Internal Address:	Canary Wharf
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5LB

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	6323182
Patent Number:	6428706
Patent Number:	6755976
Patent Number:	6440311
Patent Number:	6139748
Patent Number:	6861266
Patent Number:	6806947
Patent Number:	6601432
Patent Number:	6640611
Patent Number:	6510330
Patent Number:	6500549
Patent Number:	6841255

CORRESPONDENCE DATA

PATENT

500185353

REEL: 018552 FRAME: 0672

CH \$480.00 6323182

Fax Number: (212)878-8375

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-878-8476

Email: melissa.schrader@cliffordchance.com

Correspondent Name: Melissa Schrader

Address Line 1: Clifford Chance US LLP

Address Line 2: 31 West 52nd Street

Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:

70-40024061

NAME OF SUBMITTER:

Melissa Schrader

Total Attachments: 4

source=recordal3#page1.tif

source=recordal3#page2.tif

source=recordal3#page3.tif

source=recordal3#page4.tif

Exhibit A**Form of Intellectual Property Security Agreement**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of 17 November 2006, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Citicorp Trustee Company Limited, as Security Agent (the "**Security Agent**") for the Secured Parties (as defined in the Facilities Agreements referred to below).

WHEREAS, Gambro Holding AB (the "**Parent**"), a company organized under the laws of Sweden, certain of its Subsidiaries, and others have entered into a Senior Facilities Agreement dated 5 June 2006, as amended and restated pursuant to an amendment and restatement agreement dated 9 November 2006 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Senior Facilities Agreement**") with the Security Agent, as security trustee on behalf of the Secured Parties (as defined therein).

WHEREAS, the Parent, certain of its Subsidiaries, and others have entered into a Mezzanine Facility Agreement dated 5 June 2006, as amended and restated pursuant to an amendment and restatement agreement dated 9 November 2006 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Mezzanine Facility Agreement**", and together with the Senior Facilities Agreement, the "**Facilities Agreements**").

WHEREAS, each Grantor has entered into an Intellectual Property Security Agreement dated 17 November 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), with the Security Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under and subject to the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Agent for the rateable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering certain of such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security

Each Grantor hereby grants to the Security Agent for the rateable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- 1.1 all United States patents, and all patent applications set forth in Schedule 1 hereto (as such Schedule 1 may be supplemented from time to time by supplements to the Security



Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit B to the Security Agreement (an "**IP Security Agreement Supplement**"), executed and delivered by such Grantor to the Security Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all other rights therein (the "**Patents**");

1.2 all United States trademark and service mark registrations and applications set forth in Schedule 1 hereto (as such Schedule 1 may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (the "**Trademarks**");

1.3 all copyrights, copyright registrations and applications set forth in Schedule 1 hereto (as such Schedule 1 may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (the "**Copyrights**");

1.4 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks, and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

1.5 any and all proceeds of the foregoing.

2. **Recordation**

Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks, and any other applicable government officer and authority in the United States record this IP Security Agreement.

3. **Execution in Counterparts**

This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. **Grants, Rights and Remedies**

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

5. **Governing Law**

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to its conflicts of law provisions.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GAMBRO AB (PUBL)

By 

Name: Lennart Johansson

Title: by power of attorney

Address for Notices:

103 91 Stockholm

Sweden

SCHEDULE 1

PATENTS, TRADEMARKS AND TRADE NAMES, COPYRIGHTS AND LICENSES

Gambro AB

PATENTS

Country	Patent Number	Owner	Grant Date	Expires	Title
US	6323182	Gambro AB	27-Nov-2001	05-Oct-2018	Concentrate for Dialysis Solution and use
US	6428706	Gambro AB	06-Aug-2002	19-Jan-2019	Safety arrangement for a Dialysis Machine and Method of activating the safety arrangement
US	6755976	Gambro AB	29-Jun-2004	19-Jan-2019	Safety arrangement for a Dialysis Machine and Method of activating the safety arrangement
US	6440311	Gambro AB	27-Aug-2002	14-Dec-2018	System and Method for Monitoring a Dosage Pump in a Dialysis Machine
US	6139748	Gambro AB	31-Oct-2000	21-Sep-2018	Method and Device for Monitoring an Infusion Pump
US	6861266	Gambro AB	01-Mar-2005	02-Dec-2018	Method and Device for Calculating Dialysis Efficiency
US	6806947	Gambro AB	19-Oct-2004	06-Sep-2019	Apparatus for Monitoring a Fluid Conduit (reflective priming detector - second optical sensor)
US	6601432	Gambro AB	05-Aug-2003	11-Jan-2020	Method and Apparatus for Checking Sensors
US	6640611	Gambro AB	04-Nov-2003	11-Jan-2020	Method and Apparatus for Checking Sensors
US	6510330	Gambro AB	21-Jan-2003	26-Nov-2019	Method And Device For Measuring Blood Parameters
US	6500549	Gambro AB	31-Dec-2002	08-Oct-2019	Bicompatible polymer film
US	6841255	Gambro AB	11-Jan-2005	08-Oct-2019	Bicompatible polymer film

TRADEMARKS

None

PATENT NYP-1545345.1

RECORDED: 11/29/2006

REEL: 018552 FRAME: 0677