

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to June 23, 2006 Patent, Trademark and License Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
BAXA CORPORATION	05/29/2009
RECEIVING PARTY DATA	
Name:	U.S. Bank National Association
Street Address:	10 North Hanley Road
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
PROPERTY NUMBERS Total: 26	
Property Type	Number
Patent Number:	6813868
Patent Number:	6976349
Patent Number:	6915619
Patent Number:	6957522
Patent Number:	6953450
Patent Number:	6338200
Patent Number:	5135491
Patent Number:	7207152
Patent Number:	7392638
Patent Number:	7469518
Patent Number:	7478513
Patent Number:	7081109
Patent Number:	7316669
Patent Number:	7396051

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PATENT
REEL: 022773 FRAME: 0247

CH \$1040.00 6813868

Patent Number:	D571912
Patent Number:	D579542
Application Number:	11173506
Application Number:	11125774
Application Number:	11433143
Application Number:	11242618
Application Number:	11433064
Application Number:	12135596
Application Number:	11565744
Application Number:	29283592
Application Number:	12405935
Application Number:	12120350

CORRESPONDENCE DATA

Fax Number: (314)552-7000

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

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Tiffany L. Schwartz

Address Line 1: ONE US BANK PLAZA

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299-62021
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NAME OF SUBMITTER:	Tiffany L. Schwartz
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Total Attachments: 13

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AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

This Amendment to Patent, Trademark and License Security Agreement made as of this ^{29th} day of May, 2009 by and between BAXA CORPORATION, a Colorado corporation ("Borrower") and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party").

WITNESSETH:

WHEREAS, Borrower has requested and Secured Party has agreed to amend and restate the Loan Agreement dated as of June 23, 2006 made by and between Borrower and Secured Party with a new Loan Agreement dated of even date herewith (as so restated, and as amended or further restated hereafter from time to time, the "Loan Agreement") to increase the amount of the Loans thereunder and to make the other revisions as more fully set forth therein; and

WHEREAS, in connection with such amendments, Borrower shall also execute and deliver to Secured Party an amended and restated Revolving Credit Note as more fully described in the amended and restated Loan Agreement; and

WHEREAS, in consideration of such amendments, Borrower has agreed to amend its existing Patent, Trademark and License Security Agreement dated as of June 23, 2006 made by Borrower in favor of and for the benefit of Secured Party (the "Patent, Trademark and License Security Agreement"), which amendments to the Patent, Trademark and License Security Agreement shall be on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the above stated premises and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. All references in the Patent, Trademark and License Security Agreement to the "Loan Agreement" and any other references of similar import shall henceforth mean the Loan Agreement, as amended and restated on the date hereof, and as the same may from time to time be further amended, modified, extended, renewed or restated. All capitalized terms used and not otherwise defined in the Patent, Trademark and License Security Agreement shall have the respective meanings ascribed to them in the Loan Agreement, as amended and restated on the date hereof, and as the same may from time to time be further amended, modified, extended, renewed or restated.

2. Schedules A and B to the Patent, Trademark and License Security Agreement are hereby respectively amended and restated in the forms of Schedules A and B attached to this Amendment to Patent, Trademark and License Security Agreement. Borrower hereby grants Secured Party a security interest in and lien on all of Borrower's right, title and interest in, to and under the Patents and in the applications for Patents listed in Schedules A and B attached hereto to the same extent of the grant of the security interest and lien in all Patents and applications for Patents as defined in and described in paragraph 1(a) of the Patent, Trademark and License Security Agreement.

3. Schedules C and D to the Patent, Trademark and License Security Agreement are hereby respectively amended and restated in the forms of Schedules C and D attached to this Amendment to Patent, Trademark and License Security Agreement. Borrower hereby grants Secured Party a security interest in and lien on all of Borrower's right, title and interest in, to and under the Trademarks and in the applications for Trademarks listed in Schedules C and D attached hereto to the same extent of the grant of the security interest and lien in all Trademarks and applications for Trademarks as defined in and

described in paragraph 1(b) of the Patent, Trademark and License Security Agreement and in all goodwill relating thereto.

4. Schedule E to the Patent, Trademark and License Security Agreement is hereby amended and restated in the form of Schedule E attached to this Amendment to Patent, Trademark and License Security Agreement. Borrower hereby grants Secured Party a security interest in and lien on all of Borrower's right, title and interest in, to and under the Licenses listed in Schedule E attached hereto to the same extent of the grant of the security interest and lien in all Licenses as defined in and described in paragraph 1(c) of the Patent, Trademark and License Security Agreement.

5. The Patent, Trademark and License Security Agreement, as hereby amended, shall continue to secure the Secured Obligations (as defined therein and as amended herein), including, without limitation all of Borrower's Obligations as defined in the Loan Agreement, as amended and restated on the date hereof. Upon the occurrence of an Event of Default, as defined in the Loan Agreement, Secured Party shall be entitled to and may exercise all rights and remedies under the Patent, Trademark and License Security Agreement and as otherwise provided by law, including without limitation, acceleration of all principal and interest outstanding under any of the Secured Obligations and foreclosure of the Collateral described therein.

6. Borrower hereby irrevocably authorizes Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction initial financing statements and/or any amendments thereto which (i) indicate the Collateral (A) as "all assets", "all personal property" or "all personal property and fixtures" of Borrower or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State of Colorado (the "Colorado UCC") or such other jurisdiction or (B) as being of an equal or lesser scope or with greater detail and (ii) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the applicable jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment. Borrower also ratifies its authorization for Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date of this Agreement.

7. Borrower hereby represents and warrants to Secured Party that:

(a) the execution, delivery and performance by Borrower of this Amendment to Patent, Trademark and License Security Agreement are within the corporate powers of Borrower, have been duly authorized by all necessary corporate action and require no action by or in respect of, filing with or consent of any governmental or regulatory body, instrumentality, authority, agency or official or any other person or entity. The execution, delivery and performance by Borrower of this Amendment to Patent, Trademark and License Security Agreement do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, and Borrower is not now in default under or in violation of, the terms of the Articles of Incorporation or Bylaws of Borrower, as amended, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality, authority, agency or official or any agreement, document or instrument to which Borrower is a party or by which Borrower or any of its property or assets is bound or to which Borrower or any of its property or assets is subject;

(b) this Amendment to Patent, Trademark and License Security Agreement has been duly executed and delivered by Borrower and constitutes the legal, valid and binding obligation of Borrower enforceable in accordance with its terms; and

(c) as of the date of this Amendment to Patent, Trademark and License Security Agreement, all of the covenants, representations and warranties of Borrower set forth in the Patent, Trademark and License Security Agreement are true and correct and no "Event of Default" (as defined in the Loan Agreement) under or within the meaning of the Patent, Trademark and License Security Agreement has occurred and is continuing.

8. Except to the extent amended by this Amendment to Patent, Trademark and License Security Agreement, all of the terms, provisions, conditions, agreements, covenants, representations, warranties and powers contained in the Patent, Trademark and License Security Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

9. All references in the Patent, Trademark and License Security Agreement to "this Agreement" and any other references of similar import shall henceforth mean the Patent, Trademark and License Security Agreement as amended by this Amendment to Patent, Trademark and License Security Agreement.

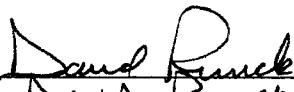
10. This Amendment to Patent, Trademark and License Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Borrower may not assign, transfer or delegate any of its rights or obligations under the Patent, Trademark and License Security Agreement as amended by this Amendment to Patent, Trademark and License Security Agreement.

11. This Amendment to Patent, Trademark and License Security Agreement shall be governed by and construed in accordance with the substantive laws of the State of Colorado (without reference to conflict of law principles).

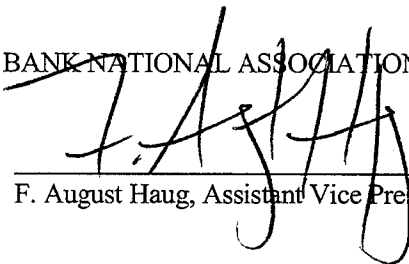
12. In the event of any inconsistency or conflict between this Amendment to Patent, Trademark and License Security Agreement and the Patent, Trademark and License Security Agreement, the terms, provisions and conditions contained in this Amendment to Patent, Trademark and License Security Agreement shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

BAXA CORPORATION

By: 
Name: DAVID RUNCK
Title: VP FINANCE

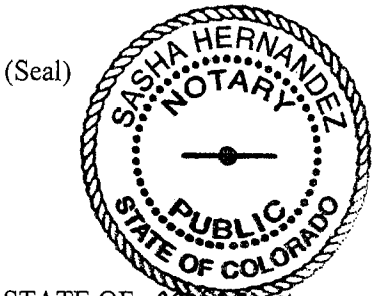
U.S. BANK NATIONAL ASSOCIATION

By: 
F. August Haug, Assistant Vice President

STATE OF Colorado)
COUNTY OF Douglas) SS.

On this 29th day of May, 2009, before me personally appeared Dave Runck, to me personally known, who, being by me duly sworn, did say that he is the VP Finance of BAXA CORPORATION, a Colorado corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Dave Runck acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Sasha Hernandez
Notary Public

My Commission Expires: 01/04/2011

STATE OF Missouri)
City) SS.
COUNTY OF St. Louis)

On this 2nd day of ~~May~~ June, 2009, before me appeared F. August Haug, to me personally known, who, being by me duly sworn, did say that he is an Assistant Vice President of U.S. Bank National Association, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said F. August Haug acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

Denise Haines
Notary Public

My Commission Expires: 3/1/2013



SCHEDULE A

UNITED STATES ISSUED PATENTS							
TITLE/ DESCRIPTION	LOC ATI ON	REF/ NO.	DATE FILED	SERIAL NUMBER	DATE ISSUED	PATENT NUMBER	STATUS
Rapid Fill Strip	US	-00004	8/10/2001	09/928,007	11/9/2004	6,813,868	Under Re-examination and appeal
Rapid Fill Filling Method	US	-00027	7/30/2003	10/630,059	12/20/2005	6,976,349	Issued Ex parte Reexamination Certificate (all claims cancelled)
Rapid Fill Handling Method	US	-00030	12/3/2003	10/727,142	7/12/2005	6,915,619	Issued Ex parte Reexamination Certificate w/claims 6039
Rapid Fill Labeling Method	US	-00031	12/3/2003	10/727,097	10/25/2005	6,957,522	Issued Ex parte Reexamination Certificate w/claims 5922
Patient Controlled Infusion Apparatus and Method	US	-00009	11/2/1990	07/608,283	1/28/1992	5,084,021	Expired
Old Repeater Pump Tubing Interface	US	-00012	6/8/1988	07/203,926	12/11/1990	4,976,590	Expired
Syringe Valve Set	US	-00022	8/22/2002	10/225,886	10/11/2005	6,953,450	Issued
Syringe Dose Identification System	US	N/A	10/8/1999	09/415,366	1/15/2002	6,338,200	Issued
Adjustable Controllable Accuracy-Enhancing Pump	US	N/A	6/8/1988	203,924	6/18/1991	5,024,347	Expired
	Reexamination		8/31/1994	90/003,547	5/23/1995	B1 5,024,347	Expired
Syringe Driver/Syringe/Tube Connecting Set Fluid Delivery Arrangement, and Tube Connecting Sets Therefore	US	N/A	6/30/1987	69,016	9/5/1989	4,863,429	Expired
Syringe Type Liquid Container Dispenser Adaptor	US	N/A	3/14/1980	130,327	3/2/1982	4,317,448	Expired
Syringe Type Liquid Container Dispenser Adaptor	US	N/A	6/19/1980	931,712	12/1/1981	4,303,071	Expired
Patient Controlled Infusion Apparatus and Method	US	N/A	11/2/1990	608,377	8/4/1992	5,135,491	Issued

Syringe Driver/Syringe/Tube Connecting Set Fluid Delivery Arrangement, and Tube Connecting Sets Therefore	US	N/A	6/30/1987	068,214	7/5/1988	4,755,172	Expired
Rapid Fill Filling Method w/sterilization	US	-00054	2/24/2006	11/361,326	4/24/2007	7,207,152	Issued
Rapid Fill Filling Method w/RF cap	US	-00055	2/28/2006	11/365,799	7/1/2008	7,392,638	Issued
Rapid Fill Handling Method w/ Packaging	US	-00063	6/29/2006	11/427,740	12/30/2008	7,469,518	Issued
Rapid Fill Labeling Method w/ strip and early steps	US	-00066	6/29/2006	11/427,751	1/20/2009	7,478,513	Issued
Multi-cap	US	-00021	8/22/2002	10/226,183	7/25/2006	7,081,109	Issued
Rapid Fill Cap	US	-00024	8/22/2002	10/226,599	1/8/2008	7,316,669	Issued
Swab-able Connector Pairs	US	-00034	1/14/2005	11/036,664	7/8/2008	7,396,051	Issued
Padlock Design	US	-00058	5/10/2006	29/259,672	6/24/2008	D571,912	Issued
CathCare Design	US	-00062	6/9/2006	29/261,235	10/28/2008	D579,542	Issued

FOREIGN ISSUED PATENTS							
TITLE/ DESCRIPTION	LOCATI ON	REF/ NO.	DATE FILED	SERIAL NUMBER	DATE ISSUED	PATENT NUMBER	STATUS
Rapid Fill Strip	Germany	-00083	8/10/2001	01970534.2	12/19/2007	60131986.9-08	Issued
Rapid Fill Strip	France	-00082	8/10/2001	01970534.2	12/19/2007	1313644	Issued
Rapid Fill Strip	UK	-00084	8/10/2001	01970534.2	12/19/2007	1313644	Issued
Tubing Clamp Design	EU	-00078	2/10/2008	000871157	2/1/2008	000871157-0001	Issued
Padlock Design	EU	-00071	11/9/2006	000617774	11/9/2006	000617774	Issued

SCHEDULE B

United States Patent Applications

UNITED STATES PATENT APPLICATIONS					
TITLE/ DESCRIPTION	REF. NO.	DATE FILED	SERIAL NUMBER	PUBLICATION NUMBER	STATUS
Syringe Valve Set	-00043	7/1/2005	11/173,506	US20050245883	Published
Multi-cap (membrane)	-00040	5/10/2005	11/125,774	US20060259013	Published
Pad-Lock	-00052	5/10/2006	11/433,143	US20060271000	Published
CathCare	-00041	10/3/2005	11/242,618	US20070088282	Published
Pad-lock Method	-00061	5/10/2006	11/433,064	US20070078443	Published
Dual Swab Method	-00085	6/9/2008	12/135,596	US20080264450	Published
RP2 (piston pump)	-00069	12/01/2006	11/565,744	US20070215235	Published
Tubing Clamp (Design)	-00067	8/17/2007	29/283,592	N/A	Pending
Hazardous Drug Handling	-00088	3/17/2009	12/405,935	N/A	Pending
Rapid Fill Filling Method	-00087	5/14/2008	12/120,350	US20080256903	Published

FOREIGN PATENT APPLICATIONS						
TITLE/ DESCRIPTION	LOCATION	REF NO.	DATE FILED	SERIAL NO.	PUBLICATION NO.	STATUS
Multi-Cap	EUROPE	-00028	8/22/2003	03019090.4	EP1391219 A2	Published
Rapid Fill Filling Method	EUROPE	-00077	8/10/2001	07022378.9	EP1882629	Published
Swab-able Connector Pairs	EUROPE	-00076	1/12/2006	06733703.0	EP1842002	Published
CathCare	EUROPE	-00079	5/10/2006	06759660.1	EP1896116	Published
CathCare Method	EUROPE	-00086	10/2/2006	06825351.7	EP1942966	Published
RP2 (Piston pump)	EUROPE	-00080	12/1/2006	06849056.4	EP1954342	Published

SCHEDULE C

United States Trademark Registrations

Name	Mark Drawing Code	Status	Registration Number	Serial Number	Notes
1. Exacta-Med®	Standard Character Mark	Registered	3186022	78665029	Cancelled as of February 26, 1991. Refiled application in June 2005. Registered 10/2006
2. MicroFuse®	Typed Drawing	Registered	2302872	75485472	Sent Declaration 8 and 15 to maintain registration in October 2005.
3. MicroFuse®	Design Plus Words, Letters, and/or Numbers	Registered	2386181	75485471	Sent Declaration 8 and 15 to maintain registration in October 2005.
4. CytoSafe® (Registered in Europe)	Typed Drawing	Registered	N2953476	78261966	Owned by Pfizer (Perth) Pty Ltd.
5. Baxa	Typed Drawing	Registered	3126626	78699469	Registered 8/8/2006
6. Baxa	Standard Characters	Registered	3129484	78699359	Registered 8/15/2006
7. CathCare	Typed Drawing	Registered	3424235	78699720	Registered 5/6/2008
8. PadLock	Typed Drawing	Registered	3345454	78700487	Registered 11/27/2007.
9. P2	Words, Letters, Numbers in Stylized Form	Registered	3420537	78884693	Registered 4/29/2008.
10. P2	Standard Character Mark	Registered	3464271	78844590	Registered 7/8/2008
11. P2 Technology	Standard Character Mark	Registered	3451142	78844650	Registered 7/8/2008.
12. P2 Technology	Logo	Registered	3424548	78871355	Registered 5/6/2008
13. PIBA	Standard Character Mark	Registered	3309224	78765397	Registered 10/9/2007

14. SureConnect	Logo	Registered	3363046	77155930	Registered 1/1/2008
15. SureConnect	Standard Characters	Registered	3363014	77091101	Registered 1/1/2008
16. Connect to Protect	Name	Registered	3524129	77438339	Registered 10/28/2008
17. STAR Center	Standard Characters	Registered	3440491	77318260	Registered 6/16/2008
18. STAR Center	Logo	Registered	3440492	77318316	Registered 6/16/2008
19. NeoThrive	Standard Characters	Registered	3537940	78700487	Registered 11/1/2008
20. NeoThrive	Logo	Registered	3538227	77284850	Registered 11/1/2008
21. Exacta-Mix		Registered in Canada	0638994	CA111083 200	Registration date: May 3, 2005.

SCHEDULE D

United States Trademark Applications

Name	Mark Drawing Code	Status	Registrati on Number	Serial Number	Notes
None					

Common Law Trademarks

Abacus
Adapta-Cap
Bandolier
Baxa Bucks
Direct-Entry
DiscPac
Exacta-Mix
Kwik-Vial
Label-Ease
Mark-a-Dose
MicroMacro
Rapid-Fill
Repeater
Two-Fer

SCHEDULE E

Licenses

1. Agreement with Rod Okamoto and Tom Diamantidis and Nutrishare, dated May 29, 1999. This license is non-exclusive, revocable upon the occurrence of certain conditions, assignable and for a term.
2. Intersourcing Service Model Agreement/Supplement to Ultimate Software Group, Inc. Software License and Support Maintenance Agreement dated April 4, 2001, dated on or about September 28, 2004, by and between the Company and the Ultimate Software Group. Also subject to the terms of the Purchase Agreement, dated April 4, 2001, by and between the Company and The Dovetail Group. This license is revocable upon termination and is assignable. Part of this license is for a term and the other part continues in effect until termination.
3. Services Agreement, dated April 30, 2002, by and between the Company and Revexion, LLC. The license is non-exclusive, non-assignable and non-transferable.
4. Supplier User Agreement, dated December 1, 2005, by and between the Company and Global Healthcare Exchange. This license is non-exclusive, non-assignable, and for a term.
5. Consolidated Agreement, dated February 4, 2002, by and between the Company and Bridgelogix. This license is non-exclusive and non-transferable.
6. Microsoft OEM Customer License Agreement for Embedded Systems, dated January 22, 2009, by and between the Company and Microsoft Licensing, GP. This license is non-exclusive, non-assignable, revocable upon breach and other conditions and for a term.
7. Microsoft Select Enrollment and Select Agreement dated March 1, 2009, by and between the Company and Microsoft Licensing, GP. This license is non-exclusive, assignable, revocable upon breach, and for a term.
8. Microsoft Enterprise Enrollment Agreement, dated March 1, 2009, by and between the Company and Microsoft Licensing, GP. This license is non-exclusive, assignable, revocable upon breach, and for a term.
9. Exclusive Distribution Agreement, dated November 8, 2007, by and between the Company and Caesarea Medical Electronics Ltd. The license is limited, non-exclusive, non-transferable, and fully paid (with the right to sublicense to wholesalers and distributors) to use each other's Marks during the Term.
10. Strategic Reseller Agreement original signed, November 1, 2007, as amended by and between the Company and GeoTech LLC, d/b/a MedKeeper. This license grants the Company an exclusive, non-transferable, worldwide right and license.
11. Strategic Reseller Agreement, dated May 27, 2008, by and between the Company and CriticalPoint, LLC. This license grants the Company a non-transferable, exclusive, worldwide right and license.