

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SterilMed Holdings, Inc.	07/15/2010
RECEIVING PARTY DATA	
Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Waker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6491625
CORRESPONDENCE DATA	
Fax Number:	(202)282-5100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-282-5202
Email:	eanderson@winston.com
Correspondent Name:	Winston & Strawn LLP
Address Line 1:	1700 K Street, N.W.
Address Line 2:	Patent Dept., Attn. Allan A. Fanucci
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-3817
ATTORNEY DOCKET NUMBER:	6737-128
NAME OF SUBMITTER:	Allan A. Fanucci
Total Attachments: 5 source=6737-128 - Patent Security Agreement - SterilMed Holdings Inc#page1.tif source=6737-128 - Patent Security Agreement - SterilMed Holdings Inc#page2.tif	

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PATENT SECURITY AGREEMENT

(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)

WHEREAS, SterilMed Holdings, Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Patents listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of July 15, 2010 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of July 15, 2010 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure its Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent (as defined in the Collateral Agreement and other than Excluded Property (as defined in the Collateral Agreement)) owned by Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Collateral Agreement and other than Excluded Property (as defined in the Collateral Agreement)) to which Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Patent License, including, without limitation, any Patent License identified in Schedule 1 hereto.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

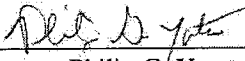
Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 15 day of July, 2010.

STERILMED HOLDINGS, INC.

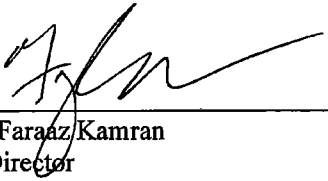
By: 
Name: Philip G. Yates
Title: Vice President

[Signature Page to Patent Security Agreement]

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: _____


Name: Faraaz Kamran
Title: Director

[Signature Page to Patent Security Agreement]

SCHEDULE 1
to
Patent Security Agreement

PATENTS

Grantor	Patent Title	Patent Application Number	Patent Registration Number	Patent Application Date	Patent Registration Date
SterilMed Holdings, Inc.	Endoscopy Testing Apparatus and Method	09/535,248	6,491,625	March 27, 2000	December 10, 2002