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Form PTO-1595 (Rev. 03-11) OMB No. 0651-0027 (exp. 04/30/2015) ARB

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U.S. DEPARTMENT OF COMMERCE United States Patent and Tracopy of Cofficial

RECORDATION FO	ORM COVER SHEET
PATEN	rs only
To the Director of the U.S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.
Name of conveying party(ies)	2. Name and address of receiving party(ies)
•	Name; Slad Healthcare S.p.A.
Genlao, Inc.	Internal Address:
Additional name(s) of conveying party(les) attached? Yes No. 3. Nature of conveyance/Execution Date(s): Execution Date(s) July 27, 2012	Street Address: Via Edison, 6, 20090
Assignment Merger Security Agreement Change of Name	City:
☐ Joint Research Agreement ☐ Government Interest Assignment	State: Assago
Executive Order 9424, Confirmatory License	Country: Italy Zip:
Other	Additional name(s) & address(es) attached? Yes No
4. Application or patent number(s):	document is being filed together with a new application.
A. Patent Application No.(s)	B. Pateni No.(s)
61/250,194; 29/424,693; 12/901,393; 11/824,602; and 85/382,892	US 758528B; 658911B; 715331B; 7798991; D426635; D44336D; D449887; D537941; and US7642013B
Additional numbers at	teched? Yes XNo
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 14
Name; Allen M. Levine, Esq.	7. Total fee (37 CFR 1.21(h) & 3.41) \$560.00
Internal Address: Street Address:3111 Stirling Road	Authorized to be charged to deposit account Enclosed None required (government Interest not affecting title)
Clty: Fort Lauderdále	8. Payment information
State: Florida Zip: 33312	
Phone Number; 954-985-4141	Deposit Account Number
Docket Number:	Authorized User Name
9. Signature:	August 13, 2012 Date
Signature A Haber Land Name of Person Signing	Total number of pages including cover sheet attachments (and documents) 6 5 25 1 4
Documents to be recorded fincluding cover shee	of) should be faxed to (67/1):273-0140; or mailed to: 5,8, of the USPTO, P.O.Box 1480, Aloxandria, V.A. 22313-1450

SECURITY AGREEMENT

This Security Agreement ("Security Agreement") effective as of the 13th day of August, 2012, is granted by Genico, Inc., a Florida corporation (the "Debtor") to Siad Healthcare S.p.A., an Italian corporation (the "Secured Party").

Background: The Debtor, the Secured Party, and Joseph LaPalombara entered into an Agreement dated effective as of August 13, 2012 (the "Agreement"). Secured Party desires to secure the prompt and complete payment, observance and performance of all of the obligations of Debtor to Secured Party, including creating a security interest in and first position lien on certain intellectual property assets of the Debtor.

In consideration of the promises, conditions, representations and warranties hereinafter set forth and for other good and valuable consideration, the Debtor covenants and agrees as follows:

- 1. Construction and Definition of Terms. All terms used herein without definition which are defined by the Florida Uniform Commercial Code (the "UCC") shall have the meanings assigned to them by the Florida Uniform Commercial Code, as amended from time to time, unless and to the extent varied by this Security Agreement or otherwise defined in the Agreement. All accounting terms used herein without definition shall have the meanings assigned to them as determined by GAAP. Whenever the phrase "satisfactory to Secured Party" is used in this Security Agreement such phrase shall mean "satisfactory To Secured Party in its sole discretion." The use of any gender or the neuter herein shall also refer to the other gender or the neuter and the use of the plural shall also refer to the singular, and vice versa. All capitalized undefined terms herein shall have the meanings set forth in the Agreement.
- 2. Security and Collateral. As security for the full and timely performance by the Debtor of its obligations under the Agreement, the Debtor hereby grants, pledges and assigns to the Secured Party a continuing security interest in and first position lien on the Debtor's assets (but subject and subordinate to the lien resulting from the "Tax Warrant" (as defined in Paragraph 6.G. of the Agreement)) (the "Security Interest"), which assets are described in Exhibit A attached hereto and incorporated herein by reference (all of which are herein referred to collectively as the "Collateral"), with the Security Interest continuing until all obligations of Debtor to Secured Party are paid in full. The Security Interest granted herein is a first position lien on the Collateral (but subject and subordinate to the lien resulting from the "Tax Warrant" (as defined in Paragraph 6.G. of the Agreement)); provided, however, Secured Party has given Debtor through close of business on August 17, 2012 (the "Post Closing Deadline") to cause the following UCC-1 Financing Statements to be released or subordinated to the interests of Secured Party (the "Post Closing Requirement"):

Document Nos. 201002291516 and 201002291508, in favor of Old Florida National Bank;

Document No. 201001918922, as amended by Document No. 201002884371 in favor of Gary W. Haberland, Olga Haberland, Robet J. Bowles, Mary Anne Bowles, John A. Farnella, Jr., John A. Farnella, Gregory A. Zittel, Colleen Zittel and Mark P. Bielawny;

Document No. 20100306629X in favor of Robert J. Bowles, John A. Farnella, Jr., and Gregory A. Zittel; and.

Document No. 201003176168 in favor of John A. Farnella and Karen A. Farnella.

On or prior to the date of this Security Agreement, the Debtor shall fully execute and deliver to the Secured Party the Financing Statement and USPTO Filing, and the Secured Party shall cause the same to be duly filed of record at the County, State and Federal level as and where the Secured Party deems appropriate and necessary to perfect the first position lien in the Collateral in favor of Secured Party.

- 3. Debtor's Representations and Warranties. The Debtor makes the following representations and warranties to the Secured Party, all of which shall be continuing in nature until the obligations secured by this Security Agreement are paid and satisfied in full:
- A. The Debtor has full power and authority (including full corporate power and authority) to execute and deliver this Security Agreement and to perform its obligations hereunder. This Security Agreement constitutes the valid and legally binding obligation of the Debtor, enforceable in accordance with its terms and conditions. All requisite action (corporate, trust, partnership or otherwise) has been taken by the Debtor in connection with the

entering into of this Security Agreement, the instruments referenced herein, and the consummation of this transaction.

- B. Except for the Lender Consent delivered by the Debtor to Secured Party pursuant to the Agreement, the Debtor does not have to give any notice to or obtain any authorization, consent, or approval of any person in order to consummate the transactions contemplated by this Security Agreement. No further consent of any partner, shareholder, Secured Party, investor, judicial or administrative body, governmental authority or other party is required
- C. The individuals executing this Security Agreement and the individuals executing the instruments and documents referenced herein on behalf of the Debtor, and the partners, officers or trustees of the Debtor, if any, have the legal power, right, and actual authority to bind the Debtor to the terms and conditions of those documents.
- D. The Security Interest granted to the Secured Party hereunder shall constitute a first position/first priority lien upon the Collateral. Debtor may not, and Secured Party does not authorize Debtor to, sell, lease, license, or assign any interest in the Collateral nor, without Secured Party's prior written consent, permit any other lien to be created or remain thereon except as may be subordinated and inferior to the Security Interest granted to the Secured Party.
- E. The Debtor has good and marketable title to the Collateral, and the Collateral has not been assigned and is not subject to any prior or superior security interest that is not terminated or subordinated by delivery of the UCC-3 Statements pursuant to the Agreement. Further, the Debtor hereby covenants and agrees to (i) timely file and pay all maintenance fees for patents and renewal fees for trademarks, (ii) notify the Secured Party of any infringement litigation, and agrees to cooperate with Secured Party in protecting the rights and defending the litigation at the expense of the Debtor, and (iii) promptly register any newly acquired or created intellectual property and notify Secured Party of any such newly acquired or created intellectual property so as to permit Secured Party to properly perfect the Security Interest as to the addition to the Collateral.
- F. The Debtor warrants and agrees to defend the Collateral against the claims and demands of all persons and parties asserting an interest prior or superior to the Security Interest in the Collateral as granted to Secured Party hereby.
- G. Debtor shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances, instruments and documents as Secured Party may request to vest in and assure to Secured Party its rights hereunder or in any of the Collateral, including, without limitation, placing legends on Collateral or on books and records pertaining to Collateral stating that Secured Party as a first position priority lien and security interest.

4. Events of Default. If one or more of the following-described Events of Default shall occur:

- (a) The Debtor (i) shall file a petition for adjudication as a bankrupt; (ii) shall file a petition or answer seeking reorganization or an arrangement under any bankruptcy or similar statute of the United States of America or any subdivision thereof or of any foreign jurisdiction; (iii) shall consent to the filing of a petition in any such bankruptcy or reorganization proceeding; (iv) shall consent to the appointment of a receiver or trustee or officer performing similar functions with respect to any substantial part of its property; (v) shall make a general assignment for the benefit of its Secured Party; or (vi) shall execute a consent to any other type of insolvency proceeding (under the Bankruptcy Act or otherwise) or any informal proceeding for the dissolution or liquidation of, or settlement of, claims against or winding up of affairs of, the Debtor; or
- (b) The appointment of a receiver or trustee or officer performing similar functions for the Debtor or for any of its assets, or the filing against the Debtor of a petition for adjudication as a bankrupt or insolvent or for reorganization under any bankruptcy or similar laws of the United States of America or of any state thereof or of any foreign jurisdiction, or the institution against the Debtor of any other type of insolvency proceeding (under the Bankruptcy Act or otherwise) or of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of, the Debtor, and the failure to have such appointment vacated or such petition or proceeding dismissed within thirty (30) days after such appointment, filing or institution; or
- (c) Default by the Debtor in making the payments due under Paragraph 2.C. of the Agreement, the failure of the Debtor to satisfy the Post Closing Requirement on or before expiration of the Post Closing Deadline or to comply with any other obligations under the Transaction Documents;

then unless waived in writing by the Secured Party the Debtor shall be in default under this Security Agreement and under the Agreement.

- 5. Secured Party's Remedies for Default. Upon the occurrence of an Event of Default, the Secured Party shall have the following remedies:
- (a) In case any one or more Events of Default shall occur and be continuing, the Secured Party may proceed to protect and enforce its rights or remedies either by suit in equity or by action at law, or both, whether for the specific performance of any covenants, agreement or other provision contained herein or any other legal or equitable right or remedy.
- (b) The Secured Party shall have all the rights given to it under this Security Agreement, the Agreement, the Florida Statutes and other applicable law.
- (c) Take possession of the Collateral, and for that purpose, so far as Debtor may give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom without any liability for suit, action or other proceeding, and require Debtor, at Debtor's expense, to assemble and deliver the Collateral to such place or places in Orange County or Broward County, Florida as Secured Party may designate; operate, manage and control the Collateral (including use of the Collateral and any other property or assets of Debtor in order to continue or complete performance of Debtor's obligations under any contracts of Debtor), or permit the Collateral or any portion thereof to remain idle or store the same, and collect all rents and revenues therefrom and sell or otherwise dispose of any or all of the Collateral upon such terms and under such conditions as Secured Party, in its sole discretion, may determine, and purchase or acquire any of the Collateral at any such sale or other disposition, all to the extent permitted by applicable law, and enforce Debtor's rights in and to the Collateral.
- (d) Effective upon the occurrence of an Event of Default and during the continuance thereof, Debtor hereby designates and appoints Secured Party and its designees as attorney-in-fact of Debtor, irrevocably and with power of substitution, with authority to endorse Debtor's name on any notes, acceptances, checks, drafts, money orders, instruments or other evidences of payment or proceeds of the Collateral that may come into Secured Party's possession; to execute proofs of claim and loss; to adjust and compromise any claims under insurance policies; and to perform all other acts necessary and advisable, in Secured Party's sole discretion, to carry out and enforce this Security Agreement and the other Transaction Documents. All acts of said attorney or designee are hereby ratified and approved by Debtor and said attorney or designee shall not be liable for any acts of commission or omission nor for any error of judgment or mistake of fact or law. This power of attorney is coupled with an interest and is irrevocable so long as any of the obligations owed by the Debtor to Secured Party remain unpaid or unperformed.
- (e) Commercial reasonableness and good faith require Secured Party to give Debtor no more than 10 days prior written notice of the time and place of any public disposition of Collateral or of the time after which any private disposition or any other intended disposition is to be made. Debtor hereby agrees that it is commercially reasonable for Secured Party to disclaim all warranties which arise with respect to the disposition of the Collateral.
- (f) Debtor agrees to pay to Secured Party on demand the amount of all expenses paid or incurred by Secured Party in consulting with counsel concerning any of its rights hereunder, under any of the other Transaction Documents or under applicable law, all expenses, including reasonable attorneys' fees and court costs paid or incurred by Secured Party in exercising or enforcing any of its rights hereunder, under any of the other Transaction Documents or under applicable law, together with interest on all such amounts at the highest rate permitted by applicable law.
- (g) Debtor hereby waives, to the extent the same may be waived under applicable law: (a) all claims, causes of action and rights of Debtor against Secured Party on account of actions taken or not taken by Secured Party in the exercise of Secured Party's rights or remedies hereunder, under any of the other Transaction Documents or under applicable law; (b) all claims of Debtor for failure of Secured Party to comply with any requirement of applicable law relating to enforcement of Secured Party's rights or remedies hereunder, under any of the other Transaction Documents or under applicable law; (c) all rights of redemption of Debtor with respect to the Collateral; (d) in the event Secured Party seeks to repossess any or all of the Collateral by judicial proceedings, any bond(s) or demand(s) for possession which otherwise may be necessary or required; (e) presentment, demand for payment, protest and notice of non-payment and all exemptions; and (f) any and all other notices or demands which by applicable law must be given to or made upon Debtor by Secured Party. Debtor agrees that Secured Party may

exercise any or all of its rights and/or remedies hereunder, under any of the other Transaction Documents and under applicable law without resorting to and without regard to any Collateral.

6. Miscellaneous.

- (a) This Security Agreement and all rights hereunder shall be governed by the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. The Debtor hereby waives any right to jury trial in the event any party files an action relating to this Security Agreement or to the transactions or obligations contemplated hereunder. The Debtor submits to the jurisdiction of any state or federal court sitting in Broward County, Florida, in any action or proceeding arising out of or relating to this Security Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. The Debtor agrees not to bring any action or proceeding arising out of or relating to this Security Agreement in any other court, and the Debtor waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto. The Debtor agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.
- This Security Agreement shall bind and inure to the benefit of, and the terms "Debtor," and "Secured Party" respectively, as used in this Security Agreement shall include, their respective successors, nominees, executors and permitted assigns, and further, this Security Agreement is binding upon and inure to the benefit of all parent companies, affiliates, subsidiaries, related companies, executors, administrators, personal representatives, heirs, successors, and assigns of the Parties. The Debtor may not assign its rights, interests, or obligations hereunder or in any of the Collateral, without in each instance, the prior written approval of the Secured Party. Notwithstanding the foregoing, the Debtor may, without the consent of Secured Party, assign its entire interest in the Collateral, subject to the continuation of this Security Agreement, to any successor to the Debtor by sale, merger, acquisition, consolidation or reorganization (which may include a change in the type of entity structure of the Debtor) provided that such sale, merger, acquisition, consolidation or reorganization does not entail a change of control of the Company other than a change of control as a result of a sale, merger, acquisition, consolidation or reorganization with an entity that is controlled by one or more of Gary W. Haberland, John A. Farnella, Jr., Gregory A. Zittel, and/or Robert J. Bowles, each of whom is a current member of the Board of Directors of the Company (the "Designated Board Members") or their respective affiliates (collectively a "Corporate Transfer"), provided, however, that the Debtor gives at least three (3) business days prior written notice of the Corporate Transfer and its effective date to Secured Party and records, at the sole cost and expense of Debtor, any and all amendments requested by Secured Party to continue or update the Security Interest in the Collateral in favor of Secured Party ("Permitted Transfer"). Any change in control of the Debtor shall require Secured Party's prior written consent, other than a change of control that is a Corporate Transfer or a change of control resulting from the conversion into equity of the Company, any of the existing (i) Company debt owed to one or more of the Designated Board Members, or (ii) unpaid deferred salary owed by the company to Gary W. Haberland. In the event of a Permitted Transfer, the assignee or transferee, as the case may be, shall consent and agree to become jointly and severally responsible for fulfilling all of the obligations of the Debtor under the Transaction Documents.
- (c) All notices or other communications required or permitted hereunder must be in writing, and must be personally delivered (including by means of professional messenger service) or sent by overnight courier, and addressed to the intended recipient at the address set forth in the Agreement. The addresses stated therein may be changed as to the applicable party by providing the other party with notice of such address change in the manner provided in the Agreement. All notices shall be deemed received on the date delivered or, if delivery is refused, on the date of attempted delivery.
- (d) Titles to the sections of this Security Agreement are solely for the convenience of the parties hereto and are not an aid in the interpretation of this Security Agreement or any par thereof.
- (e) The Debtor and the Secured Party have participated jointly in the negotiation and drafting of this Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Security Agreement shall be construed as if drafted jointly by them and no presumption or burden of proof shall arise favoring or disfavoring either of them by virtue of the authorship of any of the provisions of this Security Agreement.
- (f) The Debtor acknowledges and agrees that the Secured Party would be damaged irreparably in the event any of the provisions of this Security Agreement are not performed in accordance with their specific terms or

otherwise are breached. Accordingly, the Debtor agrees that the Secured Party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Security Agreement and to enforce specifically this Security Agreement and the terms and provisions hereof in addition to any other remedy to which they may be entitled, at law or in equity.

- This Security Agreement, to the extent signed and delivered by means of a facsimile, digital imaging, PDF, or other electronic means (collectively a "Electronic Signature"), shall be treated in all manner and respects as a legally binding execution counterpart, with the same force and effect as original signed version thereof delivered in person. No Party shall raise the use of an Electronic Signature as a defense to the formation of a contract and each such party forever waives any such defense.
- In the event of the bringing of any action, proceeding or suit at law or in equity by a party hereto against another party hereunder to interpret any provision of this Security Agreement or any of the Transaction Documents, or by reason of any alleged breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Security Agreement or any of the Transaction Documents, or for damages or other relief by reason of an alleged breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Security Agreement or any of the Transaction Documents, then in that event the prevailing party will be entitled to have the recovery of and from the other party all costs and expenses of the action, proceeding or suit, including reasonable attorneys' fees, through the appellate process and post-judgment recovery.
- Time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.
- If any term, provision or condition, or any part thereof, of this Security Agreement or any of the other Transaction Documents shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Security Agreement and the other Transaction Documents shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- The Background recitals hereto are hereby incorporated into and made a part of this Security Agreement.

GENICO, INC., a Florida corporation

By: Gary W. Haberland, Chief Executive Officer

STATE OF FLORIDA

COUNTY OF OVANCE

The foregoing instrument was acknowledged before me this 13 day of ANOS 72012, by Gary W. Haberland as President of Genico, Inc., a Florida corporation, who is personally known to me, or produced as identification, and has/has not take an oath. If no type of identification is indicated,

the above-named person is personally known by me.

My Commission Expires:

KATLYN NOEL TISSUE MY COMMISSION # EE003445 EXPIRES June 23, 2014 FloridaNotaryService.com

EXHIBIT "A"

The collateral ("Collateral") is defined as and shall mean any and all right, title or interest of Debtor in and to:

- (i) all intellectual property consisting of any and all right, title or interest of Debtor in and to any trademark, patent, copyright or other such intellectual property rights of Debtor whether now existing or hereafter acquired or created, together with all goodwill associated therewith, and including but not limited to those patent and patent applications more specifically listed on Schedule 1 (Patent and Patent Application Summary) attached hereto and incorporated herein by reference, and the inventions described and claimed in those patents including:
 - a. any future improvements whether patented or unpatented; any future patents
 that may be issued upon these patents and their original applications,
 together with any reissue, extension, division, or continuation of the
 application;
 - all present or future royalties, profits, or other fees paid or payment or payments made or to be made to Debtor with respect to these patents or future patents; and,
 - all rights, interests, claims and demands that Debtor has or may have in damages for past and future infringements regarding these patents or any future patents;
- (ii) molds and tools, as more specifically listed on Schedule 2 (Mold and Tool Summary) attached hereto and incorporated herein by reference; and
- (iii) all replacements, income, rents, royalties, issues, profits, proceeds, benefits, rights, interests, goodwill, and any claims or demands that Debtor has or may have in damages for past and future infringements, all as regarding any and all of the foregoing described in subparagraphs (i) and (ii) above.

Exhibit A

SCHEDULE 1

Patent and Patent Application Summary

Description	Document	Serial No	Filing Date	Patent No.	Issue Date.	Status
	Type		0/40/4000	DAGGGE	6/12/0000	
Combination Trocar, Cannula and Valve (Design Patent)	Patent	092411	8/18/1998	D426635	6/13/2000	Active
Combination Obturator, Valve Assembly, and	Patent	29/	1/26/2000	D449887	10/30/2001	Active
Cannula (Design Patent)	i dicin	117520	172072000	D-14300#	10/30/2001	Nouve
Trocar System Having Cannula with Finger Grips	Patent	09/	2/20/2000	6569119	5/27/2003	Active
Finger grips on cannula wings (Utility Patent)		580616			J	
Distal end of Obturator for a Trocar (Dexterity	Patent	29 /	3/22/2000	D443360	6/5/2001	Active
Surgical)		120614				
Trocar System Having Shielded Trocar (Utility	Patent	09/	5/30/2000	7153319	12/26/2006	Active
Patent)		580721				
Combination Medical Clamp and Medical Coupler	Patent	29 /	3/9/2004	D537941	3/6/2007	Active
Hasson Clamp/Coupler (Design Patent)		201040				
Surgical Device Having Trocar and Associated Methods		11 / 824602	6/28/2007	·		Active
T	Datast	11/	8/15/2006	US 7585288 B2	9/8/2009	Active
Trocar and Cannula Assembly Having Conical Valve and Related Methods	Patent	503314	0/15/2006	US /303200 BZ	9/0/2009	Active
Trocar and Cannula Assembly Having Conical Valve	Patent	11/	5/25/2007	US 7842013 B	11/30/2010	Active
and Related Methods - (New "Bump Valve Ref:	, men	807202	J/LJ/LOU/	00 70 420 10 15	11100/2010	7.0070
11/503,314, 11/153,860, 10/879,644)		50.202				
Trocar and Cannula Assembly Having Variable	Patent	11/	11/14/2007	7798991	9/21/2010	Active
Opening Sealing Gland and Related Methods		985265		1		
(Utility Patent)						
(Rogelio - Simple & Improved valve)	Application	61/	10/9/2009			Active
		250194				
Trocar and Cannula Assembly Having Improved	Application	12/	10/9/2009			Active
Conical Valve and Related Methods		901393				
Trade Dress protection for the handle	Trade dress	85/38289				Active
		2	211.112.1	<u> </u>		A 41
Medical Instrumentation Handle (Design Patent)	Application	29 /	6/14/2012		*	Active
		424693		<u> </u>	L	

Schedule 1 to Exhibit A

SCHEDULE 2

Mold and Tool Summary

Description	Purchase Date	Purchase Price
Stacking Jack Pallets	3/22/2000	1,171
KNOX	3/31/2000	14,915
KNOX	6/30/2000	1,275
KNOX	8/31/2000	500
MOD 5MM SHEATH	3/28/2001	1,325
MOD 10MM SHEATH	3/28/2001	1,325
MOD 12MM SHEATHE	5/21/2001	1,325
NEW 8 CAVITY STEEL MOLD TO PRODUCE GENICON PART 50	9/7/2001	8,250
TOOL CHARGE FOR SECONDARY VALVE	12/18/2001	600
TOOLING CHARGE FOR SECONDARY VALVE TOOLS	12/18/2001	500
TOOLING	1/31/2002	500
DIE CUT TOOLING FOR GENICON LC PART #5000-102. PE	2/4/2003	247
TOOLING FOR THE MODIFICATION OF SLITTING DIE PER T	2/6/2003	306
DUSO - BOX 1 MOUNTING FOR CUSTOM PLATE	2/21/2003	247
TOOLING FOR THE MODIFICATION OF SLITTING DIE PER T	3/3/2003	306
DUSO - DIE CUT TOOLING FOR GENICON LC	9/16/2003	795 ·
COLOR PLATES	9/16/2003	300
PRINTING PLATES	2/17/2005	240
TOOLING FOR 5000-003 REV YH	7/28/2005	5,700
13000-250-MLD REV XD OPEN PORT CONE	8/18/2005	4,290
5000-004 REV XE 10/12MM VALVE CAP HOUSING 4 CAVITY	8/19/2005	5,533
4 CAVITY COLD RUNNER	8/19/2005	3,833
5000-007 REV XH 10/12MM VALVE CAP SEAL RING 4 CAVI	8/19/2005	3,833
TO DESIGN AND MODIFY THE THREE MUD INSERTS INTHO T	8/25/2005	5,800
FREIGHT	8/25/2005	63
CAVITY COLD RUNNER	10/7/2005	5,533
4 CAVITY COLD RUNNER	10/7/2005	3,833
4 CAVITY COLD RUNNER	10/7/2005	3,833
CAVITY COLD RUNNER	10/7/2005	5,534
4 CAVITY COLD RUNNER	10/7/2005	3,834
4 CAVITY COLD RUNNER	10/7/2005	3,834
UNI-8100-020	2/17/2006	2,500
KDL Cavity Mold	4/30/2006	5,100
Home Depot - Air Compressor	5/11/2006	950
Tooling For 5000-010 - New 171 Hole Diameter	3/8/2007	9,728
Scope Support Ring Tool - 8300-003 Tool	3/14/2007	11,345
5000-010 W/Bumps - Concept Valve Design	4/1/2007	5,500
Tooling For Scope Support Seals	4/1/2007	550
9000-450/500 Tool-Red/Green Slide Valve Tool	4/9/2007	26,400
5001-002/7001-002 Tool - 10x100, 15x100 Smooth Can	4/9/2007	36,200
4101-002 Tool - 5x100 Smooth Cannula Tool	4/9/2007	30,000
8300-005, 8300-006 Tool - 10/15mm Left Right Blade	4/9/2007	43,000
8500-001 Tool - 15mm Bladeless Tip Tool	4/9/2007	19,800
Phase 1A Pad Printing Fixture/Cliches	4/9/2007	6,045
Press Fixture For Assy 8500-020	4/9/2007	3,300
Sonic Weld Nest For Assy 8300-012	4/9/2007	420
A-3		Schedule 2 to Exhibit A

ACTIVE: \$15721/313512:3998142_5

	,	
Uv Bonding Fixture For 8500-011	4/9/2007	500
Die Cut For 4000-094	5/14/2007	1,050
Die Cut For 2000-091 Rev E	5/14/2007	900
Die Cut Insert Card For 4000-701 Rev C	5/14/2007	1,350
Die Cut Card For 7000-715 Rev A	5/14/2007	1,650
Heat Seal Tool For 2000-093 Rev C	5/14/2007	1,050
Heat Seal Tooling For 2000-095 Rev A	5/14/2007	1,300
Cutting Die For 20L-092 Rev A	6/6/2007	494
5mm/8mm Flange Adapter Tool	6/12/2007	22,500
10x150 Smooth Cannula Insert Tool	6/12/2007	9,375
12x150 Smooth Cannula Insert Tool	6/12/2007	9,375
15x150 Smooth Cannula Insert Tool	6/12/2007	9,375
5x70 Smooth Cannula Insert Tool	6/12/2007	9,375
5x150 Smooth Cannula Insert Tool	6/12/2007	9,375
8x100 Smooth Cannula Insert Tool	6/12/2007	9,375
5mm/10mm Bladeless Tip Tool Base	6/12/2007	11,900
8mm Bladeless Tip Insert Tool	6/12/2007	5,200
12mm Bladeless Tip Insert Tool	6/12/2007	5,200
5mm Bladeless Tip Insert Tool	6/12/2007	6,400
10mm Bladeless Tip insert Tool	6/12/2007	6,400
Plate Charges For 5000-103, 5000-102, 5000-101	6/20/2007	224
Tooling Modification	7/20/2007	350
Update Cap Housing Tool	7/25/2007	2,300
1906-002 Rev A Tooling-5mm Reducer Plug Valve Tool	7/26/2007	12,330
Slitting Tool	7/26/2007	2,165
Pad Printing Clinches	8/3/2007	2,800
Scope Support Seal Tool	8/22/2007	918
Tool Mod - 5000-006	10/30/2007	2,985
Duckbill Tool Modifications 5000-008	3/10/2008	2,750
Duckbill Tool 5000-008	3/13/2008	15,300
Modify Tooling For 1906-001 Rev L	4/9/2008	736
Mold Modification To Produce 5x70 Pyramidal Tip Tro	7/14/2009	3,780
Mold Modification To Produce 5x100 Pyramidal Tip T	7/14/2009	3,780
Inserts To Achieve Virtual Sharp - Pyramidal Troca	7/14/2009	1,400
Tooling Insert To Produce 5x100 Threaded Cannula	10/5/2009	5,100
Tooling Insert To Produce 5x70 Threaded Cannula	10/5/2009	5,100
Tooling For 8mm Bladeless	11/9/2009	6,038
Tooling For Inserts, 8 Cavity Per Drawings For 500	11/13/2009	13,247
Mold Base Modification From Old Clairson Tooling	1/22/2010	
Inserts For 10mmx100mm Threaded Cannula	2/18/2010	5,100
Inserts For 12mmx100mm Threaded Cannula	2/18/2010	5,100
Inserts For 12mmx100m Smooth Cannula	2/18/2010	5,100
Stryker Ahto Pump	3/1/2010	500
Crd200ss W/Stainless Steel ? Base W/ JUNIS Small J	3/2/2010	2,150
Bluewave 200 With Intest Part #38905?	4/9/2010	4,196
Light Guide 1x8mmx1m Part #5722	4/9/2010	. 799
Applicator Lot #2275	4/15/2010	1,075
Insert For Applicator	4/15/2010	397
Assemply Fixture Left Side Bladeless	4/15/2010	294
Assembly Fixture - Right Side Bladelss Handle Asse	4/15/2010	295
Design And Bulld Sliding Core Pin And Bushing For	5/14/2010	3,900
Tooling For Custom Extrusion Pin/Die & Cutter Bush	6/3/2010	2,472
A-4		Schedule 2 to Exhibit

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Tooling For Probe Knob	6/11/2010	.12,000
Suction Irrigation Handplece	6/18/2010	133,000
Tooling Repair-Repair Threaded End Of 10 Mm Shield	6/22/2010	3,780
Tooling Modification-Add Straight Lock To Control	6/22/2010	2,285
Tooling Modifications- Polish Cavity And Add Sligh	6/22/2010	560
Tooling Modification - Add Three Ribs To Plunger S	6/22/2010	1,370
Tool Mod Chngs For Both 5x100 Shielded Handle Inse	6/22/2010	1,820
Cngs For Both 5x70 Shielded Handle Inserts To Shor	6/22/2010	1,820
5mm Sheath Tooling Modification	6/22/2010	850
10mm Sheath Tooling Modification	6/22/2010	1,950
12mm Sheath Tooling Modification	6/22/2010	1,950
Modify Existing Suction Irrigation Cap Family Cap	6/28/2010	10,900
Applicator - Ventrex	7/16/2010	397
Insert for Applicator	7/16/2010	1,075
New 8 LIM Cavity Tool Of 7500-003 Silicone membran	8/17/2010	4,200
Create additional insert of 5000-008 Rev L	8/17/2010	
Create additional insert of 5000-000 Nev C		3,640
	8/17/2010	3,640
Created a pair of inserts to modify Suction Irriga	8/20/2010	4,200
Design and build 1 + 1 P20 cold runner tool which	8/31/2010	17,920
Medplast Tooling For 5000-010 Rev G	5/11/2011	5,900
Cutting Die	8/16/2011	820
Print Plate	8/16/2011	696
Modify Mold Base To Accommodate New H-13 Incerts	10/25/2011	8,950
Modify 1 Single Cavity Mold Per Data 1000-007t-E (10/25/2011	6,900
Mold With Interchangable Cavity Incerts	10/25/2011	25,580
Tooling Single Cavity Lsr Insert	11/8/2011	4,500
5000-010 Rev H 1 Cavity Tool	12/15/2011	7,069
7 Additional Inserts	1/17/2012	3,500
Mold With Inserts	2/22/2012	600
Arbor Press For Suction Plunger	3/7/2012	2,000
Nest To Locate And Assemble 2 Spring Loaded Valves	3/19/2012	2,000
Tooling 2000-020	3/31/2012	5,155
Tooling 2400-020	3/31/2012	5,155
Tooling 1300-020	3/31/2012	5,155
09-020	5/25/2012	700
09-020	5/25/2012	1,600
REPAIR SLITTING TOOL	5/25/2012	900
PRINT PLATE - 5000-007_C	6/4/2012	500
TOOLING MODIFICATION	6/5/2012	675
NEW ASSET #0060-0002	6/22/2012	400
REPAIR ASSET #0060-003	6/22/2012	340
Tooling/Product Molds Total		823,695

SCHEDULE 2

Mold and Tool Summary

Description	Purchase Date	Purchase Price
Stacking Jack Pallets	3/22/2000	1,171
KNOX	3/31/2000	14,915
KNOX	6/30/2000	1,275
KNOX	8/31/2000	500
MOD 5MM SHEATH	3/28/2001	1,325
MOD 10MM SHEATH	3/28/2001	1,325
MOD 12MM SHEATHE	5/21/2001	1,325 _°
NEW 8 CAVITY STEEL MOLD TO PRODUCE GENICON PART 50	9/7/2001	8,250
TOOL CHARGE FOR SECONDARY VALVE	12/18/2001	600
TOOLING CHARGE FOR SECONDARY VALVE TOOLS	12/18/2001	500
TOOLING	1/31/2002	500
DIE CUT TOOLING FOR GENICON LC PART #5000-102. PE	2/4/2003	247
TOOLING FOR THE MODIFICATION OF SLITTING DIE PER T	2/6/2003	306
DUSO - BOX 1 MOUNTING FOR CUSTOM PLATE	2/21/2003	247
TOOLING FOR THE MODIFICATION OF SLITTING DIE PER T	3/3/2003	306
DUSO - DIE CUT TOOLING FOR GENICON LC	9/16/2003	795
COLOR PLATES	9/16/2003	300
PRINTING PLATES	2/17/2005	240
TOOLING FOR 5000-003 REV YH	7/28/2005	5,700
13000-250-MLD REV XD OPEN PORT CONE	8/18/2005	4,290
5000-004 REV XE 10/12MM VALVE CAP HOUSING 4 CAVITY	8/19/2005	5,533
4 CAVITY COLD RUNNER	8/19/2005	3,833
5000-007 REV XH 10/12MM VALVE CAP SEAL RING 4 CAVI	8/19/2005	3,833
TO DESIGN AND MODIFY THE THREE MUD INSERTS INTHO T	8/25/2005	5,800
FREIGHT	8/25/2005	63
CAVITY COLD RUNNER	10/7/2005	5,533
4 CAVITY COLD RUNNER	10/7/2005	3,833
4 CAVITY COLD RUNNER	10/7/2005	3,833
CAVITY COLD RUNNER	10/7/2005	5,534
4 CAVITY COLD RUNNER	10/7/2005	3,834
4 CAVITY COLD RUNNER	10/7/2005	3,834
UNI-8100-020	2/17/2006	2,500
	4/30/2006	5,100
KDL Cavity Mold	5/11/2006	950
Home Depot - Air Compressor Tooling For 5000-010 - New .171 Hole Diameter	3/8/2007	9,728
	3/14/2007	11,345
Scope Support Ring Tool - 8300-003 Tool 5000-010 W/Bumps - Concept Valve Design	4/1/2007	5,500
Tooling For Scope Support Seals	4/1/2007	550
	4/9/2007	26,400
9000-450/500 Tool-Red/Green Slide Valve Tool	4/9/2007	36,200
5001-002/7001-002 Tool - 10x100, 15x100 Smooth Can		30,000
4101-002 Tool - 5x100 Smooth Cannula Tool	4/9/2007	43,000
8300-005, 8300-006 Tool - 10/15mm Left Right Blade	4/9/2007	-
8500-001 Tool - 15mm Bladeless Tip Tool	4/9/2007	19,800
Phase 1A Pad Printing Fixture/Cliches	4/9/2007	6,045
Press Fixture For Assy 8500-020	4/9/2007	3,300
Sonic Weld Nest For Assy 8300-012	4/9/2007	420

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	· ·	2007 500	
	Die Cut For 4000-094 5/14/	· · · · · · · · · · · · · · · · · · ·	
Ż	Die Cut For 2000-091 Rev E 5/14/		
	Die Cut Insert Card For 4000-701 Rev C 5/14/		
	Die Cut Card For 7000-715 Rev A 5/14/	•	
•	Heat Seal Tool For 2000-093 Rev C 5/14/	•	
		2007 1,300	
	·	2007 494	•
	5mm/8mm Flange Adapter Tool 6/12/	•	
•	10x150 Smooth Cannula Insert Tool 6/12/	•	
	12x150 Smooth Cannula Insert Tool 6/12/		
	15x150 Smooth Cannula Insert Tool 6/12/		
	5x70 Smooth Cannula Insert Tool 6/12/	2007 9,375	
	5x150 Smooth Cannula Insert Tool 6/12/	2007 9,375	
	8x100 Smooth Cannula Insert Tool 6/12/	2007 9,375	
	5mm/10mm Bladeless Tip Tool Base 6/12/	2007 11,900	
	8mm Bladeless Tip Insert Tool 6/12/	2007 5,200	
	12mm Bladeless Tip Insert Tool 6/12/	2007 5,200	
	5mm Bladeless Tip Insert Tool 6/12/	2007 6,400	
	10mm Bladeless Tip Insert Tool 6/12/	2007 6,400	
	Plate Charges For 5000-103, 5000-102, 5000-101 6/20/	2007 224	
	Tooling Modification 7/20/	2007 350	
	Update Cap Housing Tool 7/25/	2007 . 2,300	
	1906-002 Rev A Tooling-5mm Reducer Plug Valve Tool 7/26/	2007 12,330	
	Slitting Tool 7/26/	2007 2,165	
	Pad Printing Clinches 8/3/	2007 2,800	•
	Scope Support Seal Tool 8/22/	2007 918	
	Tool Mod - 5000-006 10/30/	2007 2,985	
	Duckbill Tool Modifications 5000-008 3/10/	2008 2,750	
	Duckbill Tool 5000-008 3/13/	2008 15,300	
	Modify Tooling For 1906-001 Rev L 4/9/	2008 736	
	Mold Modification To Produce 5x70 Pyramidal Tip Tro 7/14/	2009 3,780	
	Mold Modification To Produce 5x100 Pyramidal Tip T 7/14/	2009 3,780	
	Inserts To Achieve Virtual Sharp - Pyramidal Troca 7/14/	2009 1,400	
	Tooling Insert To Produce 5x100 Threaded Cannula 10/5/	2009 5,100	•
	Tooling Insert To Produce 5x70 Threaded Cannula 10/5/	2009 5,100	
	Tooling For 8mm Bladeless 11/9/		
	Tooling For Inserts, 8 Cavity Per Drawings For 500 11/13/	2009 13,247	
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	Stryker Ahto Pump 3/1/	2010 500	
	Crd200ss W/Stainless Steel ? Base W/ JUNIS Small J 3/2/	2010 2,150	
	Bluewave 200 With Intest Part #38905? 4/9/	2010 4,196	
	Light Guide 1x8mmx1m Part #5722 4/9/	2010 799	. •
	Applicator Lot #2275 4/15/	2010 1,075	
	Insert For Applicator 4/15/	2010 397	
	Assemply Fixture Left Side Bladeless 4/15/	2010 294	
	Assembly Fixture - Right Side Bladelss Handle Asse 4/15/	2010 295	
	Design And Build Silding Core Pin And Bushing For 5/14/	2010 3,900	
	7 m - m - g - m - m - m - m - m - m - m -	2010 2,472	
	A-4	Schedule 2 to Exhi	bit A

ACTIVE: S15721/313512:3998142_5

Tooling For Probe Knob	6/11/2010	12.000
Suction Irrigation Handplece	6/18/2010	12,000 133,000
·	6/22/2010	•
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09-020	5/25/2012	1,600
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REPAIR ASSET #0060-003	6/22/2012	340
Tooling/Product Molds Total		823,695

Schedule 2 to Exhibit A

RECORDED: 10/02/2012