

RECOF  
TRA

09-28-1998

Docket No.:

mes 9-24-98



100840420

Tab settings

original documents or copy thereof.

1. Name of conveying party(ies):

Imagyn Medical Technologies, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: BT Commercial Corporation

Internal Address: Suite 8400

Street Address: 233 South Wacker Drive

City: Chicago State: IL ZIP: 60606

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 24, 1998

4. Application number(s) or registration numbers(s):

75,381,934

A. Trademark Application No.(s)

(75/381,934)

B. Trademark Registration No.(s)

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David J. Richter, Esq.

Internal Address: Suite 1600

Street Address: Rudnick & Wolfe

203 North LaSalle Street

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-2284

DO NOT USE THIS SPACE

09/25/1998 TTON11 00000151 75381934

01 FC:481 40.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David J. Richter

Name of Person Signing

David J. Richter  
Signature

9/23/98  
Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

*[Signature]*  
"GUARANTOR"

**SUPPLEMENTAL TRADEMARK AND  
LICENSE SECURITY AGREEMENT (GUARANTOR)**

This **SUPPLEMENTAL TRADEMARK AND LICENSE SECURITY AGREEMENT** ("Agreement") is entered into this 24<sup>th</sup> day of August, 1998 by and between **IMAGYN MEDICAL TECHNOLOGIES, INC.**, a Delaware corporation ("~~Borrower~~"), and **BT COMMERCIAL CORPORATION**, having offices at 233 South Wacker Drive, Suite 8400, Chicago, Illinois 60606, as agent (the "Agent"), for the "Lenders" (as such term is defined in the Amended and Restated Credit Agreement referred to below).

**W I T N E S S E T H:**

**WHEREAS**, the Agent, the Lenders, Guarantor and Borrowers, have entered into a Credit Agreement dated as of December 30, 1997 (the "Existing Credit Agreement"), pursuant to which the Lenders have made loans, advances and other financial accommodations to the Borrowers thereunder; and

**WHEREAS**, Guarantor has executed and delivered to Agent of Lenders that certain Guaranty of even date herewith (the "Guaranty"); and

**WHEREAS**, the Guarantor and the Agent entered into that certain Trademark and License Security Agreement dated as of December 30, 1997 ("Security Agreement") in conjunction with the Existing Credit Agreement; and

**WHEREAS**, the Guarantor and Agent desire to amend the Schedules of the Security Agreement to reflect new trademarks and pending applications and licensed trademarks which arose or were identified after December 30, 1997, and which are subject to the Security Agreement pursuant to section 4 thereof;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees as follows:

1. The recitals contained in this Agreement are an integral part hereof and this Agreement shall be construed in light of such recitals.
2. The Security Agreement is in full force and effect and is continuing in accordance with all of its terms.
3. The Schedules to the Security Agreement are hereby amended to reflect the inclusion, revision or deletion of the trademarks, trademark applications and licensed trademarks set forth on

Schedule S1 hereto (the "Additional Trademarks"), all of which are subject to the continuing, first priority security interest granted to Agent for the benefit of the Lenders pursuant to the terms of the Security Agreement.

4. The trademarks, trademark applications and licensed trademarks set forth on Schedule S1 comprise all of the Additional Trademarks of Guarantor as of this date.

5. Guarantor shall perform all further acts requested by Agent to document the security interest held by Agent in the trademarks, trademark applications and licensed trademarks, including but not limited to signing all additional documents requested by Agent.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

**GUARANTOR:**

**IMAGYN MEDICAL TECHNOLOGIES, INC.**

By: Kevin M. Higgins  
Name: KEVIN M. HIGGINS  
Title: Senior Vice President

**BT COMMERCIAL CORPORATION, as Agent  
for Lenders**

By: Wayne D. Hillock  
Name: Wayne D. Hillock  
Title: Senior Vice President

Notice Address:  
BT Commercial Corporation  
233 South Wacker Drive, Suite 8400  
Chicago, Illinois 60606  
Attn: Credit Department, Wayne D. Hillock

**Schedule S1**

to

**Supplemental Trademark and License Security Agreement**

**Dated August 24, 1998**

**Guarantor: Imagyn Medical Technologies, Inc.**

Application Serial No. 75/381,934 for "AEROVIEW" has been filed and is added.

CHDOCS/1213/495756.v1

RECORDED: 09/24/1998

TRADEMARK TOTAL P. 39  
REEL: 1792 FRAME: 0383