

10-16-1998

OVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings ▼

To the Honorable Commis

100851814

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Quinton Electrophysiology Corporation

- Individual(s)
- General Partnership
- Corporation-State Ontario, Canada
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: September 9, 1998

2. Name and address of receiving party(ies)

Name: American Home Products Corporation

Internal Address: _____

Street Address: Five Giralda Farms

City: Madison State: NJ ZIP: 07940

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

MRO 10-02-98

A. Trademark Application No.(s)

EPDesk 75058058

EPLAB This application was never filed.

EPLAB PRO 75/428504

EPXpress 74645790

VIEWCath (Stylized) 74541365

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

EPAMP 1868149

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

Name: Mr. Ron Adams

Internal Address: American Home Products Corp.

2B1

Street Address: One Campus Drive

City: Parsippany State: NJ ZIP: 07054

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

01-1425

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Stanley J. Silverberg

Name of Person Signing

Signature

September 29, 1998

Date

Total number of pages including cover sheet, attachments, and document:

10/13/1998 SOURCE 00000022 75058058 01 FC:441 02 FC:402

SECURITY AGREEMENT (this "Agreement"), dated as of September 9, 1998, between QUINTON ELECTROPHYSIOLOGY CORPORATION, an Ontario Canada corporation ("Quinton"), and AMERICAN HOME PRODUCTS CORPORATION, a Delaware Corporation ("AHPC").

AHPC has agreed to sell the Shares of Quinton, which Shares constitute all of the issued and outstanding shares of capital stock of Quinton, to Prucka Engineering, Inc. ("Prucka") pursuant to a Stock Purchase Agreement of even date herewith (the "Purchase Agreement") between AHPC and Prucka for an aggregate purchase price of US\$500,000, \$150,000 of which shall be payable in the form of the Note. The obligation of AHPC to sell the Shares to Prucka under the Agreement is conditioned on the execution and delivery by Quinton of a security agreement in the form hereof to secure the due and punctual payment by Prucka of the principal of and interest under the Note, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and the due and punctual performance of all obligations of Quinton under this Agreement (all of the foregoing obligations, collectively, the "Obligations").

Accordingly, Quinton and AHPC hereby agree as follows:

1. Definitions of Terms Used Herein. All capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement. As used herein, the following terms shall have the following meanings:

(a) "Collateral" shall mean all (i) Documents (ii) General Intangibles and (iii) Proceeds.

(b) "Documents" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

(c) "General Intangibles" shall mean all of any Quinton's present and future general intangibles of every kind and description relating to Quinton's business, including (without limitation) those patents, patent applications, copyrights, trade names and trademarks set forth on Exhibit A attached hereto.

(d) "Proceeds" shall mean any consideration received from the sale, exchange, lease or other disposition of any asset or property which constitutes Collateral, any value received as a consequence of the possession of any Collateral or any claim of Quinton against third parties for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) past, present or future infringement of any intellectual property rights included in the Collateral.

2. Security Interest. (a) As security for the payment or performance, as the case may be, of the Obligations, Quinton hereby creates, grants, assigns, sets over, mortgages, pledges, hypothecates and transfers to AHPC, its successors and its assigns, a continuing security interest in the Collateral (the "Security Interest"). Without limiting the foregoing, AHPC is hereby authorized to file one or more financing statements, continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest without the signature of Quinton, naming Quinton as debtor and AHPC as secured party.

(b) Quinton agrees at all times to keep accurate and complete accounting records with respect to the Collateral, including, but not limited to, a record of all payments and proceeds received and shall prepare, sign, record and file timely amendments to and recordings to any financing statements or U.S. Patent and Trademark Office or other filings to update and describe the Collateral.

3. Further Assurances. (a) Quinton agrees, at its expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as AHPC may from time to time request for the better assuring and preserving of the Security Interest and the rights and remedies created hereby, including, without limitation, the payment of any fees and taxes required in the granting of the Security Interest created hereby and the filing of any financing statements or other documents in connection herewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to AHPC, duly endorsed in a manner satisfactory to AHPC. Quinton agrees promptly to notify AHPC of any change in its corporate name or in the location of its chief executive office and its chief place of business or the office where it keeps its records relating to the Collateral.

(b) Quinton shall diligently prosecute all applications for patent, copyright, trademark registration, service mark registration, and trade names, and shall file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificates of correction, affidavits of use, proofs of use, renewals, and like matters relating to the Collateral as shall be reasonably indicated to be desirable from facts available from time to time during the term hereof and Quinton shall bear all costs of such filings and proceedings.

(c) Quinton shall pay when due all fees, including license fees, taxes, and other expenses which shall be incurred or which

shall accrue with respect to any of the patents or patent applications, copyrights or copyright applications, trademark registrations or trademark applications, service mark registrations and service mark applications relating to the Collateral.

(d) Quinton shall not allow any patent, copyright, trademark, service mark or any application for patent, trademark, trade name, service mark or like protection relating to the Collateral to lapse, become abandoned, nor any patent, copyright, trademark, service mark, trade name or like protection to be forfeited or dedicated to the public without the express written approval of AHPC.

4. Inspection and Verification. AHPC and such persons as AHPC may designate shall have the right, at any reasonable time or times during Quinton's usual business hours, and upon reasonable notice (which may be telephonic), to inspect the Collateral owned by Quinton, all records related thereto (and to make extracts and copies from such records), and the premises upon which any such Collateral is located, to discuss Quinton's affairs with its officers and its independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value and condition of or any other matter relating to, such Collateral.

5. Taxes; Encumbrances. At its option, AHPC may discharge past due taxes, franchise taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral and may pay for the maintenance and preservation of the Collateral to the extent Quinton fails to do so, and Quinton agrees to reimburse AHPC on demand for any payment made or any out-of-pocket expense incurred by it pursuant to the foregoing authorization; provided, however, that nothing in this Section 5 shall be interpreted as excusing Quinton from the performance of any covenants or other promises with respect to taxes, franchise taxes, liens, security interests or other encumbrances and maintenances as set forth herein.

6. Representations and Warranties. Quinton represents and warrants to AHPC that:

(a) Title and Authority. It has rights in the Collateral in which it is granting a security interest hereunder and good title to all Collateral owned by it and has full corporate power and authority to grant to AHPC the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

(b) Filing. Fully executed Uniform Commercial Code financing statements containing a description of the Collateral shall be filed of record in every governmental, municipal or other office in every jurisdiction in which any portion of the Collateral is located necessary to establish and maintain a valid, legal and perfected security interest in favor of AHPC in respect of the Collateral in which a security interest may be perfected by filing in the United States and its territories and possessions, and no further or, assuming no future change in current law, subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of Uniform Commercial Code continuation statements.

(c) Validity of Security Interest. Upon the filing of financing statements covering the Collateral and of appropriate filings with the United States Patent and Trademark Office, the Security Interest will constitute a valid, legal and enforceable first priority security interest in all of the Collateral, subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws and to moratorium laws from time to time in effect and except that the remedy of specific performance may not be available in all circumstances, which Security Interest shall be perfected under the timely filing Uniform Commercial Code financing statements pursuant to Section 6(b) hereof, for payment and performance of the Obligations.

(d) Absence of Other Liens. The Collateral is owned by Quinton free and clear of any mortgage, pledge, security interest, lien, charge or other encumbrance of any nature whatsoever, except as granted pursuant to this Agreement and except as provided by paragraph (b) of this Section 6, it has not (i) filed any financing statement, under the Uniform Commercial Code or otherwise, covering any Collateral, (ii) made any assignment in which Quinton assigns the Collateral or any security agreement or similar instruments covering any Collateral with the United States Patent and Trademark Office and (iii) made any assignment in which Quinton assigns the Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office.

(e) Survival of Representations and Warranties. All representations and warranties of Quinton contained in this Agreement shall survive the execution, delivery and performance of this Agreement until the termination of this Agreement pursuant to Section 24.

(f) Quinton has benefited, directly or indirectly, from its execution and delivery of this Agreement. The execution, delivery and performance of this Agreement has not caused and will not cause Quinton to become insolvent or so undercapitalized that it will be unable to pay its debts as they become due.

7. Protection of Security. (a) Quinton shall, at its own cost and expense, (i) take any and all actions necessary to defend title to the Collateral owned by it against all persons and to defend the Security Interest of AHPC in such Collateral, and the priority thereof, against any adverse mortgage, pledge, security interest, lien, charge or other encumbrance of any nature whatsoever, (ii) use commercially reasonable efforts to detect any infringement of the rights described herein and (iii) forthwith advise AHPC in writing of material infringements detected.

(b) If Quinton fails to comply with the foregoing, AHPC may do so in Quinton's name jointly or severally to the extent permitted by law, but at Quinton's expense, and Quinton hereby agrees to reimburse AHPC in full for all expenses, including reasonable attorneys' fees, incurred by AHPC in protecting, defending, and maintaining the Collateral.

8. Continuing Obligations. Quinton shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement, interest or obligation relating to the Collateral, all in accordance with the terms and conditions thereof, and shall indemnify and hold harmless AHPC from any and all such liabilities, except to the extent that such liabilities arise solely as a result of the gross negligence or willful misconduct of AHPC.

9. Use and Disposition of Collateral. Quinton shall not make or permit to be made any assignment, pledge or hypothecation of the Collateral, or grant any other security interest in the Collateral. Quinton shall not make or permit to be made any transfer of any Collateral, and Quinton shall remain at all times in possession of the Collateral owned by it other than transfers to AHPC pursuant to the provisions hereof, except that so long as no Event of Default under the Note shall have occurred and be continuing, Quinton may exercise its rights with respect to the Collateral so long as the exercise of such rights are not inconsistent with the provisions of this Security Agreement.

10. Collections. Upon the occurrence and during the continuance of an Event of Default under the Note, AHPC shall have the right, as the true and lawful agent of Quinton, with

power of substitution for Quinton and in Quinton's name, AHPC's name or otherwise, for the use and benefit of AHPC (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to or pertaining to all or any of the Collateral; (d) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though AHPC is the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating AHPC to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by AHPC, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken by AHPC or omitted to be taken with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of Quinton or to any claim or action against AHPC in the absence of the gross negligence or willful misconduct of AHPC. It is understood and agreed that the appointment of AHPC as the agent of Quinton for the purposes set forth above in this Section 10 is coupled with an interest and is irrevocable. The provisions of this Section 10 shall in no event relieve Quinton of any of its obligations hereunder with respect to the Collateral or any part thereof or impose any obligation on AHPC to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by AHPC or any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder or by law or otherwise.

11. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default under the Note, Quinton agrees to deliver each item of Collateral to AHPC on demand at any reasonable place or places designated by AHPC, and it is agreed that AHPC shall have the right to take any or all of the following actions at the same or different times to the extent permitted by law: with or without legal process and with or without previous notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the

purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, Quinton agrees that AHPC shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board, for cash, upon credit or for future delivery as AHPC shall deem appropriate. AHPC shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof in violation of applicable law and upon consummation of any such sale AHPC shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Quinton and Quinton hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

AHPC shall give Quinton 10 days' written notice (which such Quinton agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in New Jersey) of AHPC's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board, shall state the board at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as AHPC may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as AHPC may (in its sole and absolute discretion) determine. AHPC shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. AHPC may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of any or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by AHPC until the sale price is paid by the purchaser or purchasers thereof, but AHPC shall not incur any liability in case any such purchaser or purchasers shall fail to take up and

pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public sale made pursuant to this Section 11, AHPC may bid or purchase, free (to the extent permitted by law) from any right of redemption, stay or appraisal on the part of Quinton (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to AHPC from Quinton as a credit against the purchase price, and AHPC may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to Quinton therefor. As an alternative to exercising the power of sale herein conferred upon it, AHPC may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

12. Application of Proceeds. AHPC shall apply the proceeds of any collection or sale of the Collateral as follows:

FIRST, to (i) the payment of all reasonable costs and expenses incurred by AHPC in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including, but not limited to, all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by AHPC hereunder on behalf of Quinton and any other costs or expense incurred in connection with the exercise of any right or remedy hereunder; and (ii) the payment in full of principal and interest in respect of the Note outstanding; and

SECOND, to Quinton, its respective successors and assigns, or as a court of competent jurisdiction may otherwise direct.

AHPC shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by AHPC (including, without limitation, pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt by AHPC or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers or the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to AHPC or such officer or be answerable in any way for the misapplication thereof.

13. Locations of Collateral; Place of Business.

(a) Quinton hereby represents and warrants that all the Collateral is located at the locations listed on Schedule I hereto. Quinton agrees not to establish, or permit to be established, any other location for Collateral unless all filings under the Uniform Commercial Code or otherwise which are required by this Agreement to be made with respect to the Collateral have been made and AHPC has a valid, legal and perfected first priority security interest in the Collateral.

(b) Quinton agrees, at such time or times as AHPC may request, to prepare and deliver to AHPC as promptly as practicable a duly certified schedule or schedules in form to AHPC, showing identity, amount and location of any and all Collateral.

(c) Quinton agrees that its chief executive office is located as indicated on Schedule I hereto. Quinton agrees not to change, or permit to be changed, the location of its chief executive office unless all filings under the Uniform Commercial Code or otherwise which are required by this Agreement to be made have been made and AHPC has a valid, legal and perfected first priority security interest.

14. Security Interest Absolute. All rights of AHPC hereunder, the Security Interest, and all obligations of Quinton hereunder, shall be absolute and unconditional irrespective of (i) any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (ii) any change in the time, manner of place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver or for any consent to any departure from any other agreement or instrument, (iii) any exchange, release or nonperfection of any other Collateral, or any release or amendment or waiver of or consent to or departure from any guarantee, for all or any of the Obligations or (iv) any other circumstance which might otherwise constitute a defense available to, or discharge of, Quinton or any other obligor in respect of the Obligations or in respect of this Agreement.

15. No Waiver. No failure on the part of AHPC to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by AHPC preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. AHPC shall not be deemed to have waived any rights hereunder or under any other agreement or instrument unless such

waiver shall be in writing and signed by such parties.

16. AHPC Appointed Attorney-in-Fact. Quinton hereby appoints AHPC the attorney-in-fact of Quinton for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument which AHPC may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest, and which power AHPC agrees to exercise only upon the occurrence of and during the continuance of an Event of Default.

17. AHPC Fees and Expenses. Quinton will upon demand pay to AHPC the amount of any and all reasonable expenses, including the fees and expenses of its counsel and of any experts or agents which AHPC may incur in connection with (i) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (ii) the exercise or enforcement of any of the rights of AHPC hereunder or (iii) the failure by Quinton to perform or observe any of the provisions hereof. In addition, Quinton will indemnify and hold AHPC harmless from and against any and all liability incurred by AHPC hereunder or in connection herewith, unless such liability shall be due to the gross negligence or willful misconduct of AHPC. Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents.

18. Binding Agreement; Assignments. This Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Quinton shall not be permitted to assign this Agreement or any interest herein or in the Collateral, or any part thereof, or any cash or property held by AHPC as Collateral under this Agreement.

19. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO THE CONFLICTS OF LAWS OF SUCH STATE.**

20. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 9.2 of the Purchase Agreement.

21. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable the remaining provisions contained herein shall not in any way be affected or impaired.

22. Section Headings. Section heading used herein are for convenience only and are not to affect the construction of,

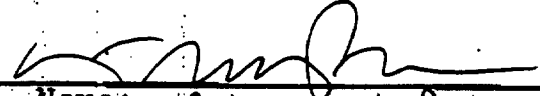
or to be taken into consideration in interpreting, this Agreement.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. This Agreement shall be effective when a counterpart which bears the signature of Quinton shall have been delivered to AHPC.

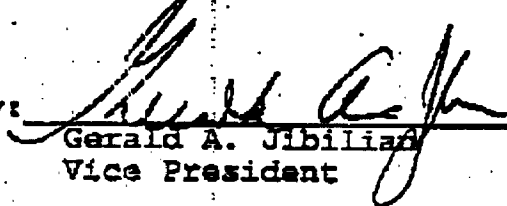
24. Termination. This Agreement and the Security Interest shall terminate when all the Obligations have been fully paid, at which time AHPC shall execute and deliver to Quinton any Collateral in its possession (without recourse or warranty) and all Uniform Commercial Code termination statement and similar documents which Quinton shall reasonably request to evidence such termination; provided however, that all indemnities of Quinton contained in this Agreement shall survive, and remain operative and in full force and effect regardless of, the termination of this Agreement.

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

QUINTON ELECTROPHYSIOLOGY CORPORATION

By: 
Name: Matthew W. Prucka
Title: President

AMERICAN HOME PRODUCTS CORPORATION

By: 
Gerald A. Jibilian
Vice President

Locations Of Collateral

Quinton Electrophysiology Corporation
c/o Prucka Engineering, Inc.
1300 Executive Drive
Sugar Land, Texas 77478

Quinton Electrophysiology Corporation
200 West Beaver Creek Road, Unit #1
Richmond Hill, Ontario L4B 1B4, Canada

Chief Executive Office of Quinton

Quinton Electrophysiology Corporation
c/o Prucka Engineering, Inc.
1300 Executive Drive
Sugar Land, Texas 77478

Quinton Electrophysiology Corporation
200 West Beaver Creek Road, Unit #1
Richmond Hill, Ontario L4B 1B4, Canada

Patents, Patent Applications, Copyrights, Trade Names and
Trademarks

Patents

Title: Integrated Electrical Signal Switching and Amplifying
System

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
U.S.	5,566,096	10/15/96

Title: Monitoring System and Method for Use During an
Electrophysiology Study

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
U.S.	5,640,967	6/24/97

Title: Electrophysiology Filtering System

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
U.S.	5,706,823	1/13/98

Title: Integrated Electrical Signal Switching and Amplifying
System

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
U.S.	5,743,859	4/28/98

Trademarks

Mark:	EPAMP		
Country	Trademark No.	Reg. Date	
U.S.	1868149	12/20/94	

Mark:	EPDesk		
Country	Appln. No.	Appln. Date	
U.S.	75058058	2/14/96	

Mark:	EPLAB		
Country	Appln. No.	Reg. Date	
U.S.	This application was never filed		

Mark: EPLAB PRO
Country Appln. No. Appln. Date
U.S. 75/428504 2/4/98

Mark: EPXpress
Country Appln. No. Appln. Date
U.S. 74645790 3/13/95

Mark: VIEWCath (Stylized)
Country Appln. No. Appln. Date
U.S. 74541365 6/23/94