

REC

07-24-2003

COVER SHEET

1-24-03



102505258

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To the Honorable Commissioner of Pat

ached original documents or copy thereof.

1. Name of conveying party(ies):
COLORADO MEDTECH, INC.

Address of receiving party(ies)

Madison Capital Funding LLC, as Agent

Internal Address: _____
Street Address : 303 West Madison Street, Ste 1200
City: Chicago State: IL Zip: 60606

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State CO
- Other _____

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

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

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: JULY 18, 2003

4. Application number(s) or trademark

A. Trademark Application No.(s)
- NONE -

B. Trademark Registration
1,422,503 1,487,542

Additional numbers attached? NO

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

Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

6. Total number of applications and registrations 2

7. Total fee (37 CFR 3.41)..... \$ 65.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

City: _____ Stat _____ ZIP _____

07/25/2003 6TON11 00000070 1422503

DO NOT USE THIS SPACE

01 FC:6321 40.00 DP
02 FC:6322 25.00 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 of the original document.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

JULY 22, 2003
Date

Total number of pages including cover sheet, attachments, and 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 16, 2003, is between **COLORADO MEDTECH, INC.**, a Colorado corporation (the "Grantor"), and **MADISON CAPITAL FUNDING LLC**, as Agent under the Credit Agreement referred to below (in such capacity, the "Grantee").

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, CIVCO Medical Instruments Co., Inc., an Iowa corporation and successor by merger to CMT Borrower, Inc., an Iowa corporation ("Borrower") has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Documentation Agent and a Lender, and the financial institutions that from time to time become parties thereto as "Lenders", providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, Grantor owns one hundred percent (100%) of the issued and outstanding capital stock of Borrower, and will thus derive significant economic benefit from the extension of credit and other financial accommodations to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee"), between Borrower, the other parties thereto as "Grantors" and Grantee, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Guarantee);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee 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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license where Grantor is the licensor; and

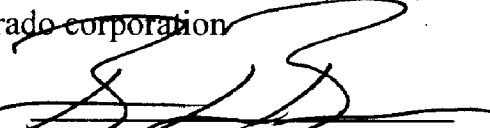
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Guarantee and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Guarantee. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

COLORADO MEDTECH, INC., a
Colorado corporation

By: 
Name: Bruce L. Rogers
Title: Vice President

Acknowledged:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Chris Williams
Title: Managing Director

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
SONOPRO	1,422,503	12/30/86
Thermaclear Plus	1,487,542	5/10/88

U.S. STATE REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>	<u>JURISDICTION</u>
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FOREIGN TRADEMARK REGISTRATIONS

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APP. NO.</u>	<u>DATE</u>
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FOREIGN TRADEMARK APPLICATIONS

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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