

Form PTO-1544 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102697024

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other banking association

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

3. Nature of conveyance:

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

Execution Date: Nunc Pro Tunc August 29, 2003

2. Name and address of receiving party(ies)

Name: SunTrust Bank

Internal

Address:

Street Address: 25 Park Place, 23rd Floor

City: Atlanta State: GA Zip: 30303

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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 registration number(s):

A. Trademark Application No.(s) 76/293,167 76/293,202 76/294,082 76/129,879

B. Trademark Registration No.(s) 2,500,166 2,175,455 2,154,207 2,226,513 2,139,652

Additional number(s) attached Yes No

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

Name: Alston & Bird, LLP

Internal Address: Jay E. Sloman

Street Address: 1201 W. Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jay E. Sloman

Name of Person Signing

Signature

3/5/04

Date

03/16/2004 LNIELLER 00000017 76293167

Total number of pages including cover sheet, attachments, and document: 7

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

**ASSIGNMENT OF SECURITY INTERESTS**  
**NUNC PRO TUNC**

This Assignment of Security Interests is effective as of August 29, 2003 (“Effective Date”) by and between BANK OF AMERICA, N.A. (“Prior Agent”) and SUNTRUST BANK (“Successor Agent”).

WHEREAS, Prior Agent and Successor Agent are parties to that certain Fourth Amendment to Credit Agreement dated as of August 29, 2003 (the “Amendment”), pursuant to which Successor Agent was appointed Agent, Issuing Lender and Swingline Lender in place of Prior Agent under a certain Credit Agreement dated as of December 11, 2001, as amended by that certain First Amendment and Assignment Agreement dated as of December 31, 2001, as amended by that certain Second Amendment to Credit Agreement and Waiver, dated as of July 15, 2002, as amended by that certain Third Amendment to Credit Agreement and Waiver, dated as of April 9, 2003, by and between Prior Agent, the Lenders and Borrowers (together with any other amendments, replacements, restatements or other modifications, the “Existing Credit Agreement” with all preceding capitalized terms not otherwise defined herein having the meanings given them in the Existing Credit Agreement);

WHEREAS, pursuant to security agreements contemplated by the Existing Credit Agreement, Borrowers granted to Prior Agent, as agent for the Lenders, a continuing security interest in and continuing lien upon, the patents, patent applications, trademarks and trademark applications attached hereto as Exhibit A and Exhibit B (collectively, the “Security Interests”);

WHEREAS, pursuant to Subpart 4.3 of the Amendment, Prior Agent has agreed to execute and deliver to Successor Agent this Assignment of Security Interests for recordation with the United States Patent and Trademark Office to evidence Successor Agent as the holder of the Security Interests as agent for the Lenders.

NOW, THEREFORE, be it known that for good and valuable consideration, receipt of which is hereby acknowledged, said ASSIGNOR did assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest

in and to the Security Interests as of the Effective Date. ASSIGNOR further agrees to execute all documents necessary to perfect such right, title, and interest in ASSIGNEE, its successors, assigns, and legal representatives.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts.

IN WITNESS HEREOF, the ASSIGNOR has caused this Assignment of Security Interests to be executed by a duly authorized corporate officer to be effective as of the Effective Date.

ASSIGNEE hereby consents to and accepts this Assignment of Security Interests and has caused it to be executed by a duly authorized corporate officer to be effective as of the Effective Date.

**BANK OF AMERICA, N.A.**

By: KEVIN BERTELSEN

Name: [Signature]

Title: VICE PRESIDENT

STATE OF North Carolina

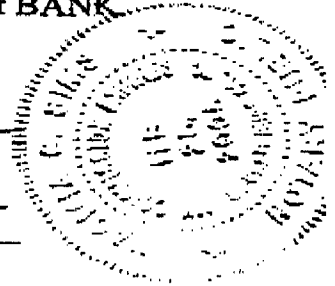
COUNTY OF Mecklenburg

§  
§  
§

On this 5th day of March, 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kevin Bertelsen, known by me to be the person of the above name and an officer of BANK OF AMERICA, N.A., duly authorized to execute this Assignment of Security Interests on behalf of BANK OF AMERICA, N.A., who signed and executed the foregoing instrument on behalf of BANK OF AMERICA, N.A.

Naomia C. Lewis  
Notary Public

My Commission Expires: Feb. 24, 2005



**SUNTRUST BANK**

By: GREGORY S. NAIL

Name: Gregory S. Nail

Title: VICE PRESIDENT

STATE OF GEORGIA §

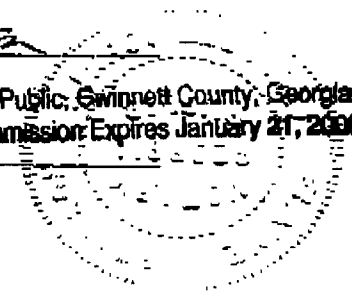
COUNTY OF FULTON §

On this 5<sup>TH</sup> day of March, 2004 before me, a Notary Public in and for the State and County aforesaid, personally appeared Gregory S. Nail, known by me to be the person of the above name and an officer of SUNTRUST BANK, duly authorized to execute this Assignment of Security Interests on behalf of SUNTRUST BANK, who signed and executed the foregoing instrument on behalf of SUNTRUST BANK.

Glenn E. Pearson  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Public, Gwinnett County, Georgia  
My Commission Expires January 21, 2006



## Exhibit A

### Patents

1. U.S. Registration No. 6,368,292 for “Method for Using Acoustic Shockwaves in the Treatment of Medical Conditions”.
2. U.S. Registration No. 6,390,995 for “Method for Using Acoustic Shockwave in the Treatment of Medical Conditions”.

### Patent Applications

1. U.S. Application No. 09/427,686 for “Method for Using Acoustic Shockwaves in the Treatment of Medical, Dental and Veterinary Conditions.”
2. U.S. Application No. 09/860,268 for “Method for Using Acoustic Shockwaves in the Treatment of Medical Conditions.”

Exhibit B

Trademark Registrations and Applications for Registration

<b>Mark</b>	<b>Reg. / Appl. No</b>	<b>Reg. / Appl. Date</b>
LITHOTRON FOCUS	76/293,167	8/1/01
HEALTHTRONICS	2,500,166	10/23/01
NEWTRODE	2,226,513	2/23/99
LITHOTRON	2,175,455	7/21/98
OSSATRON	2,154,207	4/28/98
ORTHOTRIPSY	2,139,652	2/24/98
CYSTOTRON	76/294,082	8/1/01
TWINTRODE	76/293,202	8/1/01
ORTHOTRIPTER	76/129,879	9/15/00