

8/4/04

08-09-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/3)



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

102809645

ET

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Uresil Acquisition Group, LLC, an Illinois limited liability company

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other Limited liability company

Citizenship (see guidelines) Illinois

Execution Date(s) July 14, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MB Financial Bank, N.A.

Internal

Address: _____

Street Address: 6201 Dempster Street

City: Morton Grove

State: Illinois

Country: USA Zip: 60053

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Nat. Ass'n Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2803309; 1537324; 1942457; 2398804; 2072875; 1777761; 1784008

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TRU-INCISE (2803309); URESIL (1537324); CHOLE-CATH (1942457); MINI-PIGTAIL (2398804); POSI-STICK (2072875); TRU-CLOSE (1777761); UREFLEX (1784008).

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

Name: Steven M. Weiss

Internal Address: c/o Levenfeld Pearlstein

Street Address: 211 Waukegan Road, Suite 300

City: Northfield

State: IL Zip: 60093

Phone Number: 847-441-7676

Fax Number: 847-441-9976

Email Address: sweiss@lpllegal.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502035

Authorized User Name Steven M. Weiss

9. Signature:

July 14, 2004

Signature

Date

Steven M. Weiss

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/06/2004 ECOOPER 00000152 502035 4664660

01 FC:8021 720.00 DA

TRADEMARK
REEL: 003022 FRAME: 0897

PREPARED BY AND WHEN
RECORDED MAIL TO:

Steven Weiss, Esq.
Levenfeld Pearlstein
211 Waukegan Road
Suite 300
Northfield, Illinois 60093

**PATENT, TRADEMARK AND LICENSE MORTGAGE -
URESIL ACQUISITION GROUP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY**

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of July 14, 2004, by URESIL ACQUISITION GROUP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY with offices at 5418 Touhy Avenue, Skokie, Illinois 60077, ("Mortgagor"), is in favor of MB FINANCIAL BANK N.A., with offices at 6201 Dempster Street, Morton Grove, Illinois 60053 ("Mortgagee"):

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement of even date herewith (said loan and security agreement, as may be amended, modified and/or restated from time to time shall hereinafter be referred to as the "Loan Agreement"), which Loan Agreement provides: (i) for Mortgagee to extend credit to or for the account of Mortgagor; and (ii) for the grant by Mortgagor to Mortgagee of a security interest in all of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

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, Mortgagor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Liabilities" (as defined in the Loan Agreement), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law and upon the occurrence of an "Event of Default" (as defined in the Loan Agreement), all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

- (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages

and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

- (ii) trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a) - (d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");
- (iii) to the extent assignable, all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Mortgagor's rights thereunder are hereinafter referred to collectively as the "Licenses"); and
- (iv) the goodwill of Mortgagor's business connected with, and symbolized by, the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

- (i) The Patents, Trademarks and Licenses have not been adjudged invalid or unenforceable and have not been canceled, in whole or in part, and are presently subsisting;
- (ii) Each of the Patents, Trademarks and Licenses is valid and enforceable;
- (iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances, except Permitted Liens (as defined in the Loan Agreement), including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;
- (iv) Mortgagor has adopted, used and is currently using all of the Trademarks;
- (v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

- (vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms and has entered or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Liabilities shall have been satisfied in full, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with Mortgagor's obligations under this Mortgage, without the prior written consent of Mortgagee, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage; provided, however, that nothing in this Section 4 shall be deemed to limit Mortgagor's ability to grant or obtain rights under license agreements pertaining to the Patents, Trademarks or Licenses entered into by Mortgagor after the date hereof in the ordinary course of Mortgagor's business, which license agreements and Mortgagor's rights thereunder shall constitute Licenses and be subject to the terms of this Mortgage and provided further that this Section 4 shall not be applicable to Permitted Liens (as defined in the Loan Agreement). Mortgagor and Mortgagee mutually acknowledge that Mortgagor may wish to license the use of some or all of the Patents in foreign countries. Mortgagee hereby consents to such licenses in foreign countries done in the ordinary course of business.

5. New Patents, Trademarks and Licenses. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Patents and Trademarks listed on Exhibits A and B, respectively, constitute all of the Patents and Trademarks now owned by Mortgagor. If, before Mortgagor's Liabilities shall have been satisfied in full, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks, or Licenses or any improvement on any Patent, the provisions of this Mortgage shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A and B, as applicable, to include any such Patents and Trademarks.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of: (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder; or (ii) the date the Liabilities have been paid in full. Upon the occurrence of an Event of Default (as defined in the Loan Agreement), Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to the Mortgagor.

7. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Liabilities, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or an agent appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold, leased or licensed by Mortgagor under the Trademarks.

8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of the Liabilities, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to revest in Mortgagor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

9. Expenses. All expenses incurred in connection with the performance by Borrower of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and costs, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the rate prescribed in the Loan Agreement.

10. Duties of Mortgagor. Mortgagor shall have the duty (i) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter until the Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable and consistent with the company's prior practices and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without first giving 30 days notice to Mortgagee.

11. Mortgagee's Right to Sue. Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

14. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to: (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses; (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies

given it by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

16. Binding Effect: Benefits. This Mortgage shall be binding upon the Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

17. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Headings. Section headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

URESIL ACQUISITION GROUP, LLC



By: LEV MELNYSHYN

Title: A MANAGER

EXHIBIT A
TO PATENT, TRADEMARK AND LICENSE MORTGAGE

Patents

EXHIBIT B
TO PATENT, TRADEMARK AND LICENSE MORTGAGE

Trademarks, Trade Names and Services Marks

EXHIBITS A & B

INTELLECTUAL PROPERTY

I. Pending Patent Applications

<u>Country</u>	<u>Inventor</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
EUROPEAN PATENT OFFICE	GOLDBERG ET AL.	03009185.4	4/22/3	THORACTIC VENT KIT
JAPAN	GOLDBERG ET AL.	02003-2795	1/9/3	THORACTIC VENT KIT
UNITED STATES	GOLDBERG ET AL.	010/127954	4/23/2	THORACTIC VENT KIT
UNITED STATES	GOLDBERG ET AL.	010/408963	4/8/3	SURGICAL VALVE CUTTER
UNITED STATES	SUTVAL, W.	010/806641	3/23/4	SURGICAL TOOL FOR TREATING VARICOSE VEINS

II. Active Trademarks

1. Uresil LP

<u>Trademark</u>	<u>Status</u>	<u>Our File No.</u>	<u>Appln. No.</u>	<u>Appln. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class(es)</u>
TRU-INCISE							
European Community	Pending	204345-9004	3147626	28-May-03			10
United States of America	Registered	204345-9003	76/415533	05-Jun-02	2803309	06-Jan-04	10
URESIL							
United States of America	Registered	204345-00003	743349	01-Aug-88	1537324	02-May-89	10

2. Uresil Corporation

Trademark	Status	Our File No.	Appln. No. Appln. Date	Reg. No. Reg. Date	Class(es)
CHOLE-CATH					
Germany	Registered	204345-00286-10	U8316/10 25-Oct-91	2049855 18-Nov-93	10
Spain	Registered	204345-00036	1764536 31-May-93	1764536 31-May-93	10
United Kingdom	Registered	204345-00294	1487689 14-Jan-92	1487689 14-Jan-92	10
United States of America	Registered	204345-00029	74/588565 17-Oct-94	1942457 19-Dec-95	10
MINI-PIGTAIL					
United States of America	Registered	204345-00304	75/688067 22-Apr-99	2398804 24-Oct-00	10
POST-STICK					
United States of America	Registered	204345-00301	75/089045 16-Apr-96	2072875 17-Jun-97	10
TRU-CLOSE					
Germany	Registered	204345-00283	U8313/10 w/z 25-Oct-91	2045176 17-Sep-93	10
Spain	Registered	204345-00035	1764535 31-May-93	1764535 31-May-93	10
United Kingdom	Registered	204345-00291	B1487683 14-Jan-92	1487683 14-Jan-92	10

Title	Owner Name	Case No.	Country Name	Status	Appl. No. Filing Date	Priority No. Priority Date	Publication No. Publication Date	Patent No. Issue Date	Expiration Date
AMBIENT AIR SEALING									
	Uresil, L.P.	204345-00100	United States of America	Granted	06/718,519 01-Apr-1985			4,664,660 12-May-1987	01-Apr-2005
TOMOGRAPHIC DENSITOMETER									
	Ormaz Partners (Uresil, L.P.)	204345-00142	Canada	Pending	2170900 01-Sep-1994	02-Sep-1993			
	Ormaz Partners (Uresil, L.P.)	204345-00144	Japan	Pending	508258/94 01-Sep-1994	01-Sep-1994			

2. Uresil Corporation

Title	Owner Name	Case No.	Country Name	Status	Appl. No. Filing Date	Priority No. Priority Date	Publication No. Publication Date	Patent No. Issue Date	Expiration Date
APPARATUS & METHOD FOR COLLECTING BODY FLUIDS	Uresil Corporation	204345-00107	Spain	Granted	0129290 21-Jan-1993	07/228,935 02-Aug-1988		0129290 13-Sep-1993	13-Sep-2013
	Uresil Corporation	204345-00077	United States of America	Granted	07/591,796 02-Oct-1990	07/228,935 02-Aug-1988		5,102,404 07-Apr-1992	07-Apr-2009
APPARATUS FOR LOCATING BODY CAVITIES	Uresil Corporation	204345-00094	United States of America	Granted	07/924,407 03-Aug-1992	07/058,400 05-Jun-1987		5,356,386 18-Oct-1994	31-May-2005
	Uresil Corporation	204345-00322	United States of America	Granted	07/310,366 13-Feb-1989	07/058,400 05-Jun-1987		4,944,724 31-Jul-1990	31-Jul-2007
CATHETER	Uresil Corporation	204345-00133	United States of America	Granted	08/557,716 13-Nov-1995			5,643,228 01-Jul-1997	13-Nov-2015
	Uresil Corporation	204345-00108	United States of America	Granted	08/532,236 22-Sep-1995	08/157,672 23-Nov-1993		5,833,666 10-Nov-1998	23-Nov-2013
CATHETER FIXATION ASSEMBLY									

Title	Owner Name	Case No.	Country Name	Status	Appl. No. Filing Date	Priority No. Priority Date	Publication No. Publication Date	Patent No. Issue Date	Expiration Date
CHEST DRAINAGE APPARATUS	Uresil Corporation	204345-00071	Japan	Granted	505086/86 16-Sep-1986		1727044 29-Jan-1993		16-Sep-2006
	Uresil Corporation	204345-00073	United Kingdom	Granted	86906070.7 16-Sep-1986		0323451 28-Aug-1991		16-Sep-2006
DEVICE AND METHOD FOR PROVIDING PROTECTION FROM EMBOLI AND PREVENTING OCCLUSION OF BLOOD VESSELS									
INFLATION FOR A TEAT CUP	Uresil Corporation	204345-00378	United States of America	Granted	07/301,656 25-Jan-1989		5,152,777 06-Oct-1992		06-Oct-2009
	Uresil Corporation	204345-00318	Argentina	Granted	303871 06-May-1986		237646 30-Sep-1988		30-Sep-2003
LOCKING CATHETER SYSTEM									
	Uresil Corporation	204345-00136	Canada	Pending	2163478 22-Nov-1995				
	Uresil Corporation	204345-00135	Italy	Granted	M195A00240 21-Nov-1995	08/344,178 03-Nov-1994		01279063 04-Dec-1997	21-Nov-2015
	Uresil Corporation	204345-00137	Japan	Granted	305864/95 24-Nov-1995	23-Nov-1994	252320/96 252320/96	3120270 20-Oct-2000	24-Nov-2015

Title	Owner Name	Case No.	Country Name	Status	Appl. No. Filing Date	Priority No. Priority Date	Publication No. Publication Date	Patent No. Issue Date	Expiration Date
ONE-WAY VALVE	Uresil Corporation	204345-00095	United States of America	Granted	08/157,648 24-Nov-1993			5,352,198 04-Oct-1994	24-Nov-2013
	Uresil Corporation	204345-00131	United States of America	Granted	08/344,178 23-Nov-1994			5,522,400 04-Jun-1996	23-Nov-2014
	Uresil Corporation	204345-00328	Japan	Granted	508090/1988 09-Sep-1988	07/097,181 16-Sep-1987	2740532 23-Jan-1998		09-Sep-2008
SUCTION DRAINAGE RECEPTACLE	Uresil Corporation	204345-00324	United States of America	Granted	07/237,849 31-Aug-1988			4,949,756 21-Aug-1990	31-Aug-2008
	Uresil Corporation	204345-0325	United States of America	Granted	07/336,613 06-Apr-1989	07/097,171 16-Sep-1987		4,966,197 30-Oct-1990	30-Oct-2007
	Uresil Corporation	204345-00081	United States of America	Granted	07/844,698 03-Mar-1992			D344,331 15-Feb-1994	15-Feb-2008
VENOUS VALVE CUTTER	Uresil Corporation	204345-00349	United States of America	Granted	07/097,085 16-Sep-1987			D312,132 13-Nov-1990	13-Nov-2004
	Uresil Corporation	204345-00123	Australia	Granted	39766/93 09-Apr-1993			673522 09-Apr-1997	09-Apr-2013
	Uresil Corporation	204345-00124	European Patent Office	Granted	93909302.7 09-Apr-1993		00/38 00/38	0680281 20-Sep-2000	09-Apr-2013

Title	Owner Name	Case No.	Country Name	Status	Appl. No. Filing Date	Priority No. Priority Date	Publication No. Publication Date	Patent No. Issue Date	Expiration Date
VENOUS VALVE CUTTER FOR IN SITU INCISION OF VENOUS VALVE LEAFLETS	Uresil Corporation	204345-00124	France	Granted	93909302.7 09-Apr-1993		00/38 00/38	0680281 20-Sep-2000	09-Apr-2013
	Uresil Corporation	204345-00124	Germany	Granted	93909302.7 09-Apr-1993		00/38 00/38	0680281 20-Sep-2000	09-Apr-2013
VENOUS VALVE CUTTER FOR IN SITU INCISION OF VENOUS VALVE LEAFLETS	Uresil Corporation	204345-00124	Italy	Granted	93909302.7 09-Apr-1993		00/38 00/38	0680281 20-Sep-2000	09-Apr-2013
	Uresil Corporation	204345-00126	Japan	Granted	518501/1993 09-Apr-1993	08/865,850 09-Apr-1992		33211665 21-Jun-2002	09-Apr-2013
VENOUS VALVE CUTTER FOR IN SITU INCISION OF VENOUS VALVE LEAFLETS	Uresil Corporation	204345-00111	United States of America	Granted	08/313,229 09-Jan-1995	07/865,850 04-Apr-1992		5,601,580 11-Feb-1997	11-Feb-2014
	Uresil Corporation	204345-00358	United States of America	Granted	07/865,850 09-Apr-1992			5,304,189 19-Apr-1994	09-Apr-2012

#380689v1

**PREPARED BY AND WHEN
RECORDED MAIL TO:**

Steven Weiss, Esq.
Levenfeld Pearlstein
211 Waukegan Road
Suite 300
Northfield, Illinois 60093

**PATENT, TRADEMARK AND LICENSE MORTGAGE -
URESIL ACQUISITION GROUP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY**

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of July 14, 2004, by **URESIL ACQUISITION GROUP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY** with offices at 5418 Touhy Avenue, Skokie, Illinois 60077, ("Mortgagor"), is in favor of **MB FINANCIAL BANK N.A.**, with offices at 6201 Dempster Street, Morton Grove, Illinois 60053 ("Mortgagee"):

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement of even date herewith (said loan and security agreement, as may be amended, modified and/or restated from time to time shall hereinafter be referred to as the "Loan Agreement"), which Loan Agreement provides: (i) for Mortgagee to extend credit to or for the account of Mortgagor; and (ii) for the grant by Mortgagor to Mortgagee of a security interest in all of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

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, Mortgagor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Liabilities" (as defined in the Loan Agreement), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law and upon the occurrence of an "Event of Default" (as defined in the Loan Agreement), all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

- (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages

given it by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

16. Binding Effect: Benefits. This Mortgage shall be binding upon the Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

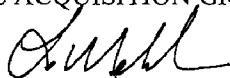
17. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Headings. Section headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

URESIL ACQUISITION GROUP, LLC



By: LEV MELNYSHYN

Title: MANAGER

EXHIBIT A
TO PATENT, TRADEMARK AND LICENSE MORTGAGE

Patents

EXHIBIT B
TO PATENT, TRADEMARK AND LICENSE MORTGAGE

Trademarks, Trade Names and Services Marks

INTELLECTUAL PROPERTYI. Pending Patent Applications

<u>Country</u>	<u>Inventor</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
EUROPEAN PATENT OFFICE	GOLDBERG ET AL.	03009185.4	4/22/3	THORACTIC VENT KIT
JAPAN	GOLDBERG ET AL.	02003-2795	1/9/3	THORACTIC VENT KIT
UNITED STATES	GOLDBERG ET AL.	010/127954	4/23/2	THORACTIC VENT KIT
UNITED STATES	GOLDBERG ET AL.	010/408963	4/8/3	SURGICAL VALVE CUTTER
UNITED STATES	SUVAL, W.	010/806641	3/23/4	SURGICAL TOOL FOR TREATING VARICOSE VEINS

II. Active Trademarks

1. Uresil LP

<u>Trademark</u>	<u>Status</u>	<u>Our File No.</u>	<u>Appln. No.</u> <u>Appln. Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Class(es)</u>
TRU-INCISE					
European Community	Pending	204345-9004	3147626 28-May-03		10
United States of America	Registered	204345-9003	76/415533 05-Jun-02	2803309 06-Jan-04	10
URESIL					
United States of America	Registered	204345-00003	743349 01-Aug-88	1537324 02-May-89	10

380601.1

2. Uresil Corporation

Trademark	Status	Our File No.	Appln. No. Appln. Date	Reg. No. Reg. Date	Class(es)
CHOLE-CATH Germany	Registered	204345-00286-10	U8316/10 25-Oct-91	2049855 18-Nov-93	10
Spain	Registered	204345-00036	1764536 31-May-93	1764536 31-May-93	10
United Kingdom	Registered	204345-00294	1487689 14-Jan-92	1487689 14-Jan-92	10
United States of America	Registered	204345-00029	74/588565 17-Oct-94	1942457 19-Dec-95	10
MINI-PIGTAIL United States of America	Registered	204345-00304	75/688067 22-Apr-99	2398804 24-Oct-00	10
POSI-STICK United States of America	Registered	204345-00301	75/089045 16-Apr-96	2072875 17-Jun-97	10
TRU-CLOSE Germany	Registered	204345-00283	U8313/10 wz 25-Oct-91	2045176 17-Sep-93	10
Spain	Registered	204345-00035	1764535 31-May-93	1764535 31-May-93	10
United Kingdom	Registered	204345-00291	B1487683 14-Jan-92	1487683 14-Jan-92	10

Trademark	Status	Our File No.	Appl. No. Appln. Date	Reg. No. Reg. Date	Class(es)
United States of America	Registered	204345-00295	74/303827 11-Aug-92	1777761 22-Jan-93	10
UREFLEX					
Spain	Registered	204345-00298	1764538 31-May-93	1764538 31-May-93	17
United States of America	Registered	204345-00030	74/303855 11-Aug-92	178 4008 27-Jul-93	10
URESIL					
Germany	Registered	204345-00005	05-Jan-89	1182657 29-Nov-91	10
Illinois	Registered	204345-00278		082781 19-Oct-98	10
Spain	Registered	204345-00299	1764539 31-May-93	1764539 31-May-93	10
United Kingdom	Registered	204345-00032-10	2270046 15-May-01	2270046 15-May-01	10

III. Active Patents

1. Uresil, L.P.

Title	Owner Name	Case No.	Country Name	Status	Appl. No. Filing Date	Priority No. Priority Date	Publication No. Publication Date	Patent No. Issue Date	Expiration Date
CHEST DRAINAGE APPARATUS WITH									

<i>Title</i>	<i>Owner Name</i>	<i>Case No.</i>	<i>Country Name</i>	<i>Status</i>	<i>Appl. No. Filing Date</i>	<i>Priority No. Priority Date</i>	<i>Publication No. Publication Date</i>	<i>Patent No. Issue Date</i>	<i>Expiration Date</i>
AMBIENT AIR SEALING	Uresil, L.P.	204345-00100	United States of America	Granted	06/718,519 01-Apr-1985			4,664,660 12-May-1987	01-Apr-2005
TOMOGRAPHIC DENSITOMETER	Ormaz Partners (Uresil, L.P.)	204345-00142	Canada	Pending	2170900 01-Sep-1994	02-Sep-1993			
	Ormaz Partners (Uresil, L.P.)	204345-00144	Japan	Pending	508258/94 01-Sep-1994	01-Sep-1994			

2. Uresil Corporation

<i>Title</i>	<i>Owner Name</i>	<i>Case No.</i>	<i>Country Name</i>	<i>Status</i>	<i>Appl. No. Filing Date</i>	<i>Priority No. Priority Date</i>	<i>Publication No. Publication Date</i>	<i>Patent No. Issue Date</i>	<i>Expiration Date</i>
APPARATUS & METHOD FOR COLLECTING BODY FLUIDS	Uresil Corporation	204345-00107	Spain	Granted	0129290	07/228,935		0129290	13-Sep-1993
					21-Jan-1993	02-Aug-1988		13-Sep-1993	13-Sep-1993
APPARATUS FOR LOCATING BODY CAVITIES	Uresil Corporation	204345-00077	United States of America	Granted	07/591,796	07/228,935		5,102,404	07-Apr-1992
					02-Oct-1990	02-Aug-1988		07-Apr-1992	07-Apr-1992
APPARATUS FOR LOCATING BODY CAVITIES HAVING SIGNALING INDICATOR	Uresil Corporation	204345-00094	United States of America	Granted	07/924,407	07/058,400		5,356,386	31-May-2005
					03-Aug-1992	05-Jun-1987		18-Oct-1994	18-Oct-1994
CATHETER	Uresil Corporation	204345-00322	United States of America	Granted	07/310,366	07/058,400		4,944,724	31-Jul-2007
					13-Feb-1989	05-Jun-1987		31-Jul-1990	31-Jul-1990
CATHETER FIXATION ASSEMBLY	Uresil Corporation	204345-00133	United States of America	Granted	08/557,716			5,643,228	13-Nov-2015
					13-Nov-1995			01-Jul-1997	01-Jul-1997
	Uresil Corporation	204345-00108	United States of America	Granted	08/532,236	08/157,672		5,833,666	23-Nov-2013
					22-Sep-1995	23-Nov-1993		10-Nov-1998	

<i>Title</i>	<i>Owner Name</i>	<i>Case No.</i>	<i>Country Name</i>	<i>Status</i>	<i>Appl. No. Filing Date</i>	<i>Priority No. Priority Date</i>	<i>Publication No. Publication Date</i>	<i>Patent No. Issue Date</i>	<i>Expiration Date</i>
CHEST DRAINAGE APPARATUS	Uresil Corporation	204345-00071	Japan	Granted	505086/86 16-Sep-1986			1727044 29-Jan-1993	16-Sep-2006
DEVICE AND METHOD FOR PROVIDING PROTECTION FROM EMBOLI AND PREVENTING OCCLUSION OF BLOOD VESSELS	Uresil Corporation	204345-00073	United Kingdom	Granted	86906070.7 16-Sep-1986			0323451 28-Aug-1991	16-Sep-2006
INFLATION FOR A TEAT CUP	Uresil Corporation	204345-00378	United States of America	Granted	07/301,656 25-Jan-1989			5,152,777 06-Oct-1992	06-Oct-2009
LOCKING CATHETER SYSTEM	Uresil Corporation	204345-00318	Argentina	Granted	303871 06-May-1986			237646 30-Sep-1988	30-Sep-2003
	Uresil Corporation	204345-00136	Canada	Pending	2163478 22-Nov-1995				
	Uresil Corporation	204345-00135	Italy	Granted	MI95A00240 21-Nov-1995	08/344,178 03-Nov-1994		01279063 04-Dec-1997	21-Nov-2015
	Uresil Corporation	204345-00137	Japan	Granted	305864/95 24-Nov-1995	23-Nov-1994	252320/96 252320/96	3120270 20-Oct-2000	24-Nov-2015

Title	Owner Name	Case No.	Country Name	Status	Appl. No. Filing Date	Priority No. Priority Date	Publication No. Publication Date	Patent No. Issue Date	Expiration Date
ONE-WAY VALVE	Uresil Corporation	204345-00095	United States of America	Granted	08/157,648 24-Nov-1993			5,352,198 04-Oct-1994	24-Nov-2013
		204345-00131	United States of America	Granted	08/344,178 23-Nov-1994			5,522,400 04-Jun-1996	23-Nov-2014
SUCTION DRAINAGE RECEPTACLE	Uresil Corporation	204345-00328	Japan	Granted	508090/1988 09-Sep-1988	07/097,181 16-Sep-1987		2740532 23-Jan-1998	09-Sep-2008
		204345-00324	United States of America	Granted	07/237,849 31-Aug-1988			4,949,756 21-Aug-1990	31-Aug-2008
		204345-0325	United States of America	Granted	07/336,613 06-Apr-1989	07/097,171 16-Sep-1987		4,966,197 30-Oct-1990	30-Oct-2007
SURGICAL DRAINAGE UNIT	Uresil Corporation	204345-00081	United States of America	Granted	07/844,698 03-Mar-1992			D344,331 15-Feb-1994	15-Feb-2008
		204345-00349	United States of America	Granted	07/097,085 16-Sep-1987			D312,132 13-Nov-1990	13-Nov-2004
VENOUS VALVE CUTTER	Uresil Corporation	204345-00123	Australia	Granted	39766/93 09-Apr-1993			673522 09-Apr-1997	09-Apr-2013
		204345-00124	European Patent Office	Granted	93909302.7 09-Apr-1993		00/38 00/38	0680281 20-Sep-2000	09-Apr-2013

Title	Owner Name	Case No.	Country Name	Status	Appl. No. Filing Date	Priority No. Priority Date	Publication No. Publication Date	Patent No. Issue Date	Expiration Date
	Uresil Corporation	204345-00124	France	Granted	93909302.7 09-Apr-1993		00/38 00/38	0680281 20-Sep-2000	09-Apr-2013
	Uresil Corporation	204345-00124	Germany	Granted	93909302.7 09-Apr-1993		00/38 00/38	0680281 20-Sep-2000	09-Apr-2013
	Uresil Corporation	204345-00124	Italy	Granted	93909302.7 09-Apr-1993		00/38 00/38	0680281 20-Sep-2000	09-Apr-2013
	Uresil Corporation	204345-00126	Japan	Granted	518501/1993 09-Apr-1993	08/865,850 09-Apr-1992		33211665 21-Jun-2002	09-Apr-2013
	Uresil Corporation	204345-00111	United States of America	Granted	08/313,229 09-Jan-1995	07/865,850 04-Apr-1992		5,601,580 11-Feb-1997	11-Feb-2014
VENOUS VALVE CUTTER FOR IN SITU INCISION OF VENOUS VALVE LEAFLETS									
	Uresil Corporation	204345-00358	United States of America	Granted	07/865,850 09-Apr-1992			5,304,189 19-Apr-1994	09-Apr-2012

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