

08-23-2004

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To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):

Zila Nutraceuticals, Inc  
5227 North 7th Street  
Phoenix, AZ 85014

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

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

2. Name and address of receiving party(ies)

Name: Wells Fargo Business Credit, Inc.

Internal Address: MAC S4101-076

Street Address: 100 West Washington Street, 7th Floor

City: Phoenix State: AZ ZIP: 85003

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

3. Nature of conveyance:

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

Execution Date: February 6, 2004

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

A. Trademark Application No.(s)

B. Trademark registration No.(s):

1,081,497; 1,354,735; 1,538,868; 1,577,263; 1,598,104;  
1,608,005; 1,674,755; 1,742,066; 1,862,223; 1,988,733;  
2,086,509; 2,289,046; 2,486,154; 2,528,608; 2,559,722;  
1,330,473; 1,347,149; 1,688,713; 1,688,714; 2,566,135;  
2,598,108; 2,670,004; 2,166,099

Additional numbers attached?  Yes  No

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

Name: Mary E. Pischner

Internal Address: \_\_\_\_\_

Street Address: 201 East Washington, Suite 800

City: Phoenix State: AZ ZIP: 85004-2327

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

23

7. Total fee (37 CFR 3.41).....\$ 590.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

08/24/2004 LHMUELLER 00000050 1061497

DO NOT USE THIS SPACE

01 FC:8521 40.00 DP  
02 FC:8522 550.00 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.

Mary E. Pischner  
Name of Person Signing

Mary E. Pischner  
Signature

8-20-04  
Date

Total number of pages comprising cover sheet: \_\_\_\_\_

24

Additional Names of Conveying Parties

Zila Biotechnology, Inc.

Zila Pharmaceuticals, Inc.

Zila Swab technologies, Inc.

Oxycal Laboratories, Incorporated

# PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of February 6, 2004, is made by and among ZILA NUTRACEUTICALS, INC., an Arizona corporation ("ZN"), ZILA BIOTECHNOLOGY, INC., an Arizona corporation ("ZB"), ZILA PHARMACEUTICALS, INC., a Nevada corporation ("ZP"), ZILA SWAB TECHNOLOGIES, INC., an Arizona corporation ("ZS"), OXYCAL LABORATORIES, INCORPORATED, an Arizona corporation ("Oxycal") (collectively, jointly and severally the "Debtor"), and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation (the "Secured Party").

## Recitals

The Debtor and the Secured Party have entered into a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibits A and C.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibits B and C.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and in the Trademarks to secure payment of the Obligations.

3. **Representations, Warranties and Agreements.** Subject to the provisions of Section 6.17 of the Credit Agreement regarding Debtor's rights with respect to Intellectual Property Rights determined by Debtor as no longer useful in Debtor's business, the Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct name of the Debtor is as set forth in the opening section above. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents.*** Exhibits A and C accurately list all Patents owned or controlled by the Debtor as of the date hereof, accurately reflect the existence and status of registrations pertaining to the Patents as of the date hereof, and accurately list all applications for patents pending on the date hereof.

(c) ***Trademarks.*** Exhibits B and C accurately list all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) ***Title.*** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A, B and C, free and clear of all security interests, liens and encumbrances, except the Security Interest. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) ***No Sale.*** The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) ***Defense.*** Unless otherwise agreed by Secured Party, the Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

(g) ***Maintenance.*** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect

to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable. Debtor will diligently pursue all pending applications for patents and will take all reasonable actions to insure issuance thereof.

(h) ***Secured Party's Right to Take Action.*** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time during a Default Period under the Credit Agreement to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

(k) ***Intent to Use Applications.*** Debtor has or may have in the future considered the adoption of trademarks or service marks for which it has or will file applications

for registration with the United States Patent and Trademark Office under Section 1 (b) of the Trademark Act ("intent to use"). The trademarks for which applications are so filed, and the applications filed in connection therewith are not Trademarks and are not subject to the security interest created herein. Debtor agrees that it will be an Event of Default under this Agreement if at any time any other person acquires any interest, including a security interest, in the trademarks or the applications. Debtor further agrees that upon issuance by the United States Patent and Trademark Office of any registration of any such marks, the marks so registered at that time shall become Trademarks under this Agreement and shall be subject to the security interest granted hereunder. Debtor shall deliver semi-annually in connection with the financial statements for June and December, delivered to Lender pursuant to Section 6.1(b) of the Credit Agreement a schedule of the registrations issued for the prior six month period, and shall, unless otherwise agreed by Secured Party, execute any document required at that time to perfect the security interest in such marks, and failure to do so shall be an Act of Default under this Agreement.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or

concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. The internal law of Arizona, without regard to conflicts of law provisions, shall govern this Agreement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

[Signatures on following pages]

Zila Nutraceuticals, Inc.  
5227 N. 7<sup>th</sup> Street  
Phoenix, Arizona 85014  
Telecopier: 602-230-8418  
Attention: Andrew A. Stevens

ZILA NUTRACEUTICALS, INC.

By Andrew A Stevens

Its Vice President

Zila Biotechnology, Inc.  
5227 N. 7<sup>th</sup> Street  
Phoenix, Arizona 85014  
Telecopier: 602-230-8418  
Attention: Andrew A. Stevens

ZILA BIOTECHNOLOGY, INC.

By Andrew A Stevens

Its Vice President

Zila Pharmaceuticals, Inc.  
5227 N. 7<sup>th</sup> Street  
Phoenix, Arizona 85014  
Telecopier: 602-230-8418  
Attention: Andrew A. Stevens

ZILA PHARMACEUTICALS, INC.

By Andrew A Stevens

Its Vice President

Zila Swab Technologies, Inc.  
5227 N. 7<sup>th</sup> Street  
Phoenix, Arizona 85014  
Telecopier: 602-230-8418  
Attention: Andrew A. Stevens

ZILA SWAB TECHNOLOGIES, INC.

By Andrew A Stevens

Its Vice President

Oxycal Laboratories, Incorporated  
5227 N. 7<sup>th</sup> Street  
Phoenix, Arizona 85014  
Telecopier: 602-230-8418  
Attention: Andrew A. Stevens

OXYCAL LABORATORIES,  
INCORPORATED

By Andrew A Stevens

Its Vice President

Wells Fargo Business Credit, Inc.  
Wells Fargo Plaza, MAC S4101-076  
100 West Washington Street, 7th Floor  
Phoenix, AZ 85003  
Telecopier: 602-378-6215  
Attention: Ms. Darcy Della Flora

WELLS FARGO BUSINESS CREDIT, INC.

By Darcy Della Flora

Its Vice President

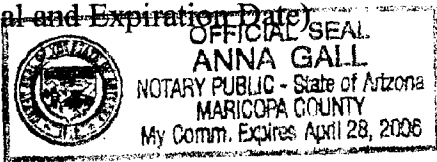


STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 6th day of February, 2004, by Andrew A. Stevens, the Vice President of Zila Nutraceuticals, Inc., an Arizona corporation, on behalf of the corporation.

(Seal and Expiration Date)



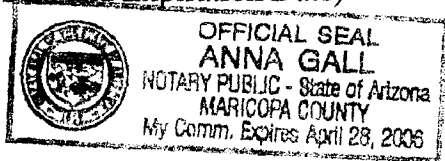
*Anna Gall*  
\_\_\_\_\_  
Notary Public

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 6th day of February, 2004, by Andrew A. Stevens, the Vice President of Zila Pharmaceuticals, Inc., a Nevada corporation, on behalf of the corporation.

(Seal and Expiration Date)



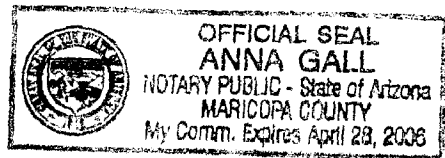
*Anna Gall*  
\_\_\_\_\_  
Notary Public

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 6th day of February, 2004, by Andrew A. Stevens, the Vice President of Zila Biotechnology, Inc., an Arizona corporation, on behalf of the corporation.

(Seal and Expiration Date)

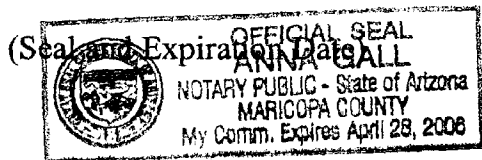


*Anna Gall*  
\_\_\_\_\_  
Notary Public

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 6th day of February, 2004, by Andrew A. Stevens, the Vice President of Zila Swab Technologies, Inc., an Arizona corporation, on behalf of the corporation.

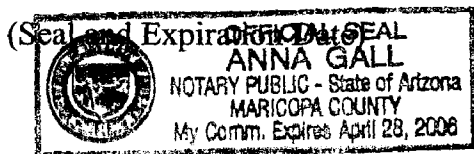


*Anna Gall*  
\_\_\_\_\_  
Notary Public

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 6th day of February, 2004, by Andrew A. Stevens, the Vice President of Oxycal Laboratories, Incorporated, an Arizona corporation, on behalf of the corporation.



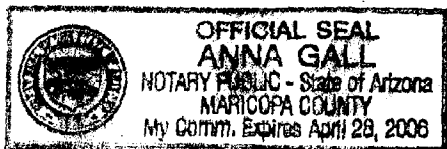
*Anna Gall*  
\_\_\_\_\_  
Notary Public

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 6th day of February, 2004, by Darcy Della Flora, a Vice President of Wells Fargo Business Credit, Inc., on behalf of the corporation.

(Seal and Expiration Date)



*Anna Gall*  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**U. S. PATENTS ISSUED**

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
<b><u>Owned by Oxyca</u></b>		
Compositions and methods for administering Vitamin C	4,822,816	04/18/1989
Compositions and methods for administering therapeutically active compounds	4,968,716	11/06/1990
Compositions and methods for administering therapeutically active compounds	5,070,085	12/03/1991
Stable liquid mineral ascorbate compositions and methods of manufacture and use	6,197,813	03/06/2001
Methods and compositions for potentiating cancer chemotherapeutic agents	6,468,980	10/22/2002
<b><u>Owned by ZB</u></b>		
Biological stain composition, method of preparation and method of use for delineation of epithelial cancer	5,372,801	12/13/1994
Methods and compositions for in-vivo detection of oral cancers and precancerous conditions	5,882,627	03/16/1999
In vivo stain compositions, process of manufacture, and methods of use to identify dysplastic tissue	6,086,852	07/11/2000
Process for manufacture of in vivo stain composition	6,194,573	02/27/2001
Process for manufacture of in vivo stain composition	6,372,904	04/16/2002
Method and kit for epithelial cancer screening	6,417,003	07/09/2002
Method for detecting and diagnosing epithelial cancer	6,459,920	10/01/2002
Method for detecting and killing epithelial cancer cells	6,649,144	11/18/2003
<b><u>Owned by ZP</u></b>		
Compositions and in situ methods for forming films on body tissue	5,081,157	01/14/1992
Compositions and in situ methods for forming films on body tissue	5,081,158	01/14/1992

**EXHIBIT A cont'd**

**U.S. PATENTS PENDING**

<u>Title</u>	<u>Application No.</u>	<u>Date Filed</u>
<b><u>Oxycal Applications</u></b>		
Methods & Compositions for Selective Cancer Chemotherapy	09/830,912	4/30/01
Methods & Composition for Potentiating Chemotherapeutic Agents	10/129,219	5/22/02
Vitamin C Composition		
<b><u>ZB Applications</u></b>		
Method and Prepackaged Swabstick for Epithelial Cancer Screening	09/306,001	5/15/99
Methylene Blue Diagnostic Agent and Diagnostic Method for Detection of Epithelial Cancer	10/070,186	
In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue	09/937,632	1/22/02
Method for Detecting and Killing Epithelial Cancer Cells	10/019,494	2/27/01
Improved Diagnostic Method for Detecting Dysplastic Epithelial Tissue	10/069,836	
Rhodamine Diagnostic Agent and Diagnostic Methods for Detection of Epithelial Cancer	10/070,185	6/30/00
Method for Early Prediction of the Onset of Invasive Cancer	10/111,545	9/20/00
Method for Detecting and Diagnosing Epithelial Cancer	10/229,930	8/27/02
Method for a Clinical Diagnosis of Pre-Cancer and Cancer Cell Propagation	10/017,007	12/14/01

**EXHIBIT B**

**U. S. TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
<b><u>Owned by Oxyca</u></b>		
OXYCAL	1,081,497	01/10/1978
ESTER-C	1,354,735	08/13/1985
THE HEARTBEAT OF VITAMIN C	1,538,868	05/16/1989
EC (design)	1,577,263	01/16/1990
ESTER-C	1,598,104	05/29/1990
C-FLEX	1,608,005	07/31/1990
ESTEROL	1,674,755	02/11/1992
ESTER-C	1,742,066	12/22/1992
INTER-CAL	1,862,223	11/15/1994
EC (design)	1,988,733	07/23/1996
BODY-READY	2,086,509	08/05/1997
THE FIRST TO LAST	2,289,046	10/26/1999
PALMETTX	2,486,154	09/04/2001
ESTER-C BOOST	2,528,608	01/08/2002
THE INTELLIGENT USE OF NATURE	2,559,722	04/09/2002
<b><u>OWNED BY ZP:</u></b>		
PERIDEX	1,330,473	04/16/1985
ZILATCIN	1,347,149	07/09/1985
ZILADENT	1,688,713	05/26/1992
ZILACTOL	1,688,714	05/26/1992
PRO-TIES	2,566,135	04/30/2002
PRO-TIES (design)	2,598,108	07/23/2002
PRO-SWAB	2,670,004	12/31/2002
<b><u>OWNED BY ZB</u></b>		
ORATEST	2,166,099	06/16/1998

**EXHIBIT C**

**FOREIGN PATENTS ISSUED**

<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
<b><u>Owned by Oxyca</u></b>			
Compositions and Methods for Administering Vitamin C	Canada	1,328,809	4/26/94
Compositions and Methods for Administering Therapeutically Active Compounds	Canada	1,341,434	7/8/03
Compositions and Methods for Administering Therapeutically Active Compounds	Australia	621672	9/15/89
	Austria	AT E 160 939 T1	12/10/97
	Belgium	0417209	12/10/97
	Europe	EP 0 417 209 B1	12/10/97
	Finland	97950	3/25/97
	France	417209	12/10/97
	Germany	417209	12/10/97
	Hungary	211 459	9/20/95
	Italy	49727BE9	5/19/97
	Japan	2973365	9/3/99
	Korea	74180	1/5/94
	Luxembourg	417209	12/10/97
	Netherlands	417209	12/10/97
	New Zealand	230700	9/19/89
	Norway	178056	9/15/89
	Norway (Div'l)	311219	10/29/01
	Poland	165416	5/5/94
	South Africa	90/4494	3/27/91
	Spain	ES 2 028 546	5/20/92
	Sweden	417209	12/10/97
	Switzerland	417209	12/10/97
	UK	417209	12/10/97
	USSR	2059410	5/10/96
	Yugoslavia	47746	6/6/95
Stable Liquid Mineral Ascorbate Composition and Methods of Manufacturing and Use	Australia	744584	6/13/02
	New Zealand	336,188	7/6/00
	Singapore	68119	8/28/02
<b><u>ZB Owned</u></b>			
Biological Stain Compositions,	Australia	661,727	10/22/92

Methods of Preparation and Use for  
Delineation of Epithelial Cancer

Canada	2,097,695	8/8/00
Europe	0565668	6/23/99
Korea	242,727	11/12/99

Method and Kit for Epithelial Cancer  
Screening

Australia	696,368	12/24/98
Australia-Div'l	725,540	1/25/02

Videographic Method for Detecting  
Cancer

Australia	727,400	2/16/94
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Method and Prepackaged Swabstick  
for Epithelial Cancer Screening

Australia	715,753	2/29/96
Korea	336,217	4/29/02

Methods and Compositions for In  
Vivo Detection of Oral Cancers and  
Precancerous Conditions

Australia	712,732	1/16/96
Canada	2,214,829	5/14/02
Europe	814847	11/5/03
Korea	342,342	1/17/02
Russia	2,178,565	10/15/97

In-Vivo Stain Composition, Process of  
Manufacture and Methods of Use to  
Identify Dysplastic Tissue

South Africa	98/2010	12/30/98
Taiwan	NI-175075	4/11/03
Ukraine	48969	9/16/02

In-Vivo Stain Composition, Process of  
Manufacture and Methods of Use to  
Identify Dysplastic Tissue

Australia	757,963	6/26/03
Eurasia	0002 127	12/14/01
Korea	357968	10/10/02
Singapore	67571	1/25/00

In-Vivo Stain Composition, Process of  
Manufacture and Methods of Use to  
Identify Dysplastic Tissue

Eurasia	3939	10/30/03
South Africa	2001/7818	1/31/00

Method for Detecting and Killing  
Epithelial Cancer Cells

New Zealand	515202	9/8/03
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Improved Diagnostic Method for  
Detecting Dysplastic Epithelial Tissue

New Zealand	517637	9/8/03
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**EXHIBIT C cont'd**

**ZP Owned**

Composition and In-Situ Methods for  
Forming Films on Body Tissue

Canada	1,337,396	10/24/95
China	90101988.7	2/21/98
Colombia	24.269	2/4/94
Greece	1001331	7/18/90
Korea	84743	5/12/95
Mexico	178.116	5/24/95
New Zealand	232625	2/12/90
Norway	180618	5/21/97
Spain	2020655/0	6/26/91

**FOREIGN PATENTS PENDING**

<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Date Filed</u>
<b><u>Oxycal Applications</u></b>			
Methods and Compositions for Selective Cancer Chemotherapy	Australia	57853/99	6/10/01
	Canada	2,348,565	8/30/99
	China	99813918-1	8/30/99
	Europe	99945197.4	8/30/99
	Japan	2001-519906	5/1/01
	Mexico	PA/a/2001/004312	
	New Zealand	511396	8/30/99
	Norway	2001-2027	4/25/01
Taiwan	88116389	9/23/99	
Methods and Compositions for Potentiating Cancer Chemotherapeutic Agents	Australia	85254/01	
	Canada	2,389,602	8/24/01
	Europe	01964398.0	8/24/01
	Japan	2002-524507	
	Korea	2002-7005605	
	Mexico	PA/a/2002004327	8/24/01
	Singapore	200202579.9	8/24/01
	Turkey	2002/01192	8/24/01
Vitamin C Composition	Australia	2001280448	6/26/01
	Canada	01814735-6	6/26/01
	China		
	Europe	01958837.5	6/26/01
	Japan		
	Mexico	PA/a/2003/002095	6/26/01
	New Zealand		
	Norway		
Taiwan	90121974	9/5/01	



**EXHIBIT C cont'd**

Compositions & Methods for Administering Therapeutically Active Compounds	Denmark	1242/90	5/18/90
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Stable Liquid Mineral Ascorbate Compositions & Methods of Manufacturing & Use	Canada	2,275,420	2/5/99
	China	99800004.3	2/5/99
	Europe	99906825.7	
	Hong Kong	100107850.4	12/7/01
	Iceland	5150	8/8/99
	Japan	11-540765	10/1/99
	Korea	1999-7009159	10/6/99
	Mexico	998759	2/5/99
	Norway	1999 4844	10/5/99
	Taiwan	88106032	4/15/99
	Turkey	99/02482	2/5/99

**ZB Applications**

Biological Stain Compositions, Methods of Preparation and Use	Japan	508430/93	6/30/93
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Method and Kit for Epithelial Cancer Screening	Canada	2,131,164	1/14/93
	Japan	516458/94	9/14/94

Videographic Method for Detecting Cancer	Canada	2,159,011	9/22/95
	Europe	94916496.6	9/28/95
	Japan	521771/95	10/18/95

Method and Prepackaged Swabstick for Epithelial Cancer Screening	Canada	2,217,714	2/29/96
	Europe	96909546.2	2/29/96
	Japan	530896/97	2/29/97
	Russia	97119639	11/28/97
	Taiwan	89211321	6/2/97

Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	Austria		
	Belgium		
	Greece		
	Ireland		
	Italy		
	Japan	525938/97	1/16/96
	Spain		
	Sweden		
Switzerland			

**EXHIBIT C cont'd**

Method and Compositions for (In Situ)  
Formation of Protective and/or  
Medicated Films on Body Tissue

Australia	11903/99	10/19/98
Canada	2,306,486	10/19/98
China	98813904.9	10/19/98
Europe	98954998.5	10/19/98
Israel	135,164	10/19/98
Japan	2000-576800	10/19/98
Mexico	2000003491	4/10/00
Taiwan	87119268	11/20/98

In-Vivo Stain Composition, Process of  
Manufacture and Methods of Use to  
Identify Dysplastic Tissue

India	3484/DEL/97	12/5/97
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In-Vivo Stain Composition, Process of  
Manufacture an Method of Use to  
Identify Dysplastic Tissue

Brazil	9804625-0	11/12/98
Canada	2,250,731	10/21/98
China	98124142.5	11/10/98
Czech Republic	PV 3555-98	11/4/98
Europe	98308824.6	10/28/98
Hungary	P98 02577	11/6/98
India	3727/DEL/98	12/11/98
Israel	125.602	7/30/98
Japan	10-295607	10/16/98
Mexico	989501	11/13/98
Norway	1998.5260	11/11/98
Poland	P329658	11/10/98
Slovak Republic	PV1512-98	11/4/98
Turkey	98/2295	11/11/98

Methylene Blue Diagnostic Agent and  
Diagnostic Methods for Detection of  
Epithelial Cancer

Australia	35,549,02	6/30/00
Brazil	P10013635-2	6/30/00
Canada	2,383,194	
China	00812317.9	
Europe	00948557.4	
India	IN/PCT/2002	00224
	DEL	
Israel	148 342	6/30/00
Japan	2002 508061	
Mexico	PA/a/2002/002183	
New Zealand	517519	6/30/00
Norway	2002 0959	
Singapore	200201193-0	6/30/00
Taiwan	89113987	7/13/00

**EXHIBIT C cont'd**

In-Vivo Stain Composition, Process of  
Manufacture and Methods of Use to  
Identify Dysplastic Tissue

Norway

In-Vivo Stain Composition, Process of  
Manufacture and Methods of Use to  
Identify Dysplastic Tissue

Australia	36,956/00	
Brazil	P10009427-7	9/28/01
Canada	2,366,759	1/31/00
China	00805853.9	
Czech Republic	PV2001-3504	
Europe	00915730.6	1/31/00
Hungary	P0201634	
India	IN/PCT/2001/0885/DEL	
Israel	145,598	1/31/00
Japan	2001-554680	1/31/01
Korea	2001-7012461	
Mexico	PA/9/2001/009797	
Norway	2001-4720	
Poland	P349999	1/31/00
Singapore	200105845-2	
Slovakia	PV1378-2001	
Taiwan	89103482	2/29/00
Turkey	2001/02816	1/31/00

Method for Detecting and Killing  
Epithelial Cancer Cells

Taiwan	89106075	3/31/00
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Method for Detecting and Killing  
Epithelial Cancer Cells

Australia	43,316/01	11/27/03
Brazil	P10104747-7	
Canada	2,370,741	2/27/01
China	01800660.4	
Czech Republic	PV-2001/3861	
Europe	01916271.8	
India	IN/PCT/2001 00982/DEL	
Israel	146,141	
Japan	2001-563152	
Korea	2001-7013731	
Mexico	PA/a/2001/019886	
Norway	2001 5242	
Russia	2001132076	
Singapore	200106594-5	

Improved Diagnostic Method for  
Detecting Dysplastic Epithelial Tissue

Australia	18420/01	7/20/00
Brazil	P10014130-5	
China	00813014.0	7/20/00
Europe	00950579.3	
India	IN/PCT/02-00252DEL	

**EXHIBIT C cont'd**

	Israel	148,429	7/20/00
	Japan	2002-513430	
	Mexico	PA/a/2002/002644	
	Norway	2002 1355	
	Singapore	200201369-6	7/20/00
	Taiwan	89116023	8/9/00
<b>Rhodamine Diagnostic Agent and Diagnostic Methods for Detection of Epithelial Cancer</b>			
	Australia	16,752/02	6/30/00
	Brazil	P10013636-0	6/30/00
	Canada	2,383,697	6/30/00
	China	00812220.2	
	Europe	00946949.5	
	India	IN/PCT/2002 0024	6/30/00
	Israel	148.341	6/30/00
	Japan	2002 506770	
	Mexico	PA/a/2002/002184	
	New Zealand	517445	6/30/00
	Norway	2002 0958	
	Singapore	2002011948.8	6/30/00
	Taiwan	89113991	7/13/00
<b>Method for Early Prediction of the Onset of Invasive Cancer</b>			
	Australia	79,871/00	9/26/00
	Brazil	P100159706-6	9/26/00
	Canada	2,292,213	9/26/00
	China	00815123.2	9/26/00
	Europe	00970499.0	
	India	IN/PCT/2002 0043	9/26/00
	Israel	149,330	9/26/00
	Japan	2002-530096	9/26/00
	Mexico	PA/a/2002/004428	9/26/00
	Norway	2002 2459	9/26/00
	Singapore	2002 02337.2	9/26/00
	Taiwan	89121820	10/18/00
<b>Toluidine Blue O Drug Substance and use Thereof for In-Vivo Staining and Chemotherapeutic Treatment of Dysplastic Tissues</b>			
	Taiwan	091116247	7/22/02
<b><u>ZP Applications</u></b>			
<b>Composition and In-Situ Methods for Forming Films on Body Tissue</b>			
	Denmark	753/90	3/22/90
	Ireland	2096/90	6/11/90

EXHIBIT C cont'dFOREIGN ISSUED TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Issued Date</u>
<b><u>Oxycal Owned</u></b>			
C-Flex	Argentina	1.522.180	5/31/94
	Brazil	819699870	12/4/01
	Panama	68847	11/16/95
	UK	1424715	11/17/89
EC & Design	Mexico	649246	3/31/00
EC Design	Canada	444562	6/30/95
	Sweden	239 775	9/4/92
EC Device	South Korea	251366	10/6/92
	Switzerland	407823	3/22/93
	Turkey	146248	7/14/93
	UK	B1387181	4/4/89
EC Logo	New Zealand	B225764	3/22/93
	Venezuela		12/7/01
	Panama	68846	6/27/95
	Ukraine	10727	10/30/98
EC Logo & Ester-C	Taiwan	703961	1/16/96
	Italy	696860	12/16/96
EC Stylized	Argentina	1.602.927	6/5/96
	Australia	B598600	12/11/95
	Austria	144 890	11/17/92
	Benelux	528290	3/24/93
	Brazil	817450378	11/21/95
	Brunei	20,237	12/7/95
	Chile	508.861	3/31/98
	China	1032542	6/21/97
	Colombia	224153	1/24/00
	Denmark	VR 1993 04772	7/2/93
	Egypt	111156	11/20/97
	Finland	137043	3/20/95
	France	93.466298	4/29/93
	Germany	2 095 784	5/9/95
	Germany	2067435	6/13/94
	Greece	128 858	3/17/98
	Hong Kong	1994B00570	1/30/92
	Indonesia	319495	12/19/94
	Ireland	B161579	6/15/94
	Italy	696859	12/16/96

EXHIBIT C cont'd

	Japan	2418164	5/29/92
	Lebanon	60239	3/19/93
	Malaysia	93/04140(B)	6/15/93
	Norway	163987	8/4/94
	Peru	101456	3/5/93
	Philippines	62317	1/9/96
	Poland	119450	6/26/97
	Portugal	315980	11/6/96
	Russia	125695	5/10/95
	Singapore	T93/05167E	7/9/93
	South Africa	94/6027	6/13/94
	Spain	1912211	7/5/95
	Taiwan	646583	7/1/94
	Thailand	Kor 35853	10/13/95
Ester	Norway	173056	5/9/96
	Denmark	VR 06.190 1995	9/22/95
	Sweden	309 495	3/1/96
Ester Aces	Canada	TMA469,546	1/23/97
	Egypt	111157	11/20/97
Ester C	Australia	B476528	9/17/92
	Denmark	VR 1995 03488	6/2/95
	Lebanon	60238	3/19/93
	Peru	101764	3/5/93
	Mexico	419967	8/9/92
	Norway	173044	5/9/96
	Sweden	237 871	7/17/92
Ester C & Sunburst Design	Denmark	VR 01.412 1987	4/3/87
	Denmark	VR 2001 04078	10/4/01
	Denmark	VR 2001 04077	10/4/01
	Finland	99685	10/20/87
	Finland	220368	2/28/01
	Germany	1176810	5/23/91
	Ireland	119286	9/10/85
	Norway	126212	8/21/86
	Norway	206221	12/14/00
	South Africa	88/5994	7/19/88
	Sweden	248 812	5/7/93
	Switzerland	470802	3/15/00
	UK	2231171	5/2/00
Ester-C	Argentina	1.599.083	5/3/96
	Australia	B491093	7/13/88
	Austria	174 069	2/13/98
	Benelux	0478956	2/23/90
	Brazil	817450408	12/5/95

EXHIBIT C cont'd

	Brunei	19,438	7/12/93
	Canada	432792	9/2/94
	Colombia	160132	4/22/94
	Egypt	111158	11/20/97
	Finland	207818	10/15/97
	France	1 732 589	3/2/90
	Germany	396 12 574	8/27/96
	Greece	128857	9/17/98
	Hong Kong	100113682	10/5/99
	Hong Kong	2000B05283	9/29/95
	India	601091	7/7/93
	Indonesia	467696	2/28/01
	Ireland	174377	3/14/96
	Italy	696858	6/17/94
	Lebanon	60237	3/19/93
	Malaysia	93/04250	6/18/93
	New Zealand	225763	3/22/93
	Panama	68845	7/24/95
	Philippines	61146	6/29/95
	Poland	119451	6/26/97
	Russia	124849	5/30/95
	Singapore	T93/051651	7/9/93
	South Korea	397703	3/2/98
	Spain	1908045	5/5/95
	Sweden	323 185	5/2/97
	Thailand	Kor 79372	8/20/96
	Turkey	146231	7/14/93
	UK	2061054	3/14/96
	UK	B1251544	9/10/95
	Ukraine	10728	10/30/98
	Venezuela	18797/93	10/10/95
Estercimim	Indonesia	464761	9/27/99
	Singapore	T02/05210Z	4/20/02
Ester-E	Australia	952736	5/5/03
	Hong Kong	300014426	10/17/03
	Mexico	805360	5/9/03
	Peru	92066	10/6/03
Inter-Cal	Argentina	1.626.410	2/12/97
	Brazil	817450394	11/21/95
	Colombia	221324	7/27/99
	Panama	70329	8/23/95
	Venezuela	18796/93	1/8/99
Intercal-C	Australia	715052	8/14/96
	Chile	484.193	4/11/97

EXHIBIT C cont'd

ZB Owned

Orascreen	Australia	A-657,157	3/30/95
	Austria	159 072	7/31/95
	Benelux	574457	3/30/95
	Canada	TMA493912	5/5/98
	France	95576451	6/19/95
	Germany	39514819	4/5/95
	Ireland	171942	5/9/95
	Italy	713895	6/16/97
	Japan	3335396	7/25/97
	New Zealand	286241	12/16/97
	Spain	1964376	5/10/95
	Switzerland	439 759	4/25/95
	UK	2017179	10/27/95

Oratest	Canada	TMA495069	5/22/98
	Europe	205187	6/18/98
	Israel	121440	8/4/99
	Japan	4246513	3/5/99
	Norway	200088	10/29/99
	South Africa	98/05527	4/1/98
	Switzerland	466304	2/26/00
Taiwan	820585	10/16/98	

ZP Owned

Dermaflex	Australia	637554	10/3/96
	Austria	155 809	12/16/94
	France	94/533.885	8/25/94
	Germany	2 907 930	6/14/95
	Italy	689442	10/14/96

Peridex	Austria	114151	10/10/86
	Brazil	336561	9/2/66
	Canada	TMA309763	12/27/85
	Chile	455.551	11/22/85
	Ecuador	3047-94	9/2/94
	Honduras	11487	7/30/63
	Mexico	406771	7/26/91
Venezuela	41398	5/24/92	

Zilactin	Canada	TMA399208	6/12/92
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