

05-15-2000

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

4/28/00

RECO

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101355944

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

1. Name of conveying party(ies):

ARRAY MEDICAL, INC.
One Harvard Way
Suite 5, Hillsborough Campus
Somerville, New Jersey 08876

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

Additional name(s) of conveying party(ies) attached?

- Yes
- No

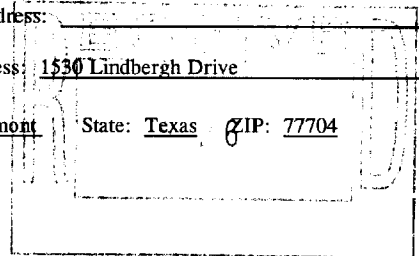
2. Name and address of receiving party(ies):

Name: HELENA LABORATORIES CORPORATION

Internal Address:

Street Address: 1530 Lindbergh Drive

City: Beaumont State: Texas ZIP: 77704



- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State of Texas
- 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) and address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: April 11, 2000

4. Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75/424,457	75/507,692
75/471,159	75/471,157
75/563,489	75/471,158
	2,221,610
	2,222,731
	2,231,999

Additional numbers attached? Yes No

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

Name: Robert W. Smith

Internal Address: McCarter & English, LLP
4 Gateway Center

Street Address: 100 Mulberry Street

City: Newark State: NJ ZIP: 07101

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:

9. Not Applicable
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of your knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert W. Smith
Name of Person Signing

Signature

April 26, 2000
Date

Total number of pages comprising cover sheet: 8

SCHEDULE 10

SECURITY AGREEMENT

This is a security agreement dated April 11, 2000 from Helena Laboratories Corporation, with an address at 1530 Lindbergh Drive, P.O. Box 752, Beaumont, TX 777704-0752 (the "Securing Party") to Array Medical, Inc. with an address at One Harvard Way, Suite 5, Hillsborough Campus, Somerville, New Jersey 08876, (the "Secured Party").

WITNESSETH

A. The Secured Party has agreed to sell Transferred Assets, and as part of that sale, to accept the covenants and obligations as set out in Sections 4 and 10 of the Asset Purchase Agreement of which this Security Agreement is an integral part.

B. As a condition to selling the Transferred Assets, the Securing Party is required to provide a first priority lien on the Transferred Technology, as defined in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

DEFINITIONS AND OTHER PROVISIONS

1.01 Certain Defined Terms.

The following terms have the following meanings:

"Agreement" means the Asset Purchase Agreement dated April 11, 2000 by and between the Secured Party and the Securing Party.

"Collateral" means all Documents, Equipment, Inventory and General Intangibles related to the Transferred Technology acquired by Securing Party from Secured Party pursuant to the Asset Purchase Agreement.

"Documents" means all documents, as that term is defined in the UCC, including but not limited to documents of title (as that term is defined in the UCC) and any and all receipts of the kind described in Article 7 of the UCC.

"Equipment" means all machinery, apparatus, equipment, fittings and other tangible personal property conveyed on or before the date of Closing.

"GAAP": means generally accepted accounting principles in the United States of America in effect from time to time.

"Governmental Authority": means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Inventory" means all goods intended for sale by the Securing Party related to the Transferred Technology.

"UCC" means the Uniform Commercial Code as enacted in the State of New Jersey.

"Secured Obligation" means the obligation of the Securing Party to pay Royalties as set out in Section 4(b) and to perform as set out in Section 10 subject to the provisions of Section 16 of the Agreement.

1.02 Other Definitional Provisions.

a. As used herein and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in Subsection 1.01 shall have the respective meanings given to them under GAAP.

b. The words "hereof", "herein" and "hereunder" and words of similar import when used in this agreement shall refer to this agreement as a whole and not to any particular provision of this agreement, and section, subsection schedule and exhibit references are to this agreement unless otherwise specified. The meaning of defined terms shall be equally applicable to the singular and plural forms of the defined terms.

SECTION II. SECURITY INTERESTS

2.01 Grant of Security Interest.

The Securing Party hereby grants to the Secured Party first priority lien on and a security interest in the Collateral to secure prompt and complete performance by Securing Party of the Secured Obligation.

3.01 Power and Authority.

The Securing Party has the corporate power and authority to execute and deliver, to perform its obligations under, and to grant the security interest in and lien on all the Collateral pursuant to, this agreement. The Securing Party has taken all necessary corporate action to authorize its execution, delivery and performance of this agreement, and the grant of the security interest in the Collateral pursuant to this agreement.

3.02 Title; No Other Liens.

The Securing Party will, upon Closing, own each item of Collateral free and clear of any and all Liens or claims of others. Securing Party agrees to not utilize Collateral as security in any way whatsoever for a period of at least five (5) years after Closing.

3.03 Enforceable Obligation; Perfected Second Security Interest.

This agreement constitutes a legal, valid and binding obligation of the Securing Party, enforceable in accordance with its terms except as subject to any prior liens and as such enforceability is affected by bankruptcy, insolvency, fraudulent conveyance, reorganization,

moratorium and other similar laws relating to or affecting creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law). The security interests granted herein will constitute a first priority perfected security interest on the Collateral, enforceable against all creditors of the Securing Party.

3.04 Names.

The Securing Party's correct corporate name, as registered with the Secretary of State of Texas, is Helena Laboratories Corporation.

3.05 Chief Executive Office.

The Securing Party's chief executive office and chief place of business is located at 1530 Lindbergh Drive, P.O. Box 752, Beaumont, TX 77704-0752.

3.06 Location of Books and Records.

The books and records of the Securing Party including the books and records regarding the Collateral are located at 1530 Lindbergh Drive, P.O. Box 752, Beaumont, TX 77704-0752.

3.07 Location of Tangible Collateral.

All Inventory, and other tangible Collateral owned by the Securing Party are located at 1530 Lindbergh Drive, P.O. Box 752, Beaumont, TX 77704-0752.

SECTION IV. COVENANTS

4.01 Further Documentation; Pledge of Instruments and Chattel Paper.

At any time and from time to time, upon the written request of the Secured Party, the Securing Party will promptly and duly execute and deliver such further instruments and documents and take such further action as the Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the law of any jurisdiction with respect to the Liens created hereby.

4.02 Maintenance.

The Securing Party will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, and the Securing Party will mark its books and records pertaining to the Collateral to evidence this agreement and the security interests granted hereby.

4.03 Right of Inspection and Verification.

The Secured Party shall at all reasonable times have full and free access during normal business hours to the Collateral and all the books, correspondence and records of the Securing Party related to the Collateral, and its representatives may inspect, examine and verify the same.

Handwritten signature and date:
4-12-05

The Securing Party shall cooperate fully with the Secured Party to facilitate any such inspection or verification process.

4.04 Compliance with Laws, etc.

The Securing Party will comply in all material respects with all requirements of law applicable to the Collateral or any part thereof or to the operation of the Securing Party's business.

4.05 Payment of Obligations.

The Securing Party will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (a) the validity thereof is being contested in good faith by appropriate proceedings, (b) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (c) such charge is adequately reserved against on the Securing Party's books in accordance with GAAP.

4.08 Notices.

The Securing Party will advise the Secured Party promptly, in reasonable detail (a) of any Lien on, or claim asserted against, any of the Collateral and (b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

4.09 Changes in Locations, Name, etc.

The Securing Party will not (a) change the location of its chief executive office/chief place of business from that specified in this agreement or remove its books and records from the location specified in this agreement (b) change its name, identity or corporate structure to such an extent that any financing statement filed by the Secured Party in connection with this agreement would become seriously misleading, unless it shall have given the Secured Party at least 15 days written notice thereof.

SECTION V. EVENT OF DEFAULT AND REMEDIES

5.01 Events of Default.

Each of the following shall constitute a default (each, an "Event of Default") hereunder:

- a. Non-payment when due of any sum required to be paid to the Secured Party by the Securing Party with respect to such payments as called for in the Asset Purchase Agreement;

b. A breach of any term, covenant, condition, obligation or agreement contained in this agreement;

c. Any representation or warranty made by the Securing Party in this agreement shall prove to be false, incorrect or misleading in any material respect as of the date when made; or

5.02 Application of Proceeds; Deficiency.

If the Securing Party fails to perform or comply with any of its agreements contained herein, specifically, those set out in Sections 4 and 10 of the Asset Purchase Agreement, the Collateral shall become the property of the Secured Party.

SECTION VI. MISCELLANEOUS

6.01 General.

If an Event of Default shall occur, the Secured Party may exercise, in addition to all other rights and remedies granted in this agreement and in any other instrument or agreement securing, evidencing or relating to the obligations of the Securing Party, all rights and remedies of a secured party under the UCC.

6.02 Amendments and Waivers.

The Securing Party and the Secured Party may, from time to time, enter into written waivers, amendments, supplements or modifications hereto for the purpose of adding any provision to this agreement or enter into written instruments waiving any of the requirements of this agreement or any Event of Default and its consequences. In the case of any waiver, the Securing Party shall be restored to its former positions and rights hereunder and any Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

6.03 Notices.

Unless this agreement specifically provides otherwise, all notices and communications under this agreement shall be in writing and shall be given by either (a) hand-delivery, (b) certified mail (postage prepaid), or (c) reliable overnight commercial courier (charges prepaid), to the addresses listed in the preamble to this agreement. Notice shall be deemed to have been given and received: (x) if by hand delivery, upon delivery; (y) if by certified mail, seven (7) calendar days after the date first deposited in the United States mail; and (z) if by overnight courier, on the date of delivery. A party may change its address by giving written notice to the other party as specified herein.

6.04 No Waiver; Cumulative Remedies.

No failure to exercise or delay in exercising, on the part of the Secured Party, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights,

remedies, powers and privileges herein provided to the Secured Party are cumulative and not exclusive of any rights, remedies, powers and privileges provided to the Secured Party by law. In accordance with this section, the Secured Party may exercise its rights, remedies, powers or privileges hereunder in any order it deems appropriate.

6.05 Governing Law.

This agreement shall be governed by, and construed and interpreted in accordance with the law of the State of New Jersey.

6.06 Section Headings.

The section headings herein are intended for convenience only and shall be ignored in construing this agreement.

6.07 Entire Agreement.

All understandings and agreements heretofore made or exchanged between the Securing Party and the Secured Party with respect to the subject matter hereof are merged into this agreement, which fully, completely, and integrally expresses the understanding of the Securing Party and the Secured Party concerning the subject matter hereof.

6.08 Severability.

If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible; and (b) the invalidity or enforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

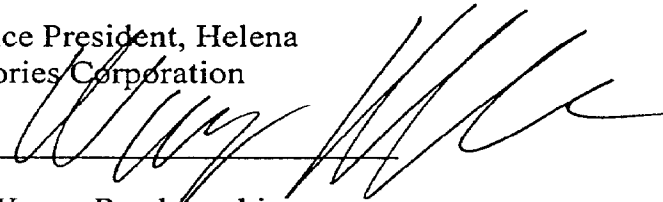
Handwritten signature and date: 11-12-02

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

By: 

Name: Joe Golias

Title: Vice President, Helena
Laboratories Corporation

By: 

Name: Wayne Pambianchi

Title: Chairman, Array Medical, Inc.