

G-110

09-25-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101468581

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other Release of Liens
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
8/2/00

Name BNP Paribas, fka Banque Paribas

Formerly _____

75274771

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Unknown

Receiving Party

Mark if additional names of receiving parties attached

Name Maxtec, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2425 South 900 West, Suite B

Address (line 2) _____

Address (line 3) Salt Lake City
City

UT
State/Country

84119
Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/25/2000 MTHA11 00000097 75274771

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002145 FRAME: 0386

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Michelle D. Kahn, Esq.

9/1/00

Name of Person Signing

Signature

Date Signed

**RELEASE OF LIENS
ON PATENTS AND TRADEMARKS**

This Release of Liens on Patents and Trademarks (the "Release") is entered into as of ~~July~~^{August} 2, 2000 by BNP Paribas, fka Banque Paribas, ("Paribas") for the benefit of Maxtec, Inc., a Delaware corporation (hereinafter "Maxtec").

WHEREAS, Maxtec and certain lenders (the "Lenders"), such Lenders including specifically The Bank of Nova Scotia, as Documentation Agent, and Paribas, as Administrative Agent for the Lenders, are parties to (1) a Credit Agreement, dated as of March 25, 1996 and as amended to the date hereof (the "Credit Agreement") and (2) a Forbearance Agreement, effective August 27, 1999 and relating to the Credit Agreement (the "Forbearance Agreement"); and

WHEREAS, as collateral for the Credit Agreement and the Forbearance Agreement, Maxtec has executed those certain documents entitled (i) Company Patent Collateral Assignment and Security Agreement, (ii) Company Trademark Collateral Security Agreement and Conditional Assignment, (iii) Subsidiary Trademark Security Agreement and Conditional Assignment, and (iv) Subsidiary Patent Collateral Assignment and Security Agreement, as described in Exhibit A hereto pursuant to and in conjunction with the execution of the Credit Agreement and the Forbearance Agreement (collectively, the "Liens");

WHEREAS, the Liens set forth above have been recorded with the United States Department of Commerce, Patent and Trademark Office, as set forth in Exhibit A, and such recordations denote Paribas as the Assignee;

WHEREAS, pursuant to an Asset Purchase Agreement dated as of July 24, 2000 (the "Asset Purchase Agreement") between Maxtec and predecessor to Maxtec Analytical, Inc. ("Maxtec Analytical") substantially all of Maxtec's assets, including the patents and trademarks subject to the Liens, will be, effective upon closing of such Asset Purchase Agreement, assigned to Maxtec Analytical;

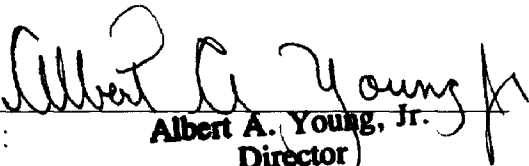
WHEREAS, in return for the assignment of the cash consideration and a Note to be paid to Maxtec by Maxtec Analytical, Inc. under the Asset Purchase Agreement, the Lenders have agreed to release all Liens they hold or may hold against the assets transferred to Maxtec Analytical under the Asset Purchase Agreement, including the patents and trademarks subject to the Liens;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Paribas does hereby absolutely and unconditionally release all security interests and assignments in patents and

trademarks granted by Maxtec in favor of Paribas, as Administrative Agent for the Lenders, including but not limited to a full release of all of the Liens. Paribas also expressly hereby acknowledges that, although the information set forth in Exhibit A hereto has tried to capture all of the outstanding Liens by the Lenders against the patents and trademarks of Maxtec, it is the intent of Paribas, on behalf of the Lenders, to release all such Liens that they may hold against Maxtec relating to the Credit Agreement and the Forbearance Agreement and any additional such Liens or security interests which have been inadvertently excluded from Exhibit A are also hereby expressly released by Paribas, in its capacity as the Administrative Agent for the Lenders.

IN WITNESS WHEREOF, Paribas has caused this Release of Liens on Patents and Trademarks to be executed by its duly authorized representative as of the day and year set forth above.

BNP PARIBAS, as Administrative Agent
and individually as a Lender

By: 
Title: **Albert A. Young, Jr.**
Director

By: _____
Title: _____

ACKNOWLEDGED AND ACCEPTED:

THE BANK OF NOVA SCOTIA, as a Lender

By: _____
Title: _____

trademarks granted by Maxtec in favor of Paribas, as Administrative Agent for the Lenders, including but not limited to a full release of all of the Liens. Paribas also expressly hereby acknowledges that, although the information set forth in Exhibit A hereto has tried to capture all of the outstanding Liens by the Lenders against the patents and trademarks of Maxtec, it is the intent of Paribas, on behalf of the Lenders, to release all such Liens that they may hold against Maxtec relating to the Credit Agreement and the Forbearance Agreement and any additional such Liens or security interests which have been inadvertently excluded from Exhibit A are also hereby expressly released by Paribas, in its capacity as the Administrative Agent for the Lenders.

IN WITNESS WHEREOF, Paribas has caused this Release of Liens on Patents and Trademarks to be executed by its duly authorized representative as of the day and year set forth above.

BNP PARIBAS, as Administrative Agent and individually as a Lender

By: _____
Title:

By: _____
Title:

ACKNOWLEDGED AND ACCEPTED:

THE BANK OF NOVA SCOTIA, as a Lender

By: *[Signature]*
Title: DIRECTOR

EXHIBIT A
PATENTS AND TRADEMARKS RELEASED

1. First Amendment to Subsidiary Patent Collateral Assignment and Security Agreement, dated May 14, 1996, by and between Maxtec, Inc. as Grantor, and Paribas, fka Banque Paribas (as administrative agent of the secured party(s) under that certain Credit Agreement dated March 25, 1996) as Secured Party, regarding:

Registered Owner	Invention Description	Application Number	Application File Date
Maxtec, Inc.	Volume efficient acid balanced galvanic oxygen sensor	08/957,150	October 24, 1997

2. First Amendment to Subsidiary Trademark Security Agreement and Conditional Assignment, dated May 14, 1996, by and between Maxtec, Inc. as Grantor, and Paribas, fka Banque Paribas (as administrative agent of the secured party(s) under that certain Credit Agreement dated March 25, 1996) as Secured Party, regarding those trademarks set forth on the attached **Exhibit 1**.
3. Notice of Recordation of Assignment Document, recorded 8/26/1999, with Maxtec, Inc. as Assignor, and Paribas as Assignee; regarding Security Agreement Abstract, made pursuant to a Subsidiary Trademark Security Agreement dated as of May 14, 1996, and thereafter amended, by Maxtec, Inc. granting to Paribas, fka Banque Paribas (as administrative agent of the secured party(s) under that certain Credit Agreement dated March 25, 1996, as thereafter amended), regarding those trademarks set forth on the attached **Exhibit 2**.
4. Security Agreement Abstract, made pursuant to a Patent Security Agreement dated as of May 14, 1996, and thereafter amended, by Maxtec, Inc. granting to Paribas (fka Banque Paribas) (as administrative agent for the secured party(s) under that certain Credit Agreement dated March 25, 1996, and thereafter amended), regarding the patent set forth on the attached **Exhibit 3**.

5. Financing Statement, recorded 8/25/99 as File #653119, with Maxtec, Inc. as Debtor, and Paribas, fka Banque Paribas (as Administrative Agent for itself and certain other Lenders), as set forth on the attached **Exhibit 4**.

6. Financing Statement, recorded 9/8/99 as File #9925660944, with Maxtec, Inc. as Debtor, and Paribas, fka Banque Paribas (as Administrative Agent for itself and certain other Lenders), as set forth on the attached **Exhibit 5**.

~~EXHIBIT A~~

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Maxtec, Inc.	MAX02	1,931,168	
Maxtec, Inc.	CROSS-TOP	1,978,455	

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Serial Number</u>	<u>Registration Date</u>
Maxtec, Inc.	HANDI	75/350,880	
Maxtec, Inc.	ULTRAMAX	75/350,881	
Maxtec, Inc.	WHEN EVERY BREATH COUNTS	75/350,882	
Maxtec, Inc.	MAXCELL, Class 1	75/274,772	
Maxtec, Inc.	MAXCELL, Class 9	75/274,771	
Maxtec, Inc.	MAXTEX	Not yet assigned	

EXHIBIT A CONT'D

<u>Registered Owner</u>	<u>Foreign Trademark Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>
Maxtec, Inc.	HANDI	European Community	000627166
Maxtec, Inc.	HANDI	Canada	855,596
Maxtec, Inc.	ULTRAMAX	Canada	855,598
Maxtec, Inc.	MAXCELL	Canada	855,599
Maxtec, Inc.	MAXCELL	European Community	000627323
Maxtec, Inc.	MAXO2	Benelux	612 654
Maxtec, Inc.	MAXO2	Germany	396 18 974
Maxtec, Inc.	MAXO2	Japan	8-24296
Maxtec, Inc.	MAXO2	United Kingdom	2068702



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

OCTOBER 27, 1999

PTAS

PACHULSKI, STANG, ZIEHL & YOUNG P.C.
WILLIAM P. WEINTRAUB, ESQ.
650 CALIFORNIA STREET, 15TH FLOOR
SAN FRANCISCO, CALIFORNIA 94108



101130456A

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/26/1999

REEL/FRAME: 001950/0124
NUMBER OF PAGES: 4

BRIEF: SECURITY INTEREST

ASSIGNOR:
MAXTEC, INC.

DOC DATE: 08/13/1999
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:
PARIBAS
101 CALIFORNIA STREET
SUITE 3150
SAN FRANCISCO, CALIFORNIA 94111

CITIZENSHIP:
ENTITY: UNKNOWN

APPLICATION NUMBER: 75350880
REGISTRATION NUMBER: 2276534

FILING DATE: 09/03/1997
ISSUE DATE: 09/07/1999

MARK: HANDI
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

RECEIVED

NOV 15 1999

**PACHULSKI, STANG
ZIEHL & YOUNG**

EXHIBIT 2

**TRADEMARK
REEL: 002145 FRAME: 0395**

APPLICATION NUMBER: 75274772
REGISTRATION NUMBER:

FILING DATE: 03/18/1997
ISSUE DATE:

MARK: MAXCELL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75350881
REGISTRATION NUMBER:

FILING DATE: 09/03/1997
ISSUE DATE:

MARK: ULTRAMAX

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75274771
REGISTRATION NUMBER:

FILING DATE: 03/18/1997
ISSUE DATE:

MARK: MAXCELL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75350882
REGISTRATION NUMBER:

FILING DATE: 09/03/1997
ISSUE DATE:

MARK: WHEN EVERY BREATH COUNTS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74566266
REGISTRATION NUMBER: 1931168

FILING DATE: 08/26/1994
ISSUE DATE: 10/31/1995

MARK: MAXO

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74700660
REGISTRATION NUMBER: 1978455

FILING DATE: 07/13/1995
ISSUE DATE: 06/04/1996

MARK: CROSS-TOP

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

LAWAN FLETCHER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.
MAX02	1,931,168
CROSS-TOP	1,978,455

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.
HANDI	75/350,880
ULTRAMAX	75/350,881
WHEN EVERY BREATH COUNTS	75/350,882
MAXCELL, Class 1	75/274,772
MAXCELL, Class 9	75,274,771
MAXTEX	Not yet assigned

EXHIBIT A

U.S. PATENT APPLICATIONS

DATE FILED	DESCRIPTION	APPLICATION NO.
10/24/97	Volume efficient acid based galvanic oxygen sensor	68/957,150

EXHIBIT 3

EXHIBIT A TO SECURITY AGREEMENT ABSTRACT (MAXTEC)
07955-003\DOCS_SF:348.1

TRADEMARK
REEL: 002145 FRAME: 0398

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations;

4. all deposit accounts, including all deposit accounts maintained with Secured Party;

5. all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by Debtor and all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, held or used by Debtor in whole or in part, (including, without limitation, the patents listed on Schedule A annexed hereto) all rights (but not obligations) corresponding thereto (including, without limitation, the right (but not the obligation) to sue for past, present and future infringements in the name of Debtor or in the name of Secured Party, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"), all rights and interests pursuant to licensing or other contracts in favor of Debtor pertaining to patent applications and patents presently or in the future owned or used by third parties but, in the case of third parties which are not affiliates of Debtor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties;

6. all general intangibles relating to the Patents;

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

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San Francisco, California 94111

7. all trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "Trademarks"), and rights and interests in Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by Debtor, in whole or in part, and including all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights") with respect thereto, (including, without limitation, the Trademarks listed on Schedule A annexed hereto), and all federal, state and foreign registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (the "Registrations") therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party or otherwise for past, present and future infringements of the Trademarks, Registrations or Trademark Rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and all goodwill of Debtor's business symbolized by the Trademarks and associated therewith, and all rights and interests pursuant to licensing or other contracts in favor of Debtor pertaining to the Trademarks,

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

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San Francisco, California 94111

Registrations or Trademark Rights presently or in the future owned or used by third parties.

8. all of the following documents and things in Debtor's possession, or subject to Debtor's right to possession, related to (y) the production, sale and delivery by Debtor, or by any affiliate, licensee or subcontractor of Debtor, of products or services sold or delivered by or under the authority of Debtor in connection with the Trademarks, Registrations or Trademark Rights (which products and services shall include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights); or (z) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by Debtor or any affiliate, licensee or subcontractor of Debtor:

(a) all lists and ancillary documents that identify and describe any of Debtor's customers, or those of its affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the person or persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by Debtor, or the credit,

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

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San Francisco, California 94111

payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(b) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights;

(c) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(d) all documents constituting or concerning the then current or proposed advertising and promotion by Debtor or its affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

DEBTOR

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Salt Lake City, UT 84119

SECURED PARTY

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San Francisco, California 94111

9. all other general intangibles (including, without limitation, tax refunds, rights to payment or performance, choses in action and judgments taken on any rights or claims included in the Collateral);

10. all plant fixtures, business fixtures and other fixtures and storage and office facilities, and all accessions thereto and products thereof;

11. all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

12. all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the shares of stock of any subsidiary of Debtor ("Pledged Shares");

13. all additional shares of, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock of any issuer of Pledged Shares from time to time acquired by Debtor in any manner, and all dividends, cash, warrants, rights, instruments, and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional shares, securities, warrants, options or other rights; and

DEBTOR

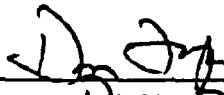
Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

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and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

14. all proceeds products, rents and profits of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this financing statement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

MAXTEC, INC.

By: 
Name: DON TAYLOR
Title: VP & CFO

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
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101 California Street, Suite 3150
San Francisco, California 94111

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.
MAX02	1,931,168
CROSS-TOP	1,978,455

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.
HANDI	75/350,880
ULTRAMAX	75/350,881
WHEN EVERY BREATH COUNTS	75/350,882
MAXCELL, Class 1	75/274,772
MAXCELL, Class 9	75/274,771
MAXTEX	Not yet assigned

A-1

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
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101 California Street, Suite 3150
San Francisco, California 94111

FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS

TRADEMARK	COUNTRY	REG/APLN. NO.
HANDI	European Community	000627166
HANDI	Canada	855,596
ULTRAMAX	Canada	855,598
MAXCELL	Canada	855,599
MAXCELL	European Community	000627323
MAXO2	Benelux	612 654
MAXO2	Germany	396 18 974
MAXO2	Japan	8-24296
MAXO2	United Kingdom	2068702

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SCHEDULE I

This Schedule I, consisting of 7 pages, and Schedule A hereto, consisting of an additional 2 pages, is attached to and made a part of a financing statement naming the following parties:

DEBTOR

Maxtec, Inc.
2332 Fourth Street
Berkeley, CA 94107

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

The financing statement to which this Schedule I is attached and of which it is made a part covers all of Debtor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Debtor now has or hereafter acquires an interest, wherever the same may be located and whether the same may be tangible or intangible (the "Collateral"):

1. all equipment in all of its forms, all parts thereof and all accessions thereto;
2. all inventory in all of its forms (including, but not limited to, (a) all goods held by Debtor for sale or lease or to be furnished under contracts of service or so leased or furnished, (b) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in Debtor's business, (c) all goods in which Debtor has an interest in mass or a joint or other interest or right of any kind, and (d) all goods which are returned to or repossessed by Debtor) and all accessions thereto and products thereof and all negotiable documents of title (including, without limitation, warehouse receipts, dock receipts and bills of lading) issued by any person or entity covering any such inventory;
3. all accounts, contract rights, chattel paper, documents, instruments, general intangibles and other rights and obligations of any kind and all rights in, to and under all security agreements, leases and other contracts securing or

DEBTOR

Maxtec, Inc.
2332 Fourth Street
Berkeley, CA 94107

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
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San Francisco, California 94111

otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations;

4. all deposit accounts, including all deposit accounts maintained with Secured Party;

5. all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by Debtor and all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, held or used by Debtor in whole or in part, (including, without limitation, the patents listed on Schedule A annexed hereto) all rights (but not obligations) corresponding thereto (including, without limitation, the right (but not the obligation) to sue for past, present and future infringements in the name of Debtor or in the name of Secured Party, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"), all rights and interests pursuant to licensing or other contracts in favor of Debtor pertaining to patent applications and patents presently or in the future owned or used by third parties but, in the case of third parties which are not affiliates of Debtor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties;

6. all general intangibles relating to the Patents;

DEBTOR

Maxtec, Inc.
2332 Fourth Street
Berkeley, CA 94107

SECURED PARTY

PARIBAS, formerly BANQUE PARIBAS,
as Administrative Agent, for itself
and certain other lenders
101 California Street, Suite 3150
San Francisco, California 94111

7. all trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "Trademarks"), and rights and interests in Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by Debtor, in whole or in part, and including all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights") with respect thereto, (including, without limitation, the Trademarks listed on Schedule A annexed hereto), and all federal, state and foreign registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (the "Registrations") therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party or otherwise for past, present and future infringements of the Trademarks, Registrations or Trademark Rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and all goodwill of Debtor's business symbolized by the Trademarks and associated therewith, and all rights and interests pursuant to licensing or other contracts in favor of Debtor pertaining to the Trademarks,

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Registrations or Trademark Rights presently or in the future owned or used by third parties.

8. all of the following documents and things in Debtor's possession, or subject to Debtor's right to possession, related to (y) the production, sale and delivery by Debtor, or by any affiliate, licensee or subcontractor of Debtor, of products or services sold or delivered by or under the authority of Debtor in connection with the Trademarks, Registrations or Trademark Rights (which products and services shall include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights); or (z) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by Debtor or any affiliate, licensee or subcontractor of Debtor:

(a) all lists and ancillary documents that identify and describe any of Debtor's customers, or those of its affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the person or persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by Debtor, or the credit,

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payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(b) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights;

(c) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(d) all documents constituting or concerning the then current or proposed advertising and promotion by Debtor or its affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

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9. all other general intangibles (including, without limitation, tax refunds, rights to payment or performance, choses in action and judgments taken on any rights or claims included in the Collateral);

10. all plant fixtures, business fixtures and other fixtures and storage and office facilities, and all accessions thereto and products thereof;

11. all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

12. all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the shares of stock of any subsidiary of Debtor ("Pledged Shares");

13. all additional shares of, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock of any issuer of Pledged Shares from time to time acquired by Debtor in any manner, and all dividends, cash, warrants, rights, instruments, and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional shares, securities, warrants, options or other rights; and

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14. all proceeds products, rents and profits of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this financing statement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

MAXTEC, INC.

By: Don Doherty
Name: Don Doherty
Title: Secretary

DEBTOR

Maxtec, Inc.
2425 South 900 West
Salt Lake City, UT 84119

SECURED PARTY

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San Francisco, California 94111

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.
MAX02	1,931,168
CROSS-TOP	1,978,455

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.
HANDI	75/350,880
ULTRAMAX	75/350,881
WHEN EVERY BREATH COUNTS	75/350,882
MAXCELL, Class 1	75/274,772
MAXCELL, Class 9	75/274,771
MAXTEX	Not yet assigned

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

EK234604902US

"Express Mail" Mailing Label Number: _____

Date of Deposit: *September 11, 2000*

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Asst. Commissioner of Patents and Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

Summer Spano

Summer Spano

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ATTORNEYS AT LAW

SEVENTEENTH FLOOR

FOUR EMBARCADERO CENTER

SAN FRANCISCO, CALIFORNIA 94111-4106

TELEPHONE (415) 434-9100

FACSIMILE (415) 434-3947

OUR FILE NUMBER

VAZ-72385

WRITER'S DIRECT LINE

(415) 774-2953

September 11, 2000

Commissioner of Patents and Trademarks
Box Assignment
Washington, D.C. 20231

Re: Release of Liens

Trademarks: CROSS-TOP; HANDI; MAXCELL; MAXCELL; MAXO2;
ULTRAMAX; WHEN EVERY BREATH COUNTS

In the names of:

Assignor: BNP Paribas, fka Banque Paribas

Assignee: Maxtec, Inc.

Our Ref. No.: VAZ-72385

Dear Sir:

Enclosed herewith please find for recordation by your office a Release of Liens together with the Trademark Recordation Form Cover Sheet for the following trademarks:

1. CROSS-TOP
2. HANDI
3. MAXCELL
4. MAXCELL
5. MAXO2
6. ULTRAMAX; and
7. WHEN EVERY BREATH COUNTS

Our check in the amount of \$190.00 is enclosed in payment of the filing fee. Please charge any additional fees or make any credits to Deposit Account No. 501395.

Very truly yours,



Michelle D. Kahn
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Enclosures

WORD-SF\FKM\61222657.1

LOS ANGELES ■ ORANGE COUNTY ■ SAN DIEGO ■ SAN FRANCISCO

RECORDED: 09/11/2000

TRADEMARK
REEL: 002145 FRAME: 0416