



Tab settings => =>

101624755

ad original documents or copy thereof.

To the Honorable Commissioner of Patent.

1. Name of conveying party(ies):  
**MEDEX, INC.**  
 8250 Shier Rings Road  
 Dublin, Ohio 43016

*2-20-01*

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: OH  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: PNC BANK, National Association, as Agent  
 Internal Address: \_\_\_\_\_  
 Street Address: Two Tower Center Boulevard  
 City: New Brunswick State: NJ ZIP: 08816

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National Association

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 conveyances:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: February 9, 2001

4. Application Number(s) or registration number(s):  
 A. Trademark Application.(s)  
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)  
SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  No

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

Name: Federal Research Corporation

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

Street Address: 400 Seventh Avenue, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: ..... 22

7. Total fee (37 CFR 3.41): .....

Enclosed  
 Authorized to be charged to deposit account

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

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

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*

Loukia Harris

Name of Person Signing

*Loukia Harris*

Signature

February 13, 2001

Date

Total number of pages including coversheet, attachments and document: 4

03/01/E001 87DN11 00000157 1599451

01 FC:481

40.00 DP

02 FC:482

525.00 DP

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

TRADEMARK  
REEL: 002244 FRAME: 0541

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2001 FEB 20 PM 5:59  
ASSIGNMENT SERVICES  
DIVISION

**SCHEDULE A****Medex Trademarks**

<b><u>Trademark</u></b>	<b><u>Registration or Filing Date</u></b>	<b><u>Registration or Application No.</u></b>	<b><u>Status</u></b>
<i>C-FUSOR</i>	14-Jul-89	1599451	Registered
<i>CABLE-CAL</i>	04-Jul-89	1557826	Registered
<i>CLEAR-CUFF</i>	05-Jul-90	1649384	Registered
<i>EZ-1</i>	25-Jan-94	1936415	Registered
<i>GUIDE-&gt;FLO Design</i>	14-Mar-73	994010	Registered
<i>INTELLJECT</i>	20-Jul-94	1907230	Registered
<i>INTELLIPROM</i>	20-Jul-94	1908308	Registered
<i>INTERCHANGE</i>	17-Feb-97	1947413	Registered
<i>LOGICAL</i>	01-Jun-00	78/061283	Pending
<i>MEDEX</i>	16-Aug-82	1289938	Registered
<i>MEDEX Design</i>	16-May-83	1313305	Registered
<i>MEDFLATOR</i>	16-Mar-92	1801482	Registered
<i>NOVATRANS</i>	16-Dec-85	1440522	Registered
<i>NOVATRANS II</i>	10-Jul-89	1590721	Registered
<i>NU-SITE</i>	28-Jun-93	1928534	Registered
<i>PROTÉGÉ</i>	11-Sep-98	2371669	Registered
<i>SECURE</i>	08-Feb-91	1842313	Registered
<i>SIMPLICITY</i>	10-Mar-83	1278840	Registered
<i>SimulCath</i>	12-Aug-91	1749339	Registered
<i>SURE-CAL</i>	16-Feb-89	1556694	Registered
<i>TRANSTAR</i>	21-Jul-93	1909237	Registered
<i>TRILOGY</i>	25-Jun-92	1841271	Registered

**TRADEMARK SECURITY AGREEMENT**

WHEREAS, Medex, Inc., a corporation formed under the laws of Ohio, located at 6250 Shier Rings Road, Dublin, Ohio 43016 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to PNC Bank, National Association ("PNC"), The Huntington National Bank ("HNB") and various other financial institutions (PNC, HNB, and such other financial institutions are referred to herein collectively as the, "Lenders") and PNC as agent for Lenders ("Agent") pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Borrowers and the other Credit Parties defined therein and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby collaterally assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
February 9, 2001

Witness:



MEDEX, INC.

By:



Name: Dominick A. Arena  
Its: President

Witness:



PNC BANK, NATIONAL ASSOCIATION, as  
Agent

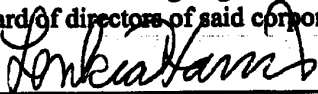
By:



Name: Mark J. Kiskorna  
Its: Vice President

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

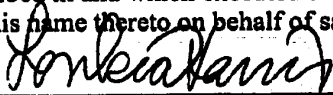
On this 9 day of February, 2001, before me personally came Dominick A. Arena, to me known, who, being by me duly sworn, did depose and say that he is the President of Medex, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

  
\_\_\_\_\_  
Notary Public

LOUKIA HARRIS  
Notary Public, State of New York  
No. 01HA4995575  
Qualified in Nassau County  
Commission Expires April 27, 2002

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

On this 9 day of February, 2001, before me personally came Mark J. Kiskorna, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of PNC Bank, National Association, the company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said company.

  
\_\_\_\_\_  
Notary Public

LOUKIA HARRIS  
Notary Public, State of New York  
No. 01HA4995575  
Qualified in Nassau County  
Commission Expires April 27, 2002