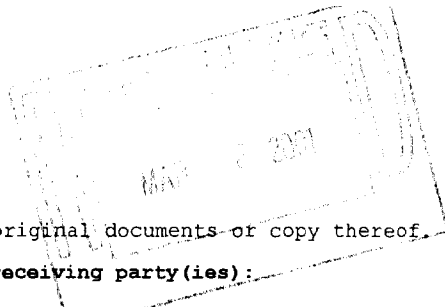


03-27-2001



101649293

IEET



3-8-01

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

1. Name of conveying party(ies):

Medex, Inc..

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

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

Yes  No

3. Nature of Conveyance:

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

Execution Date: February 9, 2001

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

Trademark Application No.(s)  
76/061,283

Additional numbers attached?  Yes  No

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

Name: Belinda L. Reynolds, Legal Assistant

Internal Address:

Porter, Wright, Morris & Arthur

Street Address: 41 South High Street

City: Columbus State: OH ZIP: 43215

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

Name: Stonehenge Opportunity Fund, LLC  
Internal Address:  
Street Address: 191 W. Nationwide Blvd., Suite 600  
City Columbus, Ohio 43215

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes  No  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

B. Trademark registration No.(s) 1,599,451; 1,557,826; 1,649,384; 1,936,415; 994,010; 1,907,230; 1,908,308; 1,947,413; 1,289,938; 1,313,305; 1,801,482; 1,440,522; 1,590,721; 1,928,534; 2,371,669; 1,842,313; 1,278,840; 1,749,339; 1,556,694; 1,909,237; 1,841,271

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41):.....\$565.00

- Enclosed
- Authorized to be charged to deposit account (any deficiencies)

8. Deposit account number: 16-2326

(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 true copy of the original documents.

Aimee A. Zaleski  
Name of Person Signing

*Aimee A. Zaleski*  
Signature

3/5/01  
Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Trademarks  
Box Assignments  
2900 Crystal Drive  
Arlington, VA 22202-3513

03/27/2001 DBYRNE 00000022 76061283  
01 FC:481 40.00 OP  
02 FC:482 525.00 OP

## **TRADEMARK SECURITY AGREEMENT**

WHEREAS, Medex, Inc., a corporation formed under the laws of Ohio, located at 6250 Shier Rings Road, Dublin, Ohio 43016 ("Medex"), 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, Medex's parent company, MedVest Holdings Corporation ("MedVest") is obligated to Stonehenge Opportunity Fund, LLC ("Stonehenge") in connection with a certain Note Purchase Agreement, dated the date hereof, and Medex is obligated to Stonehenge pursuant to a certain Trademark Collateral Security Agreement, dated the date hereof, made by Medex in favor of Stonehenge (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Medex is granting to Stonehenge 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, Medex, subject to (a) the first priority security interest granted to PNC Bank, National Association, for itself and as agent ("PNC"), The Huntington National Bank and any other lenders named in a certain Revolving Credit, Term Loan and Security Agreement (collectively the "Senior Lenders") dated as of even date herewith by, between and among Medex, the Senior Lenders and various affiliates of Medex, and (b) that certain Subordination and Intercreditor Agreement dated as of even date herewith among, by and between PNC and Stonehenge, among others, does hereby collaterally assign unto Stonehenge and grant to Stonehenge 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 assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

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

[Signatures and acknowledgements to follow on next page]

Dated: New York, New York  
February 9, 2001

Witness:

          
*John C. Puls*

MEDEX, INC.

By:           
*Dominick A. Arena*  
Dominick A. Arena, President

Witness:

\_\_\_\_\_

STONEHENGE OPPORTUNITY FUND, LLC

By: \_\_\_\_\_  
Michael H. Thomas, Authorized Agent

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

On this 9<sup>th</sup> 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 he signed his name thereto by order of the board of directors of said corporation.

**ANNETTE LUSARDI**  
Notary Public, State of New York  
No. 01LU5077846  
Qualified in Suffolk County  
Commission Expires May 12, 2001

          
*Annette Lusardi*  
Notary Public

STATE OF OHIO     )  
                                  : ss.:  
COUNTY OF FRANKLIN   )

On this \_\_\_\_ day of February, 2001, before me personally came Michael H. Thomas, to me known, who, being by me duly sworn, did depose and say that he is an authorized agent of Stonehenge Opportunity Fund, LLC, 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

Dated: New York, New York  
February 9, 2001

Witness:

MEDEX, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Dominick A. Arena, President

Witness:

STONEHENGE OPPORTUNITY FUND, LLC

*James P. Botti*  
\_\_\_\_\_

By: *Michael H. Thomas*  
\_\_\_\_\_ Michael H. Thomas, Authorized Agent

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

On this 9<sup>th</sup> 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 he signed his name thereto by order of the board of directors of said corporation.

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

STATE OF OHIO     )  
  : ss.:  
COUNTY OF FRANKLIN    )

On this 9<sup>th</sup> day of February, 2001, before me personally came Michael H. Thomas, to me known, who, being by me duly sworn, did depose and say that he is an authorized agent of Stonehenge Opportunity Fund, LLC, 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.

*James P. Botti*  
\_\_\_\_\_  
Notary Public

JAMES P. BOTTI  
ATTORNEY AT LAW  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE  
SECTION 147.03 R. C.

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

<b><u>Trademark</u></b>	<b><u>Country</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>	United States	14-Jul-89	1599451	Registered
<i>CABLE-CAL</i>	United States	04-Jul-89	1557826	Registered
<i>CLEAR-CUFF</i>	United States	05-Jul-90	1649384	Registered
<i>EZ-1</i>	United States	25-Jan-94	1936415	Registered
<i>GUIDE-FLO Design</i>	United States	14-Mar-73	994010	Registered
<i>INTELLJECT</i>	United States	20-Jul-94	1907230	Registered
<i>INTELLIPROM</i>	United States	20-Jul-94	1908308	Registered
<i>INTERCHANGE</i>	United States	17-Feb-97	1947413	Registered
<i>LOGICAL</i>	United States	01-Jun-00	76/061,283	Pending
<i>MEDEX</i>	United States	16-Aug-82	1289938	Registered
<i>MEDEX Design</i>	United States	18-May-83	1313305	Registered
<i>MEDFLATOR</i>	United States	16-Mar-92	1801482	Registered
<i>NOVATRANS</i>	United States	16-Dec-85	1440522	Registered
<i>NOVATRANS II</i>	United States	10-Jul-89	1590721	Registered
<i>NU-SITE</i>	United States	28-Jun-93	1928534	Registered
<i>PROTÉGÉ</i>	United States	11-Sep-98	2371669	Registered
<i>SECURE</i>	United States	08-Feb-91	1842313	Registered
<i>SIMPLICITY</i>	United States	10-Mar-83	1278840	Registered
<i>SimulCath</i>	United States	12-Aug-91	1749339	Registered
<i>SURE-CAL</i>	United States	16-Feb-89	1556694	Registered
<i>TRANSTAR</i>	United States	21-Jul-93	1909237	Registered
<i>TRILOGY</i>	United States	25-Jun-92	1841271	Registered