

05-09-2001



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U.S. Patent & TMO/TM Mail Rpt Dt. #34

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

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4-30-01

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
Effective Date
Month Day Year

Change of Name
 Other

Conveying Party

Mark if additional names of conveying parties attached.

Name

Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached.

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

05/09/2001 TDIAZ1 00000056 75250149

FOR OFFICE USE ONLY

290E

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 (6561-0027), 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: 002290 FRAME: 0556

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached.

Enter Additional receiving party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Zip Code
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.)

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)

<input type="text" value="75/250149"/>	<input type="text" value="74/727823"/>	<input type="text" value="75/024914"/>	<input type="text" value="1,623,080"/>	<input type="text" value="1,646,388"/>	<input type="text"/>
<input type="text" value="75/024913"/>	<input type="text" value="75/888237"/>	<input type="text" value="76/205113"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/205148"/>	<input type="text" value="76/225160"/>	<input type="text" value="75/525515"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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)

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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.

Jane O. Pruitt
Name of Person Signing


Signature

April 27, 2001
Date Signed

AGREEMENT
(Trademark)

THIS AGREEMENT (Trademark) dated as of February 1, 2001 (the "Agreement"), between LIFENET, a Virginia nonprofit corporation (the "Company"), and SUNTRUST BANK, a Georgia corporation (the "Bank");

WITNESSETH:

WHEREAS, pursuant to the Letter of Credit Agreement, dated as of February 1, 2001, between the Company and the Bank (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Bank agreed to issue its irrevocable letter of credit (the "Letter of Credit") in the stated amount of \$13,641,945 on behalf of the Company to provide credit enhancement for the \$13,400,000 City of Virginia Beach Development Authority's Variable Rate Demand Revenue Bonds (LifeNet Project), Series 2001; and

WHEREAS, in connection with the Credit Agreement, the Company and the Bank have executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to issuance of the Letter of Credit, the Company is required to execute and deliver this Agreement and to grant to the Bank a continuing security interest in all of the Trademark Collateral to secure all Indebtedness; and

WHEREAS, the Company has duly authorized the execution, delivery, and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Bank to issue the Letter of Credit pursuant to the Credit Agreement, the Company agrees, for the benefit of the Bank, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or the Letter of Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Indebtedness, the Company does hereby mortgage, pledge and hypothecate to the Bank, for its benefit, and does hereby grant to the Bank, for its benefit, a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business

names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals, if applicable, of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Indebtedness and the termination of all obligations of the Bank under the Credit Agreement, the Bank shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or appropriate to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference


herein as if fully set forth herein.

SECTION 6. Security Document and Loan Document. This Agreement is one of the Operative Documents executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

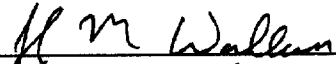
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LIFENET, a Virginia nonprofit corporation

By: 
Name: Raymond T. St. John
Title: Senior Vice President, Corporate Services

SUNTRUST BANK, a Georgia corporation

By: 
Name: John M. Wallace
Title: Vice President

ATTACHMENT 1

Item A. Trademarks

United States Trademarks and Services Marks Registrations and Applications

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Alloflow	2/24/98	Serial #75/250,149
Allowash	6/4/96	Serial #74/727,823 and #75/024,914
LifeNet	11/13/90	Registration #1,623,080
LifeNet Logo	5/28/91	Registration #1,646,388
Tissue Tracker	5/27/97	Serial #75/024,913
Kinetigraft	1/5/00	Serial #75/888,237
Cruciafix	2/5/01	Serial #76/205,113
Symphograft	2/2/01	Serial #76/205,148
Matracell	3/15/01	Serial #76/225,160 and #75/525,515

Pending United States Trademarks/Services Marks Registrations and Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
NONE		

Item B: Trademark Licenses

<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
<u>NONE</u>				

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