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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101775185

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

1. Name of conveying party(ies):

Lifenet

- Individual(s) Association General Partnership Limited Partnership Corporation-State a Virginia corporation Other

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

2. Name and address of receiving party(ies)

Name: Suntrust Bank

Internal

Address:

Street Address: P.O. Box 27385 HDQ 5905

City: Richmond State: VA Zip: 23261-7385

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: N/A (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: February 1, 2001

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

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

1,623,080

1,646,388

Additional number(s) attached Yes No

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

Name: Catherine A. Steffen, Esq.

Internal Address: Williams, Mullen, Clark & Dobbins, P.C.

Street Address: One Columbus Center

City: Va. Beach State: VA Zip: 23462

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41): \$ 290

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-0766

(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.

Catherine A. Steffen

Name of Person Signing

Signature

June 29, 2001

Date

Total number of pages including cover sheet, attachments, and document:

07/11/2001 DBYRNE 00000193 500766 1623080

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

01 FC:481 40.00 CH 02 FC:482 250.00 CH

TRADEMARK REEL: 002327 FRAME: 0429

ATTACHMENT 1

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
Crucifix	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

#302405 v1 - atchment for PTO trademark lien filing

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

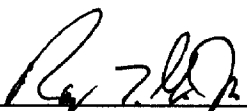
herein as if fully set forth herein.

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