

4-30-03

04-30-2003

Form PTO-1594
(Rev. 03/01)
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Tab settings

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102427460

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

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

1. Name of conveying party(ies):

MAXXIM MEDICAL, INC.

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

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

3. Nature of conveyance:

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

Execution Date: FEBRUARY 12, 2003

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, AS AGENT

Internal Address: P.O. BOX 2258

Street Address: LIEN PERFECTION UNIT

City: HOUSTON State: TX Zip: 77252

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

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

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

A. Trademark Application No.(s)

SEE SCHEDULE 1 ATTACHED HERETO.

B. Trademark Registration No.(s)

SEE SCHEDULE 1 ATTACHED HERETO.

Additional number(s) attached Yes No

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

Name: JACKIE LEE

Internal Address: ACCESS INFORMATION SERVICES, INC.

Street Address: 1773 WESTERN AVENUE

City: ALBANY State: NY Zip: 12203

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41).....\$ 290.00

- 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.

Jackie Lee

Name of Person Signing

Jackie Lee

Signature

2-13-03

Date

05/01/2003 DRYRNF 00000001 76461677

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

10

01 FC:8521
02 FC:8522
03 FC:8523

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

TRADEMARK
REEL: 002642 FRAME: 0145

**Schedule 1
to Trademark
Security Agreement**

U.S. Trademark Applications and Registrations

Mark	Application/ Registration No.	Application/ Registration Date	Owner of Record
TRU-TOUCH	76/461,677	10/25/02	Maxxim Medical, Inc.
SNIPER ELITE	2,637,220	10/15/02	Maxxim Medical, Inc.
SNIPER	2,617,794	9/10/02	Maxxim Medical, Inc.
SENSICARE	2,492,444	9/25/01	Maxxim Medical, Inc.
MAXXIM MEDICAL	1,991,372	8/6/96	Maxxim Medical, Inc.
SAF-T TAINER	1,612,904	9/11/90	Maxxim Medical, Inc.
BOUNDARY	1,305,811	11/20/84	Maxxim Medical, Inc.
NEOLON	1,259,312	11/29/83	Maxxim Medical, Inc.
ARGON	1,147,579	2/24/81	Maxxim Medical, Inc.
BOUNDARY	1,027,169	12/16/75	Maxxim Medical, Inc.
TRU-TOUCH	767,618	3/31/64	Maxxim Medical, Inc.

TRADEMARK SECURITY AGREEMENT

WHEREAS, each of Maxxim Medical, Inc., a Texas corporation (“**Parent**”), and Maxxim Medical, Inc., a Delaware corporation (each, a “**Lien Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Maxxim Medical Group, Inc., a Delaware corporation (the “**Borrower**”), Parent, the subsidiaries of the Borrower party thereto, the DIP Lenders party thereto, and JPMorgan Chase Bank, as Fronting Bank, Administrative Agent and Collateral Agent, are parties to a Revolving Credit and Guaranty Agreement dated as of February [12], 2003 (as amended from time to time, the “**DIP Credit Agreement**”); and

WHEREAS, pursuant to (i) the Security and Pledge Agreement dated as of February [], 2003 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and JPMorgan Chase Bank, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Obligations (as defined in the DIP Credit Agreement) have been secured by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Lien Grantor, including all right, title and interest of such Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee, to secure the Obligations, a continuing security interest in all of such Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all

of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

Each Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.


Except to the extent expressly permitted in the Security Agreement or the DIP Credit Agreement, each Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Lien Grantor to the Grantee pursuant to the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee 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 are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 12 day of February, 2003.

LIEN GRANTORS:

MAXXIM MEDICAL, INC., a Texas
corporation

By: 

Name:

Title:

MAXXIM MEDICAL, INC., a Delaware
corporation

By: 

Name:

Title:

Trademark Security Agreement

STATE OF DE)
) ss.:
COUNTY OF NCC)

I, Debbie Laskin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Thomas Cochill, of MAXXIM MEDICAL, INC., a Texas corporation (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 12 day of February, 2003.

[Seal]

Debbie Laskin

Signature of notary public

My Commission expires _____

DEBBIE E. LASKIN
Notary Public - State of Delaware
My Comm. Expires Dec. 21, 2004

Trademark Security Agreement

TRADEMARK
REEL: 002642 FRAME: 0151

STATE OF DE)
) ss.:
COUNTY OF NCC)

I, Debbie Laskin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Thomas Cochill, of MAXXIM MEDICAL, INC., a Delaware corporation (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 12 day of February, 2003.

[Seal]

Debbie Laskin

Signature of notary public

My Commission expires _____

DEBBIE E. LASKIN
Notary Public - State of Delaware
My Comm. Expires Dec. 21, 2004

Trademark Security Agreement

TRADEMARK
REEL: 002642 FRAME: 0152

Acknowledged:

JPMORGAN CHASE BANK,
as Collateral Agent

By: *Susan E. Atkins*
Name: **Susan E. Atkins**
Title: **Managing Director**

Trademark Security Agreement

TRADEMARK
REEL: 002642 FRAME: 0153

**Schedule 1
to Trademark
Security Agreement**

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TRU-TOUCH	767,618	3/31/64	Maxxim Medical, Inc.

(NY) 04675/186/DIPDOCS/trademark.sec.agt.doc

RECORDED: 04/30/2003

**TRADEMARK
REEL: 002642 FRAME: 0154**