

01-13-2003

Patent and Trademark Office

1-13-03

Tab settings



To the Honorable Commissioner of P.

102335097

ached original documents or copy thereof.

1. Name of conveying party(ies):

MDC Acquisition Co.

1-13-03

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

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

3. Nature of conveyance:

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

Execution Date: January 2, 2003

2. Name and address of receiving party(ies)

Name: Fifth Third Bank, as Agent

Internal Address: MD 109047

Street Address: 38 Fountain Square Plaza

City: Cincinnati State: Ohio ZIP: 45263

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

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 patent number(s):

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? Yes No

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

RETURN TO:
FEDERAL RESEARCH CORP
1030 15th STREET NW
SUITE 920
WASHINGTON DC 20005

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

01/14/2003 GTDN11 00000032 76457671

DO NOT USE THIS SPACE

01-FC-1521 40.00 DP

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.

Andrea Serdiuk

Name of Person Signing

Signature

1/7/03

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

MARK	REGISTRATION NO.	REGISTRATION DATE
	NONE.	

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED DATE
Milliken Medical	76457671	10/3/02

TRADEMARK COLLATERAL AGREEMENT

This 2nd day of January, 2003, MDC ACQUISITION CO., an Ohio corporation ("*Debtor*") with its principal place of business and mailing address at 1810 Summit Commerce Park, Twinsburg, Ohio 44087, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to FIFTH THIRD BANK, an Ohio banking corporation ("*Fifth Third*") with its mailing address at 38 Fountain Square Plaza, MD 109047, Cincinnati, Ohio 45263, acting as agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said Fifth Third acting as such agent and any successor or successors to said Fifth Third in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and Secured Party, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MDC ACQUISITION CO.

By Ronald G. Harrington
Name Ronald G. Harrington
Title Chairman and CEO

FIFTH THIRD BANK, as Agent as aforesaid for
the Secured Creditors

By _____
Name _____
Title _____

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MDC ACQUISITION CO.

By _____
Name _____
Title _____

FIFTH THIRD BANK, as Agent as aforesaid for
the Secured Creditors

By James R. Lynch Jr
Name JAMES R. LYNCH JR
Title VICE PRESIDENT

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

NONE.