

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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: Medi-Flex Hospital Products, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Kansas [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party: Name: Gold Bank Street Address: 800 West 47th Street City: Kansas City State: Missouri Zip: 64112 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Kansas banking [ ] Other

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: June 3, 2003

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

4. Application number or registration number: A. Trademark Application No. None. B. Trademark Registration Nos. 2,193,535 1,741,113 1,930,248 1,736,021 1,075,364 1,074,401 1,090,146 Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Penny R. Slicer Internal Address: Stinson Morrison Hecker LLP Street Address: 1201 Walnut, Suite 2800 City: Kansas City State: Missouri Zip: 64106-2150

6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 3.41): \$ 190.00 [ ] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 19-4409 (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. Penny R. Slicer Name of Person Signing [Signature] Signature 6/17/03 Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450, Alexandria, VA 22313-1450

CH \$190.00 194409 2193535

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), is dated as of June 3, 2003, between MEDI-FLEX HOSPITAL PRODUCTS, INC., a Kansas corporation (the "Debtor"), and GOLD BANK, a Kansas banking corporation (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

#### SECTION 1. DEFINITIONS; INTERPRETATION.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Loan Agreement" means that certain Commercial Loan Agreement, dated as of January 27, 2003, between Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Missouri.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

#### SECTION 2. SECURITY INTEREST AND LICENSE.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) the trademarks listed on **Schedule A**, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

(c) License. Debtor hereby grants to Secured Party a license to use the Collateral to the extent it deems reasonably necessary or appropriate in connection with the exercise of its rights under the Loan Agreement, or the preservation of Debtors assets following an event of default under the Loan Agreement.

**SECTION 3. SUPPLEMENT TO LOAN AGREEMENT.** This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

**SECTION 4. REPRESENTATIONS AND WARRANTIES.** Debtor represents and warrants to Secured Party that:

(a) Trademarks. A true and correct list of the Collateral is set forth in **Schedule A**.

**SECTION 5. FURTHER ACTS.** On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for

**SECTION 10. COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

**SECTION 11. TERMINATION.** Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

**SECTION 12. NO INCONSISTENT REQUIREMENTS.** Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

**SECTION 13. SEVERABILITY.** If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

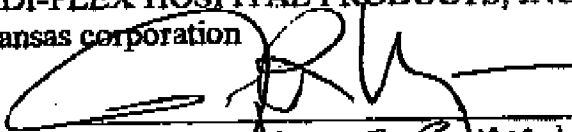
**SECTION 14. NOTICES.** All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**DEBTOR:**

MEDI-FLEX HOSPITAL PRODUCTS, INC.,  
a Kansas corporation

By:   
Name (print): JAMES R. MORRISON  
Title: VP, CFO

**SECURED PARTY:**

GOLD BANK,  
a Kansas banking corporation

By: Scott Taylor  
Name (print): Scott Taylor  
Title: Vice President

**SCHEDULE A**

to the Trademark Security Agreement

Debtor: Medi-Flex Hospital Products, Inc.

**U.S. Trademarks of Debtor**

| <u>Registration No.</u> | <u>Registration Date</u> | <u>Registered Owner</u>           | <u>Mark</u> |
|-------------------------|--------------------------|-----------------------------------|-------------|
| 2193535                 | October 6, 1998          | Medi-Flex Hospital Products, Inc. | FREPPS      |
| 1741113                 | December 22, 1992        | Medi-Flex Hospital Products, Inc. | MEDI-FLEX   |
| 1930248                 | October 24, 1995         | Medi-Flex Hospital Products, Inc. | CHLORAPREP  |
| 1736021                 | December 1, 1992         | Medi-Flex Hospital Products, Inc. | SEPPS       |
| 1075364                 | October 18, 1977         | Medi-Flex Hospital Products, Inc. | SEPP        |
| 1074401                 | October 4, 1977          | Medi-Flex Hospital Products, Inc. | FREPP/SEPP  |
| 1090146                 | May 2, 1978              | Medi-Flex Hospital Products, Inc. | FREPP       |



STINSON  
MORRISON  
HECKER LLC

Tel (816) 842-8600  
Fax (816) 691-3495  
1201 Walnut, Suite 2800  
Kansas City, MO 64106-2150

# Facsimile

| To:                             | Facsimile #    | Firm                                   | Firm Telephone # |
|---------------------------------|----------------|--|------------------|
| Assignment Recordation Services | (703) 306-5995 | Commissioner of Patents and Trademarks |                  |

From: Penny R. Slicer

Date: June 17, 2003

Pages: 8, (including this cover sheet.)

Sender ID#: 5703

Client-Matter #: 800879-0010

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 Messenger  
 Overnight Mail  
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Comment: Following is a Trademark Recordation Form Cover Sheet and Assignment for recordation.

**Certification of Facsimile Transmission Under 37 C.F.R. 1.8**

I hereby certify that this correspondence is being transmitted via facsimile to the United States Patent and Trademark Office to the attention of Assignment Recordation Services, fax number (703) 306-5995 on:

Date: June 17, 2003

Signature: Christina Barton

Printed Name: Christina Barton

The Director is hereby authorized to charge any additional amount required, or credit any overpayment, to Deposit Account No. 19-4409.

- KANSAS CITY
- LEAWOOD
- OMAHA
- OVERLAND PARK
- PHOENIX
- ST. LOUIS
- WASHINGTON, D.C.
- WICHITA

Return Original To: Christina Barton

Notify When Complete: Christina Barton

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