

REC

03-03-2003

SHEET

U.S. DEPARTMENT OF
Patent and Trademark

Y

3-3-03

Tab settings

102378739

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

1. Name of conveying party(ies):
Medisearch PR, Inc.

3.3.03

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other a Puerto Rico corporation

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

February 14, 2003

Execution Date:

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address: _____

Street Address : 311 South Wacker Drive, Ste 6400

City: Chicago State: IL Zip: 60606

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☒ Corporation State Delaware

☐ Other _____

If assignee is not domiciled in the United States, a
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 trademark

A. Trademark Application No.(s)
- 76/318,483 -

B. Trademark Registration

- SEE THE ATTACHED -

Additional numbers attached? YES

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

Name: _____

Internal Address: _____

Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

Street Address: _____

City: IL Stat - _____ ZIP 6

6. Total number of applications and
registrations

13

7. Total fee (37 CFR _____) \$ 340.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

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

03/04/2003 8TON11 00000038 76318483

DO NOT USE THIS SPACE

01 FC:0521
02 FC:0522

10.00 OP
300.00 OP

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
of the original document.

Rebecca L. Foley

Name of Person

Signature

02/25/03

Date

9

Total number of pages including cover sheet, attachments, and

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

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT EXECUTED BY MEDISEARCH
IN FAVOR OF MEDISEARCH AGENT**

U.S. Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Medisearch P.R., Inc.	CLIK-TITE	1,131,699	3/11/80
Medisearch P.R., Inc.	CLINI-CARE	1,392,249	5/6/86
Medisearch P.R., Inc.	DUO-THERM	2,492,263	9/25/01
Medisearch P.R., Inc.	HEELCARE	1,846,175	7/19/94
Medisearch P.R., Inc.	MUL.T.BLANKET	1,279,708	5/29/84
Medisearch P.R., Inc.	MUL.T.PAD	1,439,862	5/19/87
Medisearch P.R., Inc.	PARADISE	2,640,986	10/22/02
Medisearch P.R., Inc.	PILLO PAD	1,449,483	7/28/87
Medisearch P.R., Inc.	SOF.CARE	1,290,865	8/21/84
Medisearch P.R., Inc.	SOF.CARE PLUS (Stylized)	1,426,452	1/27/87
Medisearch P.R., Inc.	T/PAD	1,439,861	3/4/86
Medisearch P.R., Inc.	THERMACARE	1,767,994	4/27/93

Foreign Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Medisearch P.R., Inc.	MUT-T-BLANKET	Benelux	451249	9/9/88
Medisearch P.R., Inc.	MUL.T.PAD	Benelux	452935	9/9/88
Medisearch P.R., Inc.	SOF.CARE	Benelux	452937	9/9/88
Medisearch P.R., Inc.	CLINI-CARE	Canada	366859	3/16/90
Medisearch P.R., Inc.	MUL-T-BLANKET	Canada	366857	3/16/90
Medisearch P.R., Inc.	MUL.T.PAD	Canada	371998	8/17/90
Medisearch P.R., Inc.	PILLO PAD	Canada	371998	9/21/90
Medisearch P.R., Inc.	SOF.CARE	Canada	366835	3/16/90
Medisearch P.R., Inc.	SOF-CARE II	Canada	367651	4/13/90
Medisearch P.R., Inc.	MUL-T-BLANKET	France	1,492,178	10/5/88
Medisearch P.R., Inc.	MUL.T.PAD	France	1,142,271	7/3/89
Medisearch P.R., Inc.	SOF.CARE	France	1,492,182	10/5/88
Medisearch P.R., Inc.	SOF.CARE II	France	1,492,177	10/5/88
Medisearch P.R., Inc.	MUL-T-BLANKET	Germany	1,142,271	7/3/89
Medisearch P.R., Inc.	MUL.T.PAD	Germany	1,142,272	7/3/89
Medisearch P.R., Inc.	SOF.CARE	Germany	1,123,739	6/23/88
Medisearch P.R., Inc.	SOF-CARE II	Germany	1,142,768	7/11/89

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Medisearch P.R., Inc.	MUL-T- BLANKET	Italy	542731	4/8/91
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Medisearch P.R., Inc.	SOF.CARE	Italy	542735	4/8/91
Medisearch P.R., Inc.	SOF.CARE	Japan	2,085,500	10/26/88
Medisearch P.R., Inc.	MEDISEARCH	Puerto Rico	48,860	6/21/00
Medisearch P.R., Inc.	MEDISEARCH PR	Puerto Rico	1260	3/13/01
Medisearch P.R., Inc.	MPR & Design	Puerto Rico	48,861	6/21/00
Medisearch P.R., Inc.	MUL-T- BLANKET	U.K.	B1349489	6/28/88
Medisearch P.R., Inc.	SOF CARE	U.K.	B1349473	6/28/88
Medisearch P.R., Inc.	SOF CARE II	U.K.	B1349556	6/28/88

U.S. Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Medisearch P.R., Inc.	DUO.GARD (Stylized)	76/318,483	9/27/01

Foreign Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
<u>None.</u>				

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2003, is between **MEDISEARCH PR, INC.**, a Puerto Rico corporation (the "Grantor") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the "Grantee") for the benefit of the Agent and the Lenders (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as successor by merger to MPR Acquisition, Inc., a Puerto Rico corporation ("Borrower"), has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of 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 presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

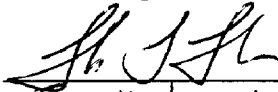
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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.

[Remainder of page intentionally left blank; signature page follows.]

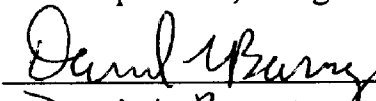
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

MEDISEARCH PR, INC.,
a Puerto Rico corporation

By: 
Name: Frank Lumbard
Its: CFO- Treasurer

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Daniel Barry
Its: Director

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT EXECUTED BY MEDISEARCH
IN FAVOR OF MEDISEARCH AGENT**

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		<u>None.</u>		

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT EXECUTED BY MEDISEARCH
IN FAVOR OF MEDISEARCH AGENT**

Trademark Licenses

<u>LICENSED MARKS</u>	<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREEMENT</u>
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None.