

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Amendment to add properties to security interest |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|-----------------------|
| Duro-Med Industries, Inc. | | 07/16/2003 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------------|
| Name: | Heller Financial, Inc., as Agent |
| Street Address: | 500 West Monroe Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 25

| Property Type | Number |
|----------------------|---------|
| Registration Number: | 2401355 |
| Registration Number: | 2430702 |
| Registration Number: | 2458954 |
| Registration Number: | 2007960 |
| Registration Number: | 1954784 |
| Registration Number: | 1865695 |
| Registration Number: | 1792490 |
| Registration Number: | 1813353 |
| Registration Number: | 1679850 |
| Registration Number: | 1262900 |
| Registration Number: | 1262899 |
| Registration Number: | 0986984 |
| Registration Number: | 0613622 |
| Registration Number: | 0613633 |
| Registration Number: | 0564877 |

OP \$640.00 2401355

| | |
|----------------------|----------|
| Registration Number: | 0261096 |
| Registration Number: | 1261605 |
| Registration Number: | 1755121 |
| Registration Number: | 1237186 |
| Registration Number: | 1234467 |
| Registration Number: | 1514497 |
| Serial Number: | 76479453 |
| Serial Number: | 76479451 |
| Serial Number: | 76479452 |
| Serial Number: | 76479450 |

CORRESPONDENCE DATA

Fax Number: (312)863-7862
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-4000
Email: deneen.sanders@goldbergkohn.com
Correspondent Name: Goldberg, Kohn, et. al.
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:

Deneen Sanders

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 16 2003, by DURO-MED INDUSTRIES, INC., a Delaware corporation ("Grantor"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Master Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. Grant Of Security Interest In Trademark Collateral. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral") to secure the Obligations:

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

4. Amendment and Restatement. This Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of that certain Trademark Security Agreement dated as of June 30, 1995 executed by Grantor in favor of Agent (as such has been amended, modified or supplemented from time to time).

[signature page follows]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

U.S.

| Mark Description | Registration No. | Registration Date |
|---|------------------|--------------------|
| MAKING LIFESTYLE PRODUCTS FOR BETTER LIVING | 2401355 | November 7, 2000 |
| DURO-MED | 2430702 | February 27, 2001 |
| Peach Logo | 2458954 | June 12, 2001 |
| PROTEK-TOE | 2007960 | October 15, 1996 |
| ORTHOVERSAL PACK | 1954784 | February 6, 1996 |
| THERABEADS (and design) | 1865695 | December 6, 1994 |
| MICROWAVE MOIST HEAT (and design) | 1792490 | September 14, 1993 |
| DMI | 1813353 | December 28, 1993 |
| THERABEADS | 1679850 | March 17, 1992 |
| BE.MAR (and design) | 1262900 | January 3, 1984 |
| BE.MAR | 1262899 | January 3, 1984 |
| DURO-MED | 0986984 | June 25, 1974 |
| SAFTI-GRIPS | 0613622 | October 4, 1955 |
| SANTY PANTY (stylized) | 0613633 | October 4, 1955 |
| BELTX (and design) | 0564877 | October 7, 1952 |
| BELTX (stylized) | 0261096 | September 3, 1929 |
| ICE KOLD (and design) | 1261605 | December 20, 1983 |
| Misc. Design | 1755121 | March 2, 1993 |
| SOL-R-HEAT (and design) | 1237186 | May 10, 1983 |
| KOOL-PRESS | 1234467 | April 12, 1983 |
| STEIN'S | 1514497 | November 29, 1998 |

Japan

| Mark Description | Registration No. | Registration Date |
|--------------------------------------|------------------|-------------------|
| MICROWAVE MOIST HEAT (and design) | 3228682 | November 29, 1996 |
| THERABEADS | 3221564 | November 29, 1996 |

TRADEMARK APPLICATIONS

| Application Description | Application No. | Application Date |
|-------------------------|-----------------|-------------------|
| ICE KOLD (and design) | 76-479453 | December 31, 2002 |
| SOL-R-HEAT | 76-479451 | December 31, 2002 |

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|-------------------------|-----------|-------------------|
| SOL-R-HEAT (and design) | 76-479452 | December 31, 2002 |
| ICE KOLD | 76-479450 | December 31, 2002 |

TRADEMARK LICENSES

None

