



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

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

102487392

Tab settings

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

1. Name of conveying party(ies): IHW, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State NY 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: June 19, 2003

2. Name and address of receiving party(ies)

Name: Equinox Business Credit Corp. Internal Address: Street Address: 120 Wood Avenue South, Ste 515 City: Iselin State: NJ Zip: 08830

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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 registration number(s): A. Trademark Application No.(s) See Schedule A to Trademark Assignment of Security

B. Trademark Registration No.(s) See Schedule A to Trademark Assignment of Security

76514631 Additional number(s) attached Yes No

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

Name: Federal Research Corporation Internal Address:

Street Address: 1030 15th Street NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

07/03/2003 DBYRNE 00000003 76514631

DO NOT USE THIS SPACE

01 FC:8521 02 FC:8522 9. Signature. 40.00 OP 25.00 OP

Loukia Harris Name of Person Signing

Signature

June 26, 2003 Date

Total number of pages including cover sheet, attachments, and document: 6

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

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated June 19, 2003, by and between IHW, INC. and EQUINOX BUSINESS CREDIT CORP.

<u>REGISTRATION OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>
76/514631	05/14/03	MEDAMA
76/484188	01/23/03	ZEBO

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, IHW, Inc., a corporation formed under the laws of New York, located at 170 53rd Street, Brooklyn, New York 11212 ("Grantor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor and Ace Surgical Supply Co., Inc. (collectively, the "Borrowers") are obligated to Equinox Business Credit Corp. ("Lender") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Lender and Borrowers and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Grantor in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

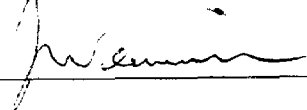
WHEREAS, pursuant to the Agreements, Grantor is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Grantor expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment of security interest granted hereby are more fully set forth in the Agreements.

Dated: June 19, 2003

Witness:



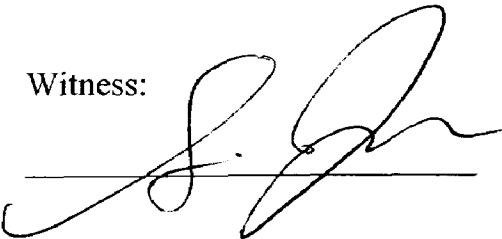
IHW, INC.

By: 

Name: *Daniel J. Quattrocchi*

Its: *CEO*

Witness:



EQUINOX BUSINESS CREDIT CORP.

By: 

Name: *Robert H. Vogel*

Its: *PRESIDENT*

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, IHW, Inc., a corporation formed under the laws of New York, located at 170 53rd Street, Brooklyn, New York 11212 ("Grantor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor and Ace Surgical Supply Co., Inc. (collectively, the "Borrowers") are obligated to Equinox Business Credit Corp. ("Lender") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Lender and Borrowers and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Grantor in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

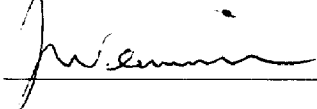
WHEREAS, pursuant to the Agreements, Grantor is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Grantor expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment of security interest granted hereby are more fully set forth in the Agreements.

Dated: June 19, 2003

Witness:



IHW, INC.

By: 

Name: Dan J. G. [unclear]

Its: COB

Witness:

EQUINOX BUSINESS CREDIT CORP.

By: _____

Name:

Its:

STATE OF New York)
 : ss.:
COUNTY OF Kings)

On this 17 day of June, 2003, before me personally came David Guttmann, to me known, who, being by me duly sworn, did depose and say that he/she is the CORB of IHW, Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.


Notary Public

LEAH BESSLER
Notary Public, State of New York
No. 24-4719220
Qualified in Kings County
Commission Expires 5/21/2006

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Before me, the undersigned, on this ____ day of June, 2003, personally Allen H. Vogel, to me known personally, and who being by me duly sworn, deposes and says that he is the President of Equinox Business Credit Corp., and that he was authorized to sign his name thereto.

Notary Public

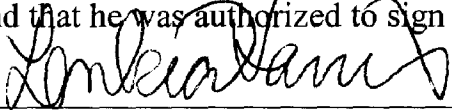
STATE OF _____)
: ss.:
COUNTY OF _____)

On this ____ day of June, 2003, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of IHW, Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Before me, the undersigned, on this 19 day of June, 2003, personally Allen H. Vogel, to me known personally, and who being by me duly sworn, deposes and says that he is the President of Equinox Business Credit Corp., and that he was authorized to sign his name thereto.



Notary Public

LOUKIA HARRIS
Notary Public, State of New York
No. 01HA4995575
Qualified in Nassau County
Commission Expires April 27, 2006