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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings → → →

102525733

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

1. Name of conveying party(ies):
Ferno-Washington, Inc.

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

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

2. Name and address of receiving party(ies)
Name: U.S. Bank National Association
Internal
Address: _____

Street Address: 425 Walnut Street
City: Cincinnati State: OH Zip: 45202

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Banking Association

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 6/23/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Exhibit E
attached hereto

B. Trademark Registration No.(s) See Exhibit E
attached hereto

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brie S. Rogers, Esq.
Internal Address: Taft, Stettinius & Hollister
Suite 1800

Street Address: 425 Walnut Street

City: Cincinnati State: OH Zip: 45202-3957

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41).....\$ 840.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0053

DO NOT USE THIS SPACE

9. Signature.

Brie S. Rogers *Brie S. Rogers* August 6, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 20

08/14/2003 DBTRNE 00000128 2251532

01 FC:8521
02 FC:8522

40.00 OP
800.00 OP

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

TRADEMARK
REEL: 002802 FRAME: 0076

EXHIBIT E - TRADEMARK COLLATERAL

TRADEMARK NAME	COUNTRY	REG. NO.	REG. DATE
AQUAGAITER	US	2251532	06/08/99
AQUAGAITER	US	2,251,532	06/08/99
CONSTANTEMP	US	593980	08/17/54
ELECTRO-LINK	US	1667168	12/03/91
EZ TRANS	US	2,707,572	04/15/03
FERNO	US	1969316	04/23/96
FERNO	US	1730547	11/10/92
FERNO CUSTOM THERAPY POOLS (SYTLIZED)	US	2,655,898	12/03/02
FERNO RAPID REPAIR	US	1718778	09/22/92
K.E.D.	US	1234480	04/12/83
LAV-STATION	US	815709	09/27/66
LOC-LIGHT	US	1795741	09/28/93
MARK-LOK	US	1088512	04/04/78
MEDI KED AND DESIGN	US	1232605	03/29/83
MEDI-PREP	US	682874	08/04/59
MISCELLANEOUS DESIGN	US	1363172	10/01/85
MOISTAIRE	US	596457	10/05/54
OM ONE MAN AND DESIGN	US	0663713	07/01/58
ORB	US	2044116	03/11/97
PEDIMATE	US	2262850	07/20/99
PEDI-PAC	US	1963482	03/19/96
PEDI-PAL	US	1802501	11/02/93
PROFLEXX	US	2,704,170	04/08/03
RES-Q-MATE	US	1,918,774	09/12/95
SQUADMATE	US	1,976,659	05/28/96
STAT-TRAC	US	2194541	10/13/98
TRAVERSE RESCUE	US	2,661,100	12/17/00
TWIN SAFETY LOCK	US	2,637,629	11/15/02
WHEN ITS CRITICAL	US	2,579,254	06/11/02

TRADEMARK APPLICATIONS			
NAME	COUNTRY	APP. NO.	APP. DATE
EZ TRANS & DESIGN	US	76/130769	09/19/00
FERNO MIR	US	78/169259	09/30/02
FERNO STEPPER	US	78/159526	08/30/02
MEDKIDS	US	78/163197	09/12/02

AMENDED AND RESTATED
MORTGAGE OF INTELLECTUAL PROPERTY

THIS AMENDED AND RESTATED MORTGAGE OF INTELLECTUAL PROPERTY (the "Mortgage") is made effective as of the 23rd day of June, 2003, by and between **FERNO-WASHINGTON, INC.**, an Ohio corporation having its principal office and place of business at 70 Weil Way, Wilmington, Ohio 45177-9371 ("Mortgagor"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association (formerly known as Firststar Bank, National Association) whose address is 425 Walnut Street, Cincinnati, Ohio 45202 ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Amended and Restated Loan Agreement dated as of March 14, 1997 (which Agreement, as the same may be renewed, supplemented, amended, and/or restated from time to time, is hereinafter referred to as the "Financing Agreement"), which Financing Agreement provides (i) for the Mortgagee to, subject to various terms and conditions, extend credit to Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in and lien against Mortgagor's intangible assets, including without limitation, its patents, patent applications, trademarks (which term as used herein shall be construed as including service marks), trademark applications, trademark registrations, trade names, copyrights, copyright registrations, copyright applications, trade secrets, goodwill and licenses, and its tangible assets such as would be necessary to permit a transferee effectively to utilize any of its intangible assets and the business or products with which they are associated; and

WHEREAS, Mortgagee has agreed to make additional loans to Mortgagor, and the Financing Agreement has been amended and restated, effective as of June 23, 2003, to reflect such additional loans; and

WHEREAS, the parties recognize and anticipate that there have been significant changes in the intangible assets owned by Mortgagor since the Amended and Restated Loan Agreement became effective in 1997, Mortgagor and Mortgagee wish to amend and restate the Mortgage of Intellectual Property.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. **Incorporation of Financing Agreement.** The Financing Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. For purposes of this Mortgage, "Obligations" shall have

the same meaning as provided in the Amended and Restated Security Agreement dated as of June ____, 2003 between Mortgagor and Mortgagee, as amended, restated, supplemented and/or renewed from time to time. For purposes of this Mortgage, satisfaction of Mortgagor's Obligations shall occur when (i) said Obligations have been paid in full without risk of disgorgement due to receivership or bankruptcy proceedings instituted by or on behalf of Mortgagor and/or the creditors of Mortgagor and (ii) all financing arrangements between Mortgagee and Mortgagor have been terminated.

2. **Mortgage of Patents, Copyrights, Trade Secrets and Licenses.** To secure the complete and timely satisfaction of all of the Obligations, Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, and creates security interests in, transfers, and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, all of the Mortgagor's right, title and interest in and to all of its now owned or existing and hereafter created or acquired:

(i) patents and patent applications, in the United States and elsewhere, and the inventions and improvements described and claimed therein, including, without limitation, those patents listed on Exhibit A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(ii) copyrights, copyright registrations and copyright applications, in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit B, attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations, and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Mortgagor, including without limitation, the trade secrets generally described on Exhibit C, attached hereto and made a part hereof, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets");

(iv) to the extent assignable without the prior consent of any party thereto (other than Mortgagor or any of its affiliates) all license agreements with respect to any of the Patents, the Copyrights, the Trade Secrets, and/or the Trademarks (as defined in Section 3 below), or any other patent, trademark, trade name, copyright or trade secret, or any application or registration thereof, between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, any such license agreements granting the right to prepare for sale, sell, and advertise for sale, all inventory now or hereafter owned by Mortgagor and now or hereafter covered by such license agreements, and the licenses listed on Exhibit D attached hereto and made a part hereof, and (a) renewals, extensions or amendments thereof, (b) all income, damages, and payments for past or future breaches or infringements thereof, (c) the right to sue for past, present, and future breaches or infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing, together with items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Licenses"); and

3. **Grant of Security Interest in Trademarks.** To secure the complete and timely satisfaction of the Obligations, Mortgagor hereby creates and grants to Mortgagee a security interest having priority over all other security interests in all of Mortgagor's rights, title, and interest in and to all of its now owned or existing and hereafter used, created, or acquired trademarks, service marks, trademark and service mark registrations, trademark and service mark applications, and trade names, used in the United States and elsewhere, including, without limitation, the trademarks, service marks, trademark and service mark registrations, trademark and service mark applications, and trade names listed on Exhibit E attached hereto and made a part hereof and (a) renewals or extensions thereof, (b) all income, royalties, damages, and payments now and hereafter due and/or payable with respect thereto, including,

without limitation, damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present, and future infringements thereof, (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trademark and service mark applications, and trade names, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks") and (e) the goodwill of Mortgagor's business including, but not by way of limitation, such goodwill connected with and symbolized by the Trademarks.

4. **Restrictions on Future Assignments, Grants or Conveyances.** Mortgagor agrees that until the Obligations shall have been fully satisfied and the Financing Agreement and the financing arrangements between Mortgagee and Mortgagor shall have been terminated, Mortgagor will not, without Mortgagee's prior written consent, assign by sale, mortgage or other type of conveyance, any of its interest in, or grant any license under or security interest in, the Patents, Trademarks, Copyrights, Trade Secrets or Licenses (for example, a license or a sub-license agreement) or enter into any other agreement with respect to the Patents, Trademarks, Copyrights, Trade Secrets or Licenses which is inconsistent with Mortgagor's obligations under the other provisions of this Mortgage (other than any license of any Patent, Trademark, Copyright or Trade Secret or sub-license of any License to any Subsidiary, Affiliate or Related Company), and Mortgagor further agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. **New Patents, Trademarks, Copyrights, Trade Secrets and Licenses.** Mortgagor represents and warrants that the Patents, Copyrights, Trade Secrets, Licenses, and Trademarks listed on Exhibit A, Exhibit B, Exhibit C, Exhibit D and, Exhibit E, respectively, constitute all of the Patents, Trademarks, Copyrights and Trade Secrets now owned by Mortgagor and all License Agreements to which Mortgagor is a party. If, before the Obligations shall have been fully satisfied, Mortgagor shall (i) become aware of any existing Patents, Trademarks, Copyrights, Trade Secrets or Licenses of which Mortgagor has not previously informed Mortgagee; (ii) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, trademark or service mark applications, trade names, trade name registrations, trade name applications, copyrights, copyright registrations, copyright applications or trade secrets; (iii) become a party to any other license agreement with respect to any patents, trademarks, copyrights or trade secrets; (iv) become entitled to the benefit of any patent, trademark, service mark or copyright, trademark or service mark

application, trademark or service mark registration, copyright registration, copyright application, trade names, trade name registration, trade secrets or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Mortgage shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee as its irrevocable attorney-in-fact to modify this Mortgage by amending Exhibit A, Exhibit B, Exhibit C, Exhibit D and/or Exhibit E, as applicable, to include any future patents, patent applications, trademarks, service marks, trademark or service mark registrations, trademark or service mark applications, trade names, trade name registrations, trade name applications, copyrights, copyright registrations, copyright applications, trade secrets and licenses which are Patents, Trademarks, Copyrights, Trade Secrets or Licenses, as applicable, under Section 2 or Section 3 above or under this Section 5, and to file or refile this Mortgage with the United States Patent and Trademark Office, the United States Copyright Office, or other appropriate agency.

6. **Representations and Warranties.** Mortgagor represents and warrants to and agrees with Mortgagee that:

(i) The Patents, Trademarks, Copyrights, Trade Secrets and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) To the best of Mortgagor's knowledge, each of the Patents, Trademarks, Copyrights, Trade Secrets and Licenses is valid and enforceable, and Mortgagor's use thereof does not infringe the intellectual property rights of any third person;

(iii) Mortgagor is the owner of an unencumbered right, title and interest in and to each of the Patents, Trademarks, Copyrights, Trade Secrets and the contractual rights provided by the Licenses, free and clear of any liens, charges, and encumbrances including, without limitation, exclusive and non-exclusive licenses (except for such licenses which are Licenses), consent-to-use agreements, shop rights and covenants by Mortgagor not to sue third persons, and Mortgagor has the power and authority to make, and will continue to have authority to perform, the Mortgage according to its terms;

(iv) The Mortgage does not violate and is not in contravention of any other agreement to which Mortgagor is a party or any judgment or decree by which Mortgagor is bound and does not require any consent under any other agreement to which Mortgagor is a party or by which Mortgagor is bound.

(v) Mortgagor has adopted all of the Trademarks

and all of such Trademarks have been used and are currently being used in connection with Mortgagor's business.

(vi) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks, Copyrights, Trade Secrets or Licenses.

(vii) Mortgagor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(viii) The Licenses, complete copies of each of which have been provided to Mortgagee, are valid and binding agreements, enforceable according to their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws and to moratorium laws from time to time in effect). Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

7. **Certification with Respect to Patents.** Mortgagor certifies that it is the owner and/or assignee of the entire right, title and interest in each of the patents and/or patents listed on Exhibit A by virtue of either (i) an assignment from the inventor(s) of each such patent and/or patent application listed on Exhibit A, which assignment was recorded in the United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) at the reel and frame number indicated in Exhibit A, or (ii) a chain of title from the inventor(s) of each patent and/or patent application identified on Exhibit A to Mortgagor, which chain of title is evidenced by the documents identified on Exhibit A, and such documents were recorded in the United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) at the reel and frame numbers indicated on Exhibit A. Mortgagor has reviewed all of the documents in the chain of title of each of the patents and/or patent applications identified on Exhibit A and, to the best of Mortgagor's knowledge and belief, title is in Mortgagor. Mortgagor further certifies that the officer executing this Mortgage is empowered to act on behalf of Mortgagor.

8. **Term; Rights Upon Default.** The term of the Mortgage and security interest granted herein shall extend until the Obligations have been fully satisfied and the Financing Agreement and the financing arrangements between Mortgagee and Mortgagor have been terminated. Upon the occurrence of any "Event of Default" (as defined in the Financing Agreement), Mortgagor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Mortgagee as assignee of Mortgagor's

entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Mortgagee as assignee of Mortgagor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Trademarks to Mortgagee as assignee of Mortgagor's entire interest therein and in the goodwill of Mortgagor's business connected therewith and symbolized thereby. Upon the occurrence of an Event of Default and enforcement of Mortgagee's rights under this Section 8, Mortgagee shall be entitled to use all Patents, Copyrights, Trade Secrets, Trademarks, and Licenses on a worldwide basis and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

9. **Use Prior to Default.** Prior to the occurrence of any Event of Default, Mortgagor shall have the continued and unencumbered right to use the Patents, Trademarks, Copyrights, Trade Secrets and Licenses in the ordinary course of its business, subject to the terms and covenants of the Financing Agreement, the other "Loan Documents" (as defined in the Financing Agreement) and this Mortgage.

10. **Trademark Quality Control.** Mortgagor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof. Upon the occurrence of any Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

11. **Duties of Mortgagor.** To the extent useful in the business of Mortgagor as now conducted or hereafter proposed to be conducted, Mortgagor shall (i) prosecute diligently any patent, trademark or copyright registration or application pending as of the date hereof or thereafter, and to notify Mortgagee promptly of the ultimate outcome of such application, until the Obligations shall have been fully satisfied; (ii) make application with the United States or in other jurisdictions as appropriate, on unpatented but patentable inventions and on trademarks and trade names; (iii) affix copyright notices to all published and unpublished copyrightable works of authorship, and to apply promptly to register any unregistered significant work relating to the operation of Mortgagor's business with the United States Copyright Office; (iv) preserve all rights in the Patents, Trademarks, Copyrights, Trade Secrets and Licenses used by

Mortgagor in the ordinary course of Mortgagor's business; and (v) to ensure that the Patents, Trademarks, Copyrights and Licenses used by Mortgagor in the ordinary course of Mortgagor's business are and remain valid and enforceable, including the payment of necessary fees and the filing of such documents with the appropriate agencies to maintain the Patents, Trademarks and Copyrights in full force and effect. Any expenses incurred in connection with Mortgagor's obligations under this paragraph shall be borne by Mortgagor.

12. **Documents.** At the request of Mortgagee, Mortgagor will join with Mortgagee in executing one or more financing statements pursuant to the version of the Uniform Commercial Code enacted in the State of Ohio, in form satisfactory to Mortgagee, and will pay the costs of filing and/or recording this Mortgage and all financing, continuation and termination statements in all public offices where filing or recording is reasonably deemed necessary or desirable by Mortgagee. Mortgagor will execute and deliver to Mortgagee from time to time such supplemental assignments or mortgages or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, or United States Copyright Offices, as Mortgagee may require for the purpose of confirming Mortgagee's interest in the Patents, Trademarks, Copyrights, Trade Secrets and Licenses.

13. **Mortgagee's Right to Sue.** After the occurrence of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name and, in Mortgagee's discretion, to join Mortgagor as a party plaintiff, to enforce the Patents, Trademarks, Copyrights, Trade Secrets and Licenses. If Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 13.

14. **Waivers.** No course of dealing between Mortgagor and Mortgagee nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee any right, power or privilege hereunder or under the Financing Agreement or other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. **Severability.** The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause

or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

16. **Modification.** This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

17. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreement.** All of the Mortgagee's rights and remedies with respect to the Patents, Trademarks, Copyrights, Trade Secrets and Licenses, whether established hereby or by the Financing Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to: (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks, Copyrights, Trade Secrets and Licenses; (ii) take any other actions with respect to the Patents, Trademarks, Copyrights, Trade Secrets and Licenses as Mortgagee deems to be in the best interest of Mortgagee; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks, Copyrights, Trade Secrets or Licenses to anyone; and/or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights, Trade Secrets or Licenses, and the goodwill and business assets associated therewith or symbolized thereby, to anyone. Mortgagee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been fully satisfied and the Financing Agreement and all other financing arrangements between Mortgagee and Mortgagor have been terminated. Mortgagor acknowledges and agrees that Mortgagee shall, upon the occurrence of any Event of Default, have and be entitled to exercise of all Mortgagee's rights under the Patents, Trademarks, Copyrights, Trade Secrets and Licenses (including the right to receive any payments owing to or to become due to Mortgagor thereunder). Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Financing Agreement and other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage, the Financing Agreement, and other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights, Trade Secrets or Licenses may be

ights and remedies available to Mortgagee shall be

- 10 -

TRADEMARK
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available whether or not the Obligations or any portion thereof are or become due and payable.

18. **Binding Effect; Benefits.** This Mortgage shall be binding upon the Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.

19. **Governing Law.** This Mortgage has been delivered and accepted in Cincinnati, Ohio, and shall be governed by and construed in accordance with the laws of the State of Ohio.

20. **Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks, Copyrights, Trade Secrets and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, Copyrights, Trade Secrets and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate then applicable to the loans to Mortgagor under the Financing Agreement. Notwithstanding the foregoing, Mortgagor will not be obligated to reimburse Mortgagee for fees, expenses and out-of-pocket costs incurred by Mortgagee to the extent that such amounts are incurred due to Mortgagee's gross negligence or willful misconduct.

21. **Headings.** Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

22. **Further Assurances.** Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

23. **Survival of Representations.** All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Financing Agreement.

24. **Release of Mortgage.** This Mortgage is made for collateral purposes only. Upon full satisfaction of the

Obligations and termination of the Financing Agreement and all other financing arrangements of Mortgagee and Mortgagor, Mortgagee shall, at Mortgagor's expense, execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary and proper to re-vest in Mortgagor full title to the Patents, Trademarks, Copyrights, Trade Secrets and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to this Mortgage or the Financing Agreement or other Loan Documents.

25. **Counterparts.** This Mortgage may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

IN WITNESS WHEREOF, Ferno-Washington, Inc., by its duly authorized officer, has executed this Mortgage as of the date first above written.

FERNO-WASHINGTON, INC.

By: Joseph G. Bourgraf
Name: Joseph G. Bourgraf
Title: President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing Amended and Restated Mortgage of Intellectual Property was executed and acknowledged before me this 23rd day of June, 2003, by the President of Ferno-Washington, Inc., an Ohio corporation, on behalf of the corporation.

Melvin S. Shotten
Notary Public

Accepted at Cincinnati, Ohio
On June 23, 2003

MELVIN S. SHOTTEN, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

U.S. BANK NATIONAL ASSOCIATION

By: David B. Cardell
Name: David B. Cardell
Title: Senior Vice President

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EXHIBIT A - PATENT COLLATERAL

PATENTS ISSUED			
TITLE	COUNTRY	PATENT	DATE
A Multi-Level One-Man Cart Adapted to be Moved Up and Down	US	3,752,527	08/14/73
A One Man Cart for Articles	US	4,369,985	01/25/83
Adjustable Ambulance Cot with Trolley Mechanism	US	5,432,966	07/18/95
Adjustable Cervical Collar	US	5,058,572	10/22/91
All Level Cart with Swivel Casters	US	3,980,334	09/14/76
Ambulance Cot Construction	US	3644944	02/29/72
Ambulance Lock	US	5,205,601	04/27/93
Ambulance Stretcher with Improved Height Adjustment Feature	US	6,526,611	03/04/03
Ambulance Stretcher with Improved Height Adjustment Feature	US	6,389,623	05/21/02
Automatically Adaptable Fastening System for Wheeled Cots and	US	5,092,722	03/03/92
Break-Away Scoop Stretcher	US	4,480,345	11/06/84
Business Machine Cart with Trunk Loading Attachment	US	4251178	02/17/81
Cardiopulmonary Resuscitation Cot Mattress	US	4,168,554	09/25/79
Cart for High Deck Ambulances	US	4,052,097	10/04/77
Cart Having Extensible Auxiliary Wheels	US	4,192,541	03/11/80
Cervical Extrication Collar	US	5865773	02/02/99
Cervical Extrication Collar	US	6,423,020	07/23/02
Collapsible Extrication Device	US	5,375,277	12/27/94
Combination Adjustable Break-Away Scoop Stretcher and Extrication	US	3921231	11/25/75
Combination Stretcher and Stairchair	US	4,688,279	08/25/87
Combined Stretcher and Stair Chair	US	3122758	03/03/64
Cot-Mounted Arm Rest	US	5,839,136	11/24/98
Crash Stable Cot Fastener	US	3918554	11/11/75
Device for Facilitating the Loading of Stretcher Undercarriages into ...	US	6,203,085	03/20/01
Disposable Cervical Collar	US	5,060,637	10/29/91
Extrication Cervical Collar with Adjustable Supports	US	RE36745	06/20/00
Fabric Chair with Three Stair Climbing Wheels	US	D-430,078	08/29/00
Fastening Track, Cot Transport Vehicle Adapted to Secure the	US	5,913,559	06/22/99
Head Immobilizer and Method for Immobilizing	US	4928711	05/29/90
Height Adjustable Equipment Cart with Detachable Table	US	6,431,319	08/13/02
High Deck Ambulance Cart	US	4,405,172	09/20/83
I.V. Pole	US	6,431,505	08/13/02
Large Body Stretcher	US	6,568,009	05/27/03
Monitoring Patient Handling Equipment	US	6,219,864	04/24/01
Multiple Purpose Ambulance Cot with Removable Stretcher Top	US	4,037,871	07/26/77
Multiple-Level Cot	US	4,767,148	08/30/88
Multi-Position Pediatric Immobilizer and Transport Device	US	5,496,092	03/05/96
Multi-Position Pediatric Immobilizer and Transport Device	US	5496092	03/05/96
Multi-Purpose Stretcher Chair	US	3380085	04/30/68
Office Machine Cart	US	3684307	08/15/72

EXHIBIT A - PATENT COLLATERAL

PATENTS ISSUED			
TITLE	COUNTRY	PATENT	DATE
Patient Immobilization Harness and Apparatus	US	5211186	05/18/93
Pivot Locking Means (vA) Adjustable Break-Away Splint-Stretcher	US	3653079	04/04/72
Pivot Locking Means (vA) Adjustable Break-Away Splint-Stretcher	US	3801208	04/02/74
Restraint Stretcher	US	5014374	05/14/91
Roll-In Cot with High Ground Clearance	US	5,435,027	07/25/95
Spinal Restraint Device	US	4,211,218	07/08/80
Stair Chair	US	D-409,120	05/04/99
Stair Chair	US	6,435,538	08/20/02
Stretcher Table Assembly which is Mounted Over an Ambulance	US	5,845,351	12/08/98
Tiltable Stretcher Table Assembly	US	6,446,285	09/10/02
Trunk Loading Device for Business Machines and the Like	US	4604022	08/05/86
Undercarriage	US	5509159	04/23/96
Undercarriage Extension	US	5,987,673	11/23/99
Underwater Treadmill Device	US	5921892	07/13/99

PATENT APPLICATIONS			
TITLE	COUNTRY	APPLICATION	DATE
Abdominal and Lumbo-Sacral Support Assembly	US	07/984327	12/02/92
Adjustable Skimmer Flow Control Assembly and Method for.....	US	07/994280	12/21/92
Combination Stretcher and Stairchair	US	09/613399	07/11/00
Combination Stretcher and Stairchair	US	60/150466	08/24/99
Connection Device and Security Hook for Tubular Elements,	US	10//019454	10/24/01
Extrication Cervical Collar with Adjustable Supports	US	09/597894	06/19/00
I.V. Pole	US	60/191583	03/23/00
Large Body Stretcher	US	60/191705	03/23/00
Multipurpose Roll-In Emergency Cot	US	60/252110	11/20/00
Tilt-Top Mortuary Cot	US	09/677258	10/02/00
Weight Monitoring	US	09/879449	06/12/01

EXHIBIT B - COPYRIGHT COLLATERAL

REGISTERED COPYRIGHTS			
TITLE	COUNTRY	REG. DATE	REG. NUMBER
Directions for using Chlorazene Hydrosol System	US	04/11/94	TX-3-770-485
Chlorazene Hydrosol System tank ration	US	04/11/94	TX-3-770-486
Technical Data Sheet for Chlorazene	US	04/11/94	TX-3-771-069
We're uncovering some revealing information	US	04/11/94	TX-3-771-083
Research - the who, what, why, when & how/by James J. Menagazzi	US	01/04/94	TX-3-802-191
A scientific evaluation of plastic backboards	US	01/04/94	TX-3-805-057
Chlorazene study pac.	US	04/11/94	TX-3-834-505
Plastic backboard comparison study: setting an industry standard	US	06/20/94	TX-3-856-692
Model 24 and 24-H mortuary cot: user's manual	US	02/22/00	TX-5-036-276

PENDING COPYRIGHT APPLICATIONS			
TITLE	COUNTRY	APP. DATE	APP. NUMBER

None at this time

EXHIBIT D - LICENSES

The Mortgagor pays fees to the company or individual identified below for use of the item referred to opposite the name of such company or individual.

<u>Company/ Individual</u>	<u>Item Royalty paid on</u>
Aquamotion	Class W8 items - Commercial pool sales
Gary Williams	Model #514
Gary Williams	Model #222
Larry Wendell Elliott	Model #44
Marie Robinette	Baby Board item # 0313922
Marie Robinette	Pedi-Sleeve item # 0313923
Mikken Research	Model # 770
Wizloc	Wizloc
Womble Industries	Ox Tank Mobilizer
Unwin	Model # 678
Propak	5107 Trauma Kit 0819786
Propak	5108 Prof ALS Kit 0819789
Propak	5109 Trauma Kit 0819792
Propak	5110 Trauma Kit 0819797
Propak	5111 Trauma Kit 0819800
Propak	5112 Trauma Kit 0819804
Propak	5113 First-In Trauma Kit 0819808
Propak	5114 Pro-Med Mini-Kit 0819812
Propak	5115 Intub Med Mini-Kit 0819814
Propak	5116 Intraven Mini Kit 0819819
Propak	5117 Trauma Kit 0819821
Propak	5120 Carry Kit 0819825
Propak	5121 Oxygen Carry Kit 0819831
Propak	5130 Intub Ultra Mini-Kit 0819847

The Mortgagor does not currently license the use of any of its intellectual property.