

11-19-2003



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

SHEET 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(ies): Spaulding Acquisition Co. 11-17-03

2. Name and address of receiving party(ies): Name: The CIT Group/Business Credit, Inc. Internal Address: Street Address: 1211 Avenue of the Americas City: New York State: NY ZIP: 10036

- Individual Association General Partnership Limited Partnership Corporation-State Other

- Individual(s) citizenship Association General Partnership Limited Partnership Corporate-State New York Other

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: October 23, 2003

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)

B. Trademark registration No.(s): 2,212,451; 1,351,658; 857,830; 833,852; 833,851; 822,607; 822,189

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Joel C. Trotter, Esquire Internal Address: Stradley, Ronon, Stevens & Young, LLP Street Address: 2600 One Commerce Square City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 3.41): \$ 190 Enclosed Authorized to be charged to deposit account

8. Deposit account number: NOT APPLICABLE (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. Joel C. Trotter, Esquire Person Signing Signature Date November 6, 2003

Total number of pages comprising cover sheet: 1

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

11/19/2003 LMUeller 00000023 2212451 01 FC:8521 40.00 OP 02 FC:8522 150.00 OP

TRADEMARK REEL: 002865 FRAME: 0848

Security Agreement

Trademarks

WHEREAS, SPAULDING ACQUISITION CO., a Delaware corporation (herein referred to as "Borrower"), has adopted, used and is using the trademarks and service marks listed in Schedule 1-A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule 1-B attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Borrower is obligated to THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation (herein referred to as "Lender"), and has entered into a Trademark and Patent Security Agreement dated the date hereof (the "Agreement") in favor of Lender; and

WHEREAS, pursuant to the Agreement, Borrower has granted to Lender a security interest in, and mortgage on, all right, title and interest to Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, BORROWER has caused this Security Agreement to be duly executed by its duly authorized officer as of the 23 day of October, 2003.

SPAULDING ACQUISITION CO.

By: Stuart I. Mathews

Name: Stuart I. Mathews

Title: Secretary

Commonwealth
~~STATE OF~~ *Massachusetts*)
)ss.:
COUNTY OF *Suffolk*)

On this 23 day of October, 2003, before me personally came Stuart I. Mathews, to me known, who being duly sworn, did depose and say, that he is the Secretary of SPAULDING ACQUISITION CO., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Rose LaDuaglia-Felan
Notary Public

**MY COMMISSION EXPIRES
JUNE 10, 2005**

SCHEDULE 1-B

1. U.S. Registered Trademarks/Service Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Expiration Date</u>
Reuse-A-Tube	2,212,451	December 22, 1998	Dec. 22, 2004
Duralite	1,351,658	July 30, 1985	July 30, 2005
Stratoclad	857,830	October 1, 1968	October 1, 2008
Spaulding	833,852	August 22, 1967	August 22, 2007
Filawound	833,851	August 22, 1967	August 22, 2007
Armite	822,607	January 24, 1967	January 24, 2007
Spauldite	822,189	January 17, 1967	January 17, 2007

2. U.S. Applications

None.