

1/12/04

01-15-2004

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

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇌ ⇌ ⇌ ▼



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To the Honorable Commissioner of F

original documents or copy thereof.

<p>1. Name of conveying party(ies): AcryMed, Incorporated</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other Oregon Corporation</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Medline Industries, Inc. Internal Address: _____</p> <p>Street Address: One Medline Place City: Mundelein State: IL Zip: 60060</p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State Illinois  <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: 01/05/04</p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____ 78/140597</p> <p>B. Trademark Registration No.(s) _____</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Cathryn A. Berryman Internal Address: _____ Street Address: Jenkens &amp; Gilchrist, P.C. 1445 Ross Ave, Suite 3200 City: Dallas State: TX Zip: 75202</p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">-1-</span></p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 10-0447</p>
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**DO NOT USE THIS SPACE**

<p>9. Signature.</p> <p>Cathryn A. Berryman Name of Person Signing</p> <p><i>Cathryn A. Berryman</i> Signature</p> <p>1-8-04 Date</p> <p>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">8</span></p>
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01/14/2004 ECOOPER 00000282 100447 78140597  
01 FC:8521 40.00 DR

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

TRADEMARK  
REEL: 002897 FRAME: 0263

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is between AcryMed, Incorporated, an Oregon corporation (the "Obligor"), and Medline Industries, Inc., an Illinois corporation (the "Secured Party"), as of ~~December 1, 2003~~ ("Effective Date").

January 5, 2004

  
Recitals:

A. The Obligor and the Secured Party are parties to that certain Pledge and Security Agreement dated January 5, 2004, (as amended, restated, or otherwise modified from time to time, the "Security Agreement"). For purposes of this Agreement, all terms defined in this Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement, unless otherwise expressly provided in this Agreement.

B. Pursuant to the terms of the Security Agreement, the Obligor has granted to the Secured Party, for the benefit of the Secured Party, a lien and security interest in all of the Obligor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Obligor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the performance of the Obligations.

### Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligor hereby grants and assigns to the Secured Party, for the benefit of the Secured Party, to secure the performance of the Obligations, a continuing security interest, lien, and collateral assignment in all of the Obligor'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) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Obligor (all of such items in this clause (a) being

referred to herein collectively as the "Trademarks"); (b) any written agreement now or hereafter in existence granting to the Obligor any right to use any Trademark ("Trademark License"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement referred to in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Obligor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application referred to in Schedule 1.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.


The Obligor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests 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.

IN WITNESS WHEREOF, the Obligor has caused this Agreement to be duly executed by its duly authorized officer effective as of the Effective Date.

OBLIGOR:  
ACRYMED, INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTY:  
MEDLINE INDUSTRIES, INC.

By:  \_\_\_\_\_  
Name: Andrew R. Williams  
Title: President

referred to herein collectively as the "Trademarks"; (b) any written agreement now or hereafter in existence granting to the Obligor any right to use any Trademark ("Trademark License"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement referred to in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Obligor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application referred to in Schedule 1.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Obligor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests 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.

IN WITNESS WHEREOF, the Obligor has caused this Agreement to be duly executed by its duly authorized officer effective as of the Effective Date.

OBLIGOR:  
ACRYMED, INCORPORATED

By: [Signature]  
Name: Jack D McManis  
Title: Pres & CEO

SECURED PARTY:  
MEDLINE INDUSTRIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this [\_\_\_\_\_] day of [\_\_\_\_], 2003, by [\_\_\_\_], as [\_\_\_\_] of AcryMed, ~~Inc~~-Incorporated, a [\_\_\_\_], on behalf of such corporation.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

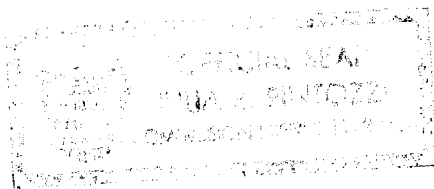
STATE OF ILLINOIS )  
 )  
COUNTY OF ~~COOK~~ <sup>LAKE</sup> )

*Andrew Kelly* This instrument was acknowledged before me this [<sup>h</sup>6] day of [JAN], ~~2003~~ <sup>2004</sup>, by [~~Alex Liberman~~], as [~~President~~] of Medline Industries, Inc., an Illinois corporation, on behalf of such corporation.

{Seal}

*Julia P. Filozzo*  
\_\_\_\_\_  
Notary Public in and for the State of Illinois

My commission expires: 11/22/04



ACKNOWLEDGMENT

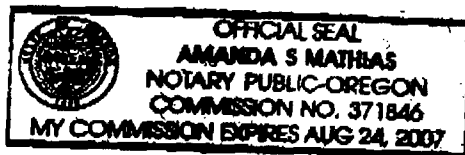
STATE OF Oregon )  
 )  
COUNTY OF Washington )

This instrument was acknowledged before me this 6<sup>th</sup> day of January, 2007, by Seal McManen, as President of AcryMed, ~~Inc~~-Incorporated, a Oregon Company on behalf of such corporation.

{Seal}

Amanda Mathias  
Notary Public in and for the State of Oregon

My commission expires: Aug 24, 2007



STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

This instrument was acknowledged before me this [ ] day of [ ], 2003, by [ ], as [ ] of Medline Industries, Inc., an Illinois corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_