

2-18-04

02-18-2004

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



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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): 2-18-04 Decubiti Concepts, LLC 5185 Campus Drive, Suite 300 Plymouth Meeting, PA 19462 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Limited Liability Company (PA) Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Progress Bank Internal Address: Street Address: Four Sentry Pkwy., Suite 200 City: Blue Bell State: PA Zip: 19462 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Bank 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 [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 12/09/2003

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

Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Paula T. Bradley, Paralegal Internal Address: c/o McCausland, Keen & Buckman Street Address: Radnor Court, Suite 160 259 N. Radnor-Chester Road City: Radnor State: PA Zip: 19087

6. Total number of applications and registrations involved: 12 7. Total fee (37 CFR 3.41) \$ 315.00 [x] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Paula T. Bradley, Paralegal Name of Person Signing [Signature] Signature February 17, 2003 Date

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

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

02/18/2004 LHMULLER 00000192 75266248

01 FC:8521 02 FC:8522

40.00 DP 275.00 DP

TRADEMARK REEL: 002914 FRAME: 0600

EXHIBIT A

Trademarks

<u>Description</u>	<u>Registration No.</u>
STIMULUS SYSTEM	75/266,248
Stimulus System Jr.	76/527,481
Stimulus Plus Jr.	76/519,882
STIMULUS AIR	76/523,259
STIMAIR	76/523,258
PRONE-TECHTOR 3.5	76/523,262
PRONE-TECHTOR 6.0	76/523,264
PRONECARE PLUS	76/523,263
PRONE-TECHTOR WBS	76/523,261
PRONE-TECHTOR WBS JR.	76/523,260
PRONECARE	76/523,265
RECOVERCARE	1818236

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 9, 2003 by and between PROGRESS BANK ("Bank") and DECUBITI CONCEPTS LLC, a Pennsylvania limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend a certain Line of Credit Loan and Term Loan (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain trademarks to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Documents, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its trademarks listed on Exhibit A hereto, and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibit A attached hereto sets forth any and all material intellectual property rights in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

5185 Campus Drive, Suite 300
Plymouth Meeting, PA 19462

Attn: Thomas A. Smith

DECUBITI CONCEPTS LLC

By: Thomas A. Smith
Thomas A. Smith, President

BANK:

PROGRESS BANK

Address of Bank:

Progress Bank
Four Sentry Parkway
Suite 200
Blue Bell, PA 19462

Attn: Loan Documentation

By: _____
Mia N. Pittman, Vice President

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibit A attached hereto sets forth any and all material intellectual property rights in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

5185 Campus Drive, Suite 300
Plymouth Meeting, PA 19462

Attn: Thomas A. Smith

DECUBITI CONCEPTS LLC

By: _____
Thomas A. Smith, President

BANK:

Address of Bank:

Progress Bank
Four Sentry Parkway
Suite 200
Blue Bell, PA 19462

Attn: Loan Documentation

PROGRESS BANK

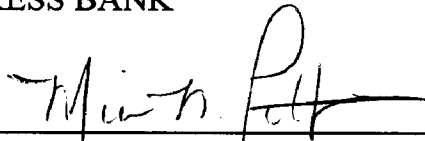
By: 
Mia N. Pittman, Vice President

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