

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	SECURITY INTEREST
-----------------------	-------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Depot, Inc.		06/29/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Webster Business Credit Corporation
Street Address:	One State Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2412490	DR. K
Registration Number:	2404307	DR. K
Registration Number:	2425045	DR. K
Registration Number:	2414020	DR. K
Registration Number:	2414028	DR. K
Registration Number:	2433326	DR. K
Registration Number:	2404308	DR. K
Registration Number:	2477491	DR. K
Registration Number:	2477479	DR. K
Registration Number:	2501460	DR.K
Registration Number:	2495652	DR. K
Registration Number:	2501461	DR. K
Registration Number:	2415740	DR. K
Registration Number:	2426750	DR. K
Registration Number:	2425122	DR. K SPORT

CH \$890.00 2412490

Registration Number:	2429749	DR. K SPORT
Registration Number:	2429752	DR. K SPORT
Registration Number:	2425121	DR.K SPORT
Registration Number:	2796943	WINMED PRODUCTS COMPANY
Registration Number:	2781459	WINNIE DELUXE
Registration Number:	2783878	NANNIE DELUXE
Registration Number:	2781460	AUSSIE LITE
Registration Number:	2553261	TANGO
Registration Number:	2747600	MOBILITY USA
Serial Number:	76368747	DRIVE MEDICAL DESIGN & MANUFACTURING
Serial Number:	76369192	DRIVE
Serial Number:	76369191	DRIVE MEDICAL
Serial Number:	76565044	DAYTONA 3
Serial Number:	76565043	DAYTONA 4
Serial Number:	76565041	ODYSSEY
Serial Number:	76565040	SEVILLE
Serial Number:	76565039	STINGRAY 3
Serial Number:	76565045	STINGRAY 4
Serial Number:	76565042	SUNFIRE LS
Serial Number:	76435554	MIMI LITE

CORRESPONDENCE DATA

Fax Number: (404)572-5149

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (404) 572-4786

Email: epolak@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 191 Peachtree Street, 49th Floor

Address Line 2: ATTN: Gerald T. Woods

Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:

Gerald T. Woods

Total Attachments: 7

source=Digital_#page1.tif

source=Digital_#page2.tif

source=Digital_#page3.tif

source=Digital_#page4.tif

source=Digital_#page5.tif

source=Digital_#page6.tif

source=Digital_#page7.tif

TRADEMARK

REEL: 002921 FRAME: 0722

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 29, 2004, is made by the undersigned (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), as Agent (WBCC, in such capacity, the "Agent"), for itself and the other Lenders (WBCC and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

E. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

F. The Lenders propose to make certain loans to the Company pursuant to the Credit Agreement; and

G. Pursuant to the Credit Agreement, the Company has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in and to, and granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

H. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Company grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in and a collateral assignment of the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademarks” means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in, and collaterally assigns to the Agent, for its benefit and the ratable benefit of the Lenders, all of the Company’s right, title and interest in, to and under the following (collectively, the “Property”): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else in this Agreement to the contrary, unless and until the Agent exercises the rights and remedies accorded to it under the Loan and Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Agent hereby grants to the Company the exclusive, nontransferable, royalty-free right and license under the Property for the Company’s own benefit and account, so that the Company may use and enjoy the Property in connection with its business operations and exercise rights and remedies with respect to the Property, but with respect to all Property being used in the Company’s business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. The Company agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Company in this paragraph, except that the Company may sublicense the Property in the ordinary course of the Company’s business but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Upon the exercise by the Agent of the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the license granted under this paragraph to the Company shall terminate.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Agent may terminate its security

interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Security Agreement with respect to such new Trademark. The Company authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

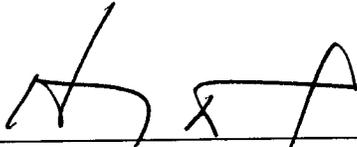
6. The Company further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent or any Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Agent and the Lenders for all expenses, including reasonable attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

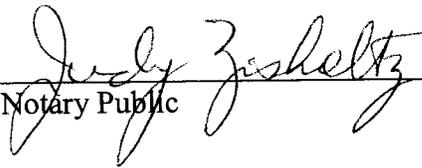
“COMPANY”

MEDICAL DEPOT, INC.

By: 
Name: Harvey Diamond
Title: President and CEO

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

On June 29, 2004 before me personally came Harvey Diamond, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President and CEO of MEDICAL DEPOT, INC., who being by me duly sworn, did depose and say that he (she) is the President and CEO of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Board of Directors; that he (she) signed his (her) name thereto by like order; and that he (she) acknowledged said instrument to be the free act and deed of said company.



Notary Public

My Commission Expires:
December 31, 2005

[NOTARIAL SEAL]

JUDY ZISHOLTZ
Notary Public, State of New York
No. 4794801
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires 12/31/05

SCHEDULE I

REGISTERED U.S. TRADEMARKS

Description	Registration Number	Registration Date
Dr. K	2,412,490	12/12/2000
	2,404,307	11/14/2000
	2,425,045	01/30/2001
	2,414,020	12/19/2000
	2,414,028	12/19/2000
	2,433,326	03/06/2001
	2,404,308	11/14/2000
Dr. K & Design	2,477,491	08/14/2001
	2,477,479	08/14/2001
	2,501,460	10/30/2001
	2,495,652	10/09/2001
	2,501,461	10/30/2001
	2,415,740	12/26/2000
	2,426,750	02/06/2001
Dr. K Sport	690,805	03/27/2001
	692,410	06/27/2001
	2,425,122	01/30/2001
	2,429,749	02/20/2001
Dr. K Sport & Design	2,429,752	02/20/2001
	2,425,121	01/30/2001
Winmed Products Company	2,796,943	12/23/2003
Winnie Deluxe	2,781,459	11/11/2003
Nannie Deluxe	2,783,878	11/18/2003
Aussie Lite	2,781,460	11/11/2003
Tango	2,553,261	03/26/2002
Mobility USA & Design	2,747,600	08/05/2003

PENDING U.S. TRADEMARK APPLICATIONS

<u>Description</u>	<u>Application Number</u>	<u>Filing Date</u>
Drive Medical Design & Manufacturing	76/368,747	02/08/2002
Drive	76/369,192	02/11/2002
Drive Medical	76/369,191	02/11/2002
Daytona 3	76/565,044	12/2/2003
Daytona 4	76/565,043	12/2/2003
Odyssey	76/565,041	12/2/2003
Seville	76/565,040	12/2/2003
Stingray 3	76/565,039	12/2/2003
Stingray 4	76/565,045	12/2/2003
Sunfire LS	76/565,042	12/2/2003
Mimi Lite	76/435,554	07/29/2002