

05-24-2004  
102750999

5/24/04

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

1. Name of conveying party(ies):  
AIRPAX CORPORATION, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other a Delaware limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 05/14/2004

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, as Agent  
Internal  
Address: Suite 4400

Street Address: 311 South Wacker Crive

City: Chicago State: IL Zip: 60606

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

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) 76/270,758

B. Trademark Registration No.(s) See attached.

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope S. Johnson

Internal Address: Katten Muchin Zavis Rosenman  
Suite 1800

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson

Name of Person Signing

*Penelope S. Johnson*  
Signature

05/19/2004

Date

Total number of pages including cover sheet, attachments, and document: 8

05/25/2004  
01 FC:8521  
02 FC:8522

LMUELLER 00000004 76270758

40.00 BP  
200.00 OP

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

**Schedule to Trademark Security Agreement**

**U.S. Trademark Registrations**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
AIRPAX (stylized) Class 9	1,325,513	3/19/85
AIRPAX Class 9	1,325,514	3/19/85
COMBOSENSE	2,767,295	9/23/03
AIRPAX Class 7 and 9	1,325,446	3/19/85
AIRPAX (stylized) Class 7 and 9	1,325,447	3/19/85
AIRPAX (stylized) Class 9	0,963,431	7/10/73
CARDGARD	1,352,511	8/6/85
SNAPAK	1,114,440	3/6/79

## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, AIRPAX CORPORATION, LLC, a Delaware limited liability company (“Grantor”), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor, as Borrower, has entered into a Credit Agreement dated as of May 14, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Antares Capital Corporation, as agent (“Agent”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “Lenders”), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, pursuant to the terms of a Borrower Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between Borrower and Agent (in such capacity, “Grantee”), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “Liabilities” (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’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) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill

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associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest 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.

-Remainder of Page Intentionally Left Blank-  
[signature page follows]

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**TRADEMARK**  
**REEL: 002972 FRAME: 0047**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 4<sup>th</sup> day of May, 2004.

**AIRPAX CORPORATION, LLC,**  
a Delaware limited liability company

By: Michael V. Rabasca

Name: Michael V. Rabasca

Title: Secretary

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Director

Trademark Security Agreement - Borrower  
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TRADEMARK  
REEL: 002972 FRAME: 0048

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 14<sup>th</sup> day of May, 2004.

**AIRPAX CORPORATION, LLC,**  
a Delaware limited liability company

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

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By:   
Name: Eric P. Hansen  
Title: \_\_\_\_\_ Director

**Schedule to Trademark Security Agreement**

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CARDGARD	1,352,511	8/6/85
SNAPAK	1,114,440	3/6/79

**U.S. Trademark Applications**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
VERISENSE	76/270,758	6/14/01