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
Aspen Surgical Products		11/08/2004	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	111 Lyon, N.W.
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49503
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1730491	DR. FOG
Registration Number:	1485173	MICROHONE
Registration Number:	2140132	SURGIDYNE
Registration Number:	1494986	SURGIDYNE
Registration Number:	1480707	SABER
Registration Number:	1456372	3C
Registration Number:	1419901	VARIDYNE
Serial Number:	78411997	NEEDLE NEST
Serial Number:	78393828	WRITESITE
Registration Number:	0890563	DISPOS-A-PAK

OP $265.00 1730491

CORRESPONDENCE DATA

Fax Number: (616)776-6322
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6167766305
Email: schultz@millercanfield.com

Correspondent Name:	Richard A. Gaffin
Address Line 1:	99 Monroe Ave N.W.
Address Line 2:	1200 W. Campau Square Plaza
Address Line 4:	Grand Rapids, MICHIGAN 49503

ATTORNEY DOCKET NUMBER:	066153-00103
NAME OF SUBMITTER:	Richard A. Gaffin

Total Attachments: 12
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AMENDED AND RESTATED SECURITY AGREEMENT

This Security Agreement is made as of November 8, 2004, by and between ASPEN SURGICAL PRODUCTS, INC., a Michigan corporation, of 6945 Southbelt Drive, Caledonia, Michigan 49316 ("Debtor"), and FIFTH THIRD BANK (f/k/a Old Kent Bank), a Michigan banking corporation, of 111 Lyon, N.W., Grand Rapids, Michigan 49503 ("Bank");

WHEREAS, Debtor and the Bank entered into a Security Agreement dated as of January 9, 2001 (the "Former Agreement"); and

WHEREAS, Debtor and the Bank desire to amend and restate the Former Agreement in its entirety;

NOW, THEREFORE, Debtor and the Bank hereby agree as follows:

1. Grant of Security Interest. Debtor hereby grants to Bank a continuing security interest in:

(a) all Accounts Receivable (for purposes of this Agreement, "Accounts Receivable" consists of all accounts; general intangibles; chattel paper (including without limit electronic chattel paper and tangible chattel paper); contract rights; deposit accounts; documents; instruments; rights to payment evidenced by chattel paper, documents or instruments; health care insurance receivables; commercial tort claims; letters of credit; letter of credit rights; supporting obligations; and rights to payment for money or funds advanced or sold),

(b) all Inventory,

(c) all Fixtures,

(d) all Software (for purposes of this Agreement, "Software" consists of all (i) computer programs and supporting information provided in connection with a transaction relating to the program, and (ii) computer programs embedded in goods and any supporting information provided in connection with a transaction relating to the program whether or not the program is associated with the goods in such a manner that it customarily is considered part of the goods, and whether or not, by becoming the owner of the goods, a person acquires a right to use the program in connection with the goods, and whether or not the program is embedded in goods that consist solely of the medium in which the program is embedded),

(e) specific items listed on attached Schedule A, if any, are also included in Collateral,

(f) all goods, instruments, documents, policies and certificates of insurance, deposits, money, investment property or other property (except real property which is not a fixture) which are now or later in possession or control of Bank, or as to which Bank now or later controls possession by documents or otherwise, and

(g) all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including but not limited to stock splits, stock rights, voting and preferential rights), products, and proceeds of or pertaining to the above including, without limit, cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Debtor.

In the definition of Collateral, a reference to a type of collateral shall not be limited by a separate reference to a more specific or narrower type of that collateral.

All of the foregoing properties and assets of Debtor are referred to collectively in this Agreement as the "Collateral."

2. Indebtedness Secured. The foregoing security interest is given to secure payment and performance of ALL OBLIGATIONS AND INDEBTEDNESS OF DEBTOR NOW AND HEREAFTER OWING TO BANK, including, but not limited to, all future advances and all obligations and indebtedness of Debtor to Bank under this Agreement and under all other security agreements, loan agreements (including that certain loan agreement of even date herewith (the "Loan Agreement")), pledge agreements, assignments, mortgages, guaranties, notes, leases, agreements to reimburse the Bank for draws on letters of credit, and other agreements, instruments, and documents, that have been or in the future are signed by Debtor, and all extensions or renewals of such indebtedness and obligations. This security interest secures all indebtedness and obligations now and in the future owing to Bank by Debtor, regardless of whether any such indebtedness or obligation is (a) not presently intended or contemplated by Debtor or Bank, (b) indirect, contingent, or secondary, (c) unrelated to the Collateral or to any financing of the Collateral by Bank, (d) of a kind or class that is different from any indebtedness or obligation now owing to Bank by Debtor, or (e) is now or in the future evidenced by a note or other document that does not refer to this security interest or this Agreement.

The indebtedness and obligations that are secured by this security interest are collectively called the "Indebtedness."

3. Warranties, Representations, and Agreements. Debtor warrants and represents to, and agrees with, Bank as follows:

(a) Debtor is the owner of the Collateral, and none of the Collateral is subject to any lien, security interest, encumbrance, or claim in favor of any third party,

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and no financing statement is on file in any public office covering any of the Collateral, except in favor of or subordinate to the Bank.

(b) This Agreement is the valid and binding obligation of Debtor, enforceable in accordance with its terms.

(c) Debtor is a corporation and is organized and validly existing in good standing under the laws of the State of Michigan; Debtor has full power and authority to enter into and perform its obligations under this Agreement; the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action of Debtor's members and will not violate Debtor's articles of organization or operating agreement.

(d) None of the Collateral is, and Debtor will not permit any of the Collateral to be, contaminated or the source of contamination of any other property in violation of any Environmental Laws (as defined below), by any substance that is now or hereafter regulated by or subject to any past, present, or future federal, state, local, or foreign law, ordinance, rule, regulation, or order that regulates or is intended to protect public health or the environment or that establishes liability for the investigation, removal, or cleanup of, or damage caused by, any environmental contamination, including, without limitation, any law, ordinance, rule, regulation, or order that regulates (collectively, "Environmental Laws") or prescribes requirements for air quality, water quality, or the disposition, transportation, or management of waste materials or toxic substances. Debtor will store, operate, and maintain the Collateral in compliance with all such laws and regulations.

(e) Debtor's address set forth on the first page of this Agreement is the location of either (i) Debtor's sole place of business, or (ii) if Debtor has more than one place of business, Debtor's chief executive office.

(f) Any part of the Collateral consisting of accounts or chattel paper does and will evidence bona fide sales or leases to the parties named in Debtor's books, and no defense to any account or chattel paper does or will exist.

(g) All information that Debtor has furnished or in the future furnishes to Bank concerning Debtor or the Collateral, including, without limitation, all financial statements and all information concerning the value, condition or quality of the Collateral, is and will be correct and complete in all material respects.

4. Agreements of Debtor. Debtor agrees that:

(a) Debtor will not cause or permit any lien, security interest, or encumbrance to be placed on any Collateral, except Permitted Liens as defined in the Loan Agreement, and Debtor will not sell, assign, or transfer any Collateral or permit any

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Collateral to be transferred by operation of law, except that, until Maturity of any of the Indebtedness, (i) Debtor may sell inventory in the ordinary course of Debtor's business and (ii) Debtor may dispose, in the ordinary course of business, assets which have become obsolete, unsuitable, or unnecessary for its business, provided that the Debtor must pay to Bank the net proceeds of sale or disposition of such assets to the extent those proceeds are not applied to acquire additional or substitute assets. A sale in the ordinary course of business does not include a transfer in partial or complete satisfaction of a debt.

(b) Debtor will maintain all records concerning the Collateral at Debtor's address appearing on the first page of this Agreement and will keep all tangible Collateral (other than any vehicle being operated in the ordinary course of business) at the present location or locations of the Collateral.

(c) Debtor will furnish Bank with all information regarding the Collateral that Bank shall from time to time request (including without limitation, the names and addresses of Debtor's account debtors and the amount owed by each) and will allow Bank at any reasonable time to inspect the Collateral and Debtor's books and records regarding the Collateral.

(d) Debtor will sign, file, record, or obtain from third persons, all financing statements, subordination agreements, and other documents, and take all other action, that Bank may consider necessary to perfect, to continue perfection of, or to maintain first priority of, Bank's security interest in the Collateral subject to any Permitted Liens, and Debtor will place upon the Collateral and/or documents evidencing the Collateral such notice of Bank's security interest as Bank may from time to time require.

(e) Bank may file a photocopy of this Agreement as a financing statement evidencing Bank's security interest in the Collateral.

(f) Debtor will immediately notify Bank in writing (i) of any change in Debtor's name, identity or corporate structure, (ii) if Debtor now has only one place of business, of any change in its location and of the location of each additional place of business established by Debtor, and (iii) if Debtor now or in the future has more than one place of business, of any change in the location of Debtor's chief executive office.

(g) Debtor will maintain all tangible Collateral in good condition and repair and maintain fire and extended coverage insurance covering all tangible Collateral in amounts and against risks that Bank shall require. Debtor shall cause each insurance policy to provide that its proceeds will be payable to Bank to the extent of Bank's interest in the Collateral and that the policy will not be canceled, and the coverage will not lapse (including, without limitation, any lapse due to non-payment of premiums) or be reduced, without at least 30 days' prior written notice by the insurer to Bank. Debtor will provide Bank with evidence of that insurance coverage. Debtor agrees that Bank may act as

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agent for Debtor in obtaining, adjusting, and settling the insurance and endorsing any draft evidencing proceeds of the insurance.

(h) Debtor will pay, before they become delinquent, all taxes and assessments upon the Collateral or for its use or operation, and pay and perform when due all indebtedness and obligations under all leases, land contracts, or other agreements under which Debtor has possession of any real property upon which any of the Collateral shall at any time be located and under any mortgage or mortgages at any time covering the real property, other than such matters being contested in good faith by appropriate proceedings.

5. Collection of Proceeds.

(a) Debtor agrees to use commercially reasonable efforts to collect and enforce payment of all Accounts until the Bank shall direct Debtor to the contrary and, from and after this direction, Debtor agrees to fully and promptly cooperate and assist the Bank (or any other person as the Bank shall designate) in the collection and enforcement of all Accounts.

(b) Debtor irrevocably authorizes the Bank or any employee or agent of the Bank to endorse the name of Debtor upon any checks or other items which are received in payment of any Account or for any inventory, and to do any and all things necessary in order to reduce these items to money.

(c) The Bank shall have no duty as to the collection or protection of Collateral or the proceeds of it, nor as to the preservation of any related rights, beyond the use of reasonable care in the custody and preservation of Collateral in the possession of the Bank. Debtor agrees to take all steps necessary to preserve rights against prior parties with respect to Debtor's Property in Possession of the Bank.

(d) For the purpose of calculating interest on the Indebtedness, Debtor agrees that the Bank may, at the Bank's option, make such credits only when payments are actually collected by the Bank in immediately available funds. Any credit of payment by the Bank prior to receipt by the Bank of immediately available funds is conditional upon the Bank's receipt of those funds. For the purpose of calculating the principal amount which Debtor may request to borrow from the Bank under any borrowing arrangements with the Bank, Debtor understands that the Bank may, at the Bank's option, use a method different from that used for the purpose of calculating interest.

(e) Unless Bank otherwise agrees in writing, Debtor shall at its sole expense establish and maintain, during the entire term of this Agreement (or until Bank acting in its sole discretion shall notify Debtor that the Indebtedness is no longer required to be on a Remittance Basis) a United States post office lock box (the "Lock Box"), to which Bank shall have exclusive access, and to which Debtor shall have no access.

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Debtor expressly authorizes Bank, from time to time, to remove all contents from the Lock Box, for disposition in accordance with this Agreement. Debtor agrees to notify all account debtors and other parties obligated to it that all payments made on any account, invoice or other collateral (other than payments by electronic funds) shall be remitted, for the credit of Debtor, to the Lock Box, and Debtor shall include a like statement on all invoices. Payments made by electronic funds transfer shall be made directly to the Bank's Collateral Account (defined below), and Debtor shall so instruct its account debtors and other parties obligated to it. Debtor shall execute all documents, authorizations and other agreements necessary to establish the Lock Box, and Bank's exclusive access thereto.

(f) Whether or not Debtor is required by Bank to maintain a Lock Box under this paragraph, any and all cash, checks, drafts and other instruments for the payment of money received by Debtor at any time, in full or partial payment of any of the Collateral shall forthwith, upon receipt, be transmitted and delivered to Bank (properly endorsed, where required, so that such items may be collected by Bank). Any such items received by Debtor shall not be commingled with any other of Debtor's funds or property, but will be held separate and apart from Debtor's own funds or property, and upon express trust for the benefit of Bank until delivery is made to Bank.

(g) All items or amounts which are remitted to the Lock Box or otherwise delivered by or for the benefit of Debtor to Bank on account of partial or full payment of, or any other amount payable with respect to, any of the Collateral shall, at Bank's option, (i) be applied to the payment of the Indebtedness, whether then due or not, in such order of application as Bank may determine in its sole discretion, or, (ii) shall be deposited to the credit of a non-interest bearing deposit account in the name of the Bank for the benefit of Debtor (the "Bank's Collateral Account") to be established by Debtor with Bank pursuant to this paragraph, as security for payment of the Indebtedness. Debtor shall have no right whatsoever to withdraw any funds so deposited. Debtor further grants to Bank a first security interest in and lien on all funds on deposit in such account. To the extent collected funds remain at any time on deposit in the Bank's Collateral Account after payment and discharge in full of the Indebtedness (provided there is then no Default hereunder), Bank shall release such surplus collected funds to Debtor. Debtor hereby irrevocably authorizes and directs Bank to endorse all items received for deposit to the Bank's Collateral Account, notwithstanding the inclusion on any such item of a restrictive notation, e.g., "paid in full", "balance of account", or other restriction.

6. Bank's Right to Perform. If Debtor fails to perform any obligation of Debtor under this Agreement, Bank may, without giving notice to or obtaining the consent of Debtor, perform that obligation on behalf of Debtor. (This may include, for example, obtaining insurance coverage for Collateral, paying off liens on Collateral, or cleaning up environmental contamination of, or caused by, Collateral.) Debtor will

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reimburse Bank on demand for any expense that Bank incurs in performing the obligation and will pay to Bank interest on the amount of the expense, from the date the expense was incurred by Bank, at an annual rate equal to the Overdue Rate as defined in the Loan Agreement. Bank is not required to perform an obligation that Debtor has failed to perform.

7. Bank's Rights and Remedies. Bank shall have all rights and remedies of a secured party under applicable laws. Without limiting these rights and remedies:

(a) If all or any part of the Indebtedness is not paid at Maturity, then (i) without notice or demand to Debtor, Bank shall be entitled to notify Debtor's account debtors and obligors to make all payments directly to Bank, and Bank shall have the right to take all actions that Bank considers necessary or desirable to collect upon the Collateral, including, without limitation, prosecuting actions against, or settling or compromising disputes and claims with, Debtor's account debtors and obligors, (ii) without notice or demand to Debtor, Bank may receive, open, dispose of, and notify the postal authorities to change the address of, mail directed to Debtor, and (iii) upon demand by Bank, Debtor shall immediately deliver to Bank, at the place that Bank shall designate, all proceeds of the Collateral and all books, records, agreements, leases, documents, and instruments evidencing or relating to the Collateral.

(b) If all or any part of the Indebtedness is not paid at Maturity, Debtor, upon demand by Bank, shall deliver the Collateral and proceeds of Collateral to Bank at the place that Bank shall designate, and Bank may dispose of the Collateral in any commercially reasonable manner. Any notification required to be given by Bank to Debtor regarding any sale or other disposition of Collateral shall be considered reasonable if mailed at least 10 days before the sale or other disposition.

(c) If all or any part of the Indebtedness is not paid at Maturity, Bank shall have the right (but no obligation) to continue or complete the manufacturing or processing of, or other operations in connection with, any part of the Collateral, and, for that purpose, to enter and remain upon or in any land or buildings that are possessed by Debtor or that Debtor has the right to possess. Debtor will reimburse Bank on demand for any expense that Bank incurs in connection with those activities and will pay to Bank interest on the amount of the expense, from the date the expense was incurred by Bank, at the rate specified in Paragraph 5 of this Agreement.

(d) The proceeds of any collection or disposition of Collateral shall be applied first to Bank's attorney fees and expenses, as provided in Paragraph 7 of this Agreement, and then to the Indebtedness, and Debtor shall be liable for any deficiency remaining.

All rights and remedies of Bank shall be cumulative and may be exercised from time to time.

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8. Expenses. Debtor shall reimburse Bank on demand for all reasonable attorney fees, legal expenses, and other expenses that Bank incurs in protecting and enforcing its rights under this Agreement. This includes fees and expenses incurred in trying to take possession of Collateral from Debtor, a trustee or receiver in bankruptcy, or any other person. Bank may apply any proceeds of collection or disposition of Collateral to Bank's reasonable attorney fees, legal expenses and other expenses.

9. Amendments and Waivers. No provision of this Agreement may be modified or waived except by a written agreement signed by Bank. Bank will continue to have all of its rights under this Agreement even if it does not fully and promptly exercise them on all occasions.

10. Notices. Any notice to Debtor or to Bank shall be considered to be given if and when mailed, with postage prepaid, to the respective address of Debtor or Bank appearing on the first page of this Agreement, or if and when delivered personally.

11. Miscellaneous.

(a) Debtor will give Bank not less than 90 days prior written notice of all contemplated changes in Debtor's name, location, chief executive office, principal place of business, and/or location of any Collateral, but the giving of this notice shall not cure any Event of Default caused by this change.

(b) Bank assumes no duty of performance or other responsibility under any contracts contained within the Collateral.

(c) Bank has the right to sell, assign, transfer, negotiate or grant participations or any interest in, any or all of the Indebtedness and any related obligations, including without limit this Agreement. In connection with the above, but without limiting its ability to make other disclosures to the full extent allowable, Bank may disclose all documents and information which Bank now or later has relating to Debtor, the Indebtedness or this Agreement, however obtained. Debtor further agrees that Bank may provide information relating to this Agreement or relating to Debtor to the Bank's parent, affiliates, subsidiaries, and service providers.

(d) Debtor waives any right to require the Bank to: (a) proceed against any person or property; or (b) pursue any other remedy in the Bank's power. Debtor waives notice of acceptance of this Agreement and presentment, demand, protest, notice of protest, dishonor, notice of dishonor, notice of default, notice of intent to accelerate or demand payment of any Indebtedness, any and all other notices to which the undersigned might otherwise be entitled, and diligence in collecting any Indebtedness, and agree(s) that the Bank may, once or any number of times, modify the terms of any Indebtedness, compromise, extend, increase, accelerate, renew or forbear to enforce payment of any or all Indebtedness, or permit Borrower to incur additional Indebtedness, all without notice

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to Debtor and without affecting in any manner the unconditional obligation of Debtor under this Agreement. Debtor unconditionally and irrevocably waives each and every defense and setoff of any nature which, under principles of guaranty or otherwise, would operate to impair or diminish in any way the obligation of Debtor under this Agreement, and acknowledges that such waiver is by this reference incorporated into each security agreement, collateral assignment, pledge and/or other document from Debtor now or later securing the Indebtedness, and acknowledges that as of the date of this Agreement no such defense or setoff exists.

(e) In the event that applicable law shall obligate Bank to give prior notice to Debtor of any action to be taken under this Agreement, Debtor agrees that a written notice given to Debtor at least ten days before the date of the act shall be reasonable notice of the act and, specifically, reasonable notification of the time and place of any public sale or of the time after which any private sale, lease, or other disposition is to be made, unless a shorter notice period is reasonable under the circumstances. A notice shall be deemed to be given under this Agreement when delivered to Debtor or when placed in an envelope addressed to Debtor and deposited, with postage prepaid, in a post office or official depository under the exclusive care and custody of the United States Postal Service or delivered to an overnight courier. The mailing shall be by overnight courier, certified, or first class mail.

(f) Notwithstanding any prior revocation, termination, surrender, or discharge of this Agreement in whole or in part, the effectiveness of this Agreement shall automatically continue or be reinstated in the event that any payment received or credit given by Bank in respect of the Indebtedness is returned, disgorged, or rescinded under any applicable law, including, without limitation, bankruptcy or insolvency laws, in which case this Agreement, shall be enforceable against Debtor as if the returned, disgorged, or rescinded payment or credit had not been received or given by Bank, and whether or not Bank relied upon this payment or credit or changed its position as a consequence of it. In the event of continuation or reinstatement of this Agreement, Debtor agrees upon demand by Bank to execute and deliver to Bank those documents which Bank determines are appropriate to further evidence (in the public records or otherwise) this continuation or reinstatement, although the failure of Debtor to do so shall not affect in any way the reinstatement or continuation.

(g) This Agreement and all the rights and remedies of Bank under this Agreement shall inure to the benefit of Bank's successors and assigns and to any other holder who derives from Bank title to or an interest in the Indebtedness or any portion of it, and shall bind Debtor and the heirs, legal representatives, successors, and assigns of Debtor. Nothing in this Section 11(g) is deemed a consent by Bank to any assignment by Debtor.

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(h) If there is more than one Debtor, all undertakings, warranties and covenants made by Debtor and all rights, powers and authorities given to or conferred upon Bank are made or given jointly and severally.

(i) Except as otherwise provided in this Agreement, all terms in this Agreement have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the Uniform Commercial Code, as those meanings may be amended, revised or replaced from time to time. "Uniform Commercial Code" means Act No. 174 of the Michigan Public Acts of 1962, as amended, revised or replaced from time to time, including without limit as amended by Act No. 348 of the Michigan Public Acts of 2000. Notwithstanding the foregoing, the parties intend that the terms used herein which are defined in the Uniform Commercial Code have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the Uniform Commercial Code shall in the future be amended or held by a court to define any term used herein more broadly or inclusively than the Uniform Commercial Code in effect on the date of this Agreement, then such term, as used herein, shall be given such broadened meaning. If the Uniform Commercial Code shall in the future be amended or held by a court to define any term used herein more narrowly, or less inclusively, than the Uniform Commercial Code in effect on the date of this Agreement, such amendment or holding shall be disregarded in defining terms used in this Agreement.

(j) No single or partial exercise, or delay in the exercise, of any right or power under this Agreement, shall preclude other or further exercise of the rights and powers under this Agreement. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. This Agreement constitutes the entire agreement of Debtor and Bank with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless the same shall be in writing and signed by Debtor and an authorized officer of Bank. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to conflict of laws principles.

(k) To the extent that any of the Indebtedness is payable upon demand, nothing contained in this Agreement shall modify the terms and conditions of that Indebtedness nor shall anything contained in this Agreement prevent Bank from making demand, without notice and with or without reason, for immediate payment of any or all of that Indebtedness at any time(s), whether or not an Event of Default has occurred.

(l) Debtor represents and warrants that Debtor's exact name is the name set forth in this Agreement. Debtor further represents and warrants the following and agrees that Debtor is a registered organization which is organized under the laws of one of the states comprising the United States (e.g. corporation, limited partnership, registered limited liability partnership or limited liability company), and Debtor is located (as determined pursuant to the Uniform Commercial Code) in the state under the

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laws of which it was organized, which is (street address, state and county or parish): 6945 Southbelt Drive, Caledonia, Kent County, Michigan 49316.

Other location where Collateral is located:

13828 Lincoln Street, NE, Ham Lake, Minnesota

Collateral shall be maintained only at the locations identified in this Section 11(l).

(m) A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement under the Uniform Commercial Code and may be filed by Bank in any filing office.

(n) This Agreement shall be terminated only by the filing of a termination statement in accordance with the applicable provisions of the Uniform Commercial Code.

12. Other. In this Agreement, "Maturity" of any of the Indebtedness means the time when that Indebtedness has become due and payable, for whatever reason. This Agreement shall be binding upon and inure to the benefit of Debtor and Bank and their respective successors and assigns.

IN WITNESS WHEREOF, Debtor and Bank have signed this Security Agreement as of the date first written above.

ASPEN SURGICAL PRODUCTS, INC.

By: _____
Daniel J. Bowen
Its: President

FIFTH THIRD BANK

By: _____
Robert M. Jamula
Its: Vice President

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EXHIBIT A

1. 620 shares of stock of Richard-Allan Medical Industries (U.K.) Limited

2. U.S. Trademarks

Trademark Reg. No.	Mark
1,730,491	Dr. Fog
1,485,173	Micro Hone
890,563	Dispos-A-Pak
2,140,132	Surgidyne
1,494,986	Surgidyne
1,480,707	Saber
1,456,372	3C
1,419,901	Varidyne

Pending U.S. Trademark applications

78/411,997	Needle Nest
78/393,828	Writesite

3. U.S. Patents

Patent No.	Title
4,828,546	Bulb evacuator for closed wound suction
4,551,141	Method and apparatus for removing liquids from a drainage device

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