

02-25-2005



102849727

To the Honorable Commissioner of Patents and Trademarks

all documents or copy thereof.

1. Name of conveying party(ies):  
 Salus Surgical Group, LLC  
 132 S. Rodeo Drive  
 Beverly Hills, CA 90212

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: Fortress Credit Corp.  
 Internal  
 Address: \_\_\_\_\_

Street Address: 1251 Avenue of the Americas  
 City: New York State: NY Zip: 10020

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Assignment for Security -Trademarks

Execution Date: 02/18/2005

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) 76/528,290  
76/528,291 76/528,292

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Christina McClure  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_

Street Address: Latham & Watkins LLP  
233 S. Wacker Drive, Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
Christina McClure      *Christina McClure*      February 24, 2005  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 2

02/28/2005 DBYRNE 00000011 76528290

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

02/28/2005 DBYRNE 00000012 76528290 120.00 DP 01 FC:8523

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, **Salus Surgical Group, LLC** (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated **February 18, 2005** (the "Security Agreement"), in favor of FORTRESS CREDIT CORP., as Agent for certain lenders (the "Assignee");


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for itself and the ratable benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for itself and the ratable benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for itself and the ratable benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of **February 18, 2005**.

**Salus Surgical Group, LLC**

By:   
\_\_\_\_\_  
**Randy Rosen**  
**Manager**

SCHEDULE II

INTELLECTUAL PROPERTY AND LICENSES; TRADENAMES

TRADEMARKS

Trademark Owner	Mark	Country	Serial Or Reg. Number	STATUS
Salus Surgical Group, LLC	Salus Surgical Group, LLC (words only)	USA	76/528,290	Final review prior to publication has been completed, application will be published for opposition
Salus Surgical Group, LLC	Salus Surgical Group, LLC (design only)	USA	76/528,291	Final review prior to publication has been completed, application will be published for opposition.
Salus Surgical Group, LLC	Salus Surgical Group, LLC (words and design)	USA	76/528,292	Final review prior to publication has been completed, application will be published for opposition.

TRADENAMES

Salus Surgical Group, LLC

The S & B Surgery Group, LLC

S & B Surgery Center

The Spalding Pain Clinic

Sched. II-1

CHV738505.4