

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 |
| RDI Global Solution, Inc. | | 03/18/2005 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Global Solution, LLC | | |
| Street Address: | 5320 Cub Circle | | |
| City: | Morristown | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37814 | | |
| Entity Type: | Limited Liability Corporation: TENNESSEE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78480944 | QWIC RX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (423)785-8480 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 423-785-8295 | | |
| Email: | pliner@millermartin.com | | |
| Correspondent Name: | Patricia P. Liner | | |
| Address Line 1: | Suite 1000 Volunteer Building | | |
| Address Line 2: | 832 Georgia Avenue | | |
| Address Line 4: | Chattanooga, TENNESSEE 37402 | | |
| NAME OF SUBMITTER: | Patricia P. Liner | | |
| Signature: | /Patricia P.Liner/ | | |
| Date: | 04/19/2005 | | |

CH \$40.00 78480944

Total Attachments: 12

900023296

**TRADEMARK
 REEL: 003068 FRAME: 0853**

source=RDI Security Agmt#page1.tif
source=RDI Security Agmt#page2.tif
source=RDI Security Agmt#page3.tif
source=RDI Security Agmt#page4.tif
source=RDI Security Agmt#page5.tif
source=RDI Security Agmt#page6.tif
source=RDI Security Agmt#page7.tif
source=RDI Security Agmt#page8.tif
source=RDI Security Agmt#page9.tif
source=RDI Security Agmt#page10.tif
source=RDI Security Agmt#page11.tif
source=RDI Security Agmt#page12.tif

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement"), dated as of March 18, 2005, is by and among the RDI GLOBAL SOLUTION, INC., a Delaware corporation (the "Grantor") and GLOBAL SOLUTION, LLC, a Tennessee limited liability corporation (the "Secured Party").

WITNESSETH

WHEREAS, the Grantor has executed a Secured Subordinated Promissory Note (the "Note") in favor of the Secured Party in connection with that certain Asset Purchase Agreement, dated as of March 18, 2005 (the "Asset Purchase Agreement"), by and among G. Steve LeMarr, Cindy B. LeMarr, Kris M. Oakes, and Christy L. Oakes (each a "Member" and collectively, the "Members"), the Grantor, and the Secured Party, which Asset Purchase Agreement provides for the acquisition by the Grantor (the "Acquisition") of the assets of the Secured Party; and

WHEREAS, this Security Agreement is required under the terms of the Asset Purchase Agreement;

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

1. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the meanings provided in the Asset Purchase Agreement or, as the case may be, the Note. In addition, capitalized terms used herein and not otherwise defined in the Asset Purchase Agreement shall have the meanings provided in the UCC.

As used herein:

"Collateral" has the meaning provided in **Section 2** hereof.

"Intellectual Property" means all the patents and trademarks described on Schedule 1(a) hereto.

"Secured Obligations" means, without duplication, all of the obligations of the Grantor to the Secured Party, whenever arising, under the Note (including, but not limited to, any interest accruing after the occurrence of a Liquidation with respect to the Grantor, regardless of whether such interest is an allowed claim under the Bankruptcy Code), whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, howsoever evidenced, created, held or acquired, whether primary, secondary, direct, contingent, or joint and several, as such obligations may be amended, modified, increased, extended, renewed or replaced from time to time.

"UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of Delaware.

"Vial Molds" mean the vial molds described on Schedule 1(a) hereto.

2. **Grant of Security Interest in the Collateral.** To secure the prompt payment and performance in full when due of the Secured Obligations, the Grantor hereby grants, pledges and assigns to the Secured

Party, a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantor in and to the following personal property of the Grantor (collectively, the "Collateral"):

- (a) all Intellectual Property;
- (b) the Vial Molds;
- (c) to the extent not otherwise included, all Accessions and all Proceeds of any and all of the foregoing.

The Grantor and the Secured Party hereby acknowledge and agree that the security interest created hereby in the Collateral constitutes continuing collateral security for all of the Secured Obligations.

3. Representations and Warranties. The Grantor hereby represents and warrants to the Secured Party that so long as any of the Secured Obligations remains outstanding:

(a) Legal Name; Chief Executive Office. As of the date hereof, the Grantor's exact legal name, type of organization, state of incorporation or formation, tradenames, and, to the extent required by law, organizational identification number are as set forth on Schedule 3(a) attached hereto.

(b) Security Interest/Priority. This Security Agreement creates a valid security interest in favor of the Secured Party in the Collateral and, when properly perfected by filing, shall constitute a valid perfected security interest in the Collateral, to the extent such security interest can be perfected by filing under the UCC.

(c) No Encumbrances. No financing statement covering any of the Collateral is on file against Grantor in any public office, except any which may have been filed on behalf of the Secured Party and Healthcare Business Credit Corporation, Triangle Mezzanine Fund, LLLP and Respiratory Distributors Finance, Inc. (together with (i) liens for taxes or assessments or other governmental charges or levies if not yet due and payable, (ii) statutory liens of landlords and liens of carriers, warehousemen, mechanics, materialmen and other liens imposed by law in the ordinary course of business for sums not yet due and payable and (iii) liens under workers compensation, unemployment, insurance and other types of social security, the "Permitted Encumbrances"). Grantor is and will continue to be the lawful owner of all Collateral, free of all liens and claims whatsoever except Permitted Encumbrances and those permitted with prior written permission from Secured Party, and Grantor has all necessary right and authority to subject the same to the security interest granted hereby.

4. Covenants. The Grantor covenants that, so long as any of the Secured Obligations remains outstanding, it shall:

(a) Change in Structure, Location or Type. Not, without providing ten days prior written notice to the Secured Party and without filing such financing statements and amendments to any previously filed financing statements as the Secured Party may require, change its name, or its mailing address or organizational identification number (if it has one) or state of formation. If the Grantor does not have an organizational number and later obtains one, the Grantor shall promptly notify the Secured Party of such organizational identification number.

(b) Perfection of Security Interest. Agree that the Secured Party may file one or more financing statements or other filings disclosing the Secured Party's security interest in any or all of the Collateral of the Grantor without the Grantor's signature thereon. In the event for any reason the law of any jurisdiction other

than Delaware becomes or is applicable to the Collateral of the Grantor or any part thereof, or to any of the Secured Obligations, the Grantor agrees to execute and deliver all such instruments and to do all such other things as the Secured Party in its sole discretion reasonably deems necessary, appropriate or convenient to preserve, protect and enforce the security interests of the Secured Party under the law of such other jurisdiction (and, if a Grantor shall fail to do so promptly upon the request of the Secured Party, then the Secured Party may execute any and all such requested documents on behalf of the Grantor pursuant to the power of attorney granted hereinabove).

(c) Performance of Obligations. Pay all of Grantor's Secured Obligations to Secured Party as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, and will perform all terms of all notes, agreements and instruments evidencing or securing the Secured Obligations and the terms and this and/or any other security or loan agreement between Grantor and Secured Party.

(d) Defense of Claims. Defend the Collateral against the claims and demands of all persons. If Grantor shall cause or permit any claims, levies, charges, security interests or other encumbrances (other than Permitted Encumbrances) to be placed on the Collateral, Grantor will promptly give Grantor notice of the same and take any action necessary duly to discharge any such claim, levy, charge, security interest or other encumbrance if the same shall arise.

(e) Insurance. Properly insure the Collateral against all hazards and risks in form and amount and with such insurance company or companies as are satisfactory to Secured Party, and Grantor agrees to furnish Secured Party satisfactory evidence of such policy, policies or certificates evidencing said insurance, upon request of the Secured Party. If Grantor fails to obtain such insurance required of Grantor, Secured Party is hereby given the right to obtain it at Grantor's expense.

(f) Maintenance. Keep the Collateral in good condition and repair, reasonable wear and tear excepted, pay promptly when due all taxes, assessments, and levies placed thereon by any taxing authority, and will permit Secured Party and its agents to inspect and examine the Collateral during reasonable business hours no more than four (4) times per year and only upon at least ten (10) business days' prior written notice to Grantor of the proposed inspection date.

(g) Payment of Taxes and Expenses. Pay as part of the Secured Obligations all amounts, with interest thereon, paid and expended by Secured Party for taxes, levies, insurance, repairs on or to, or maintenance of the Collateral.

(h) No Impairment of Collateral. Not (i) permit any liens or security interests (other than Permitted Encumbrances) to attach to any of the Collateral; (ii) permit any of the Collateral to be levied upon under any legal process; (iii) permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Agreement; or (iv) permit any of the Collateral to become an accession to other goods.

(i) Recording Cost. Pay the costs and taxes due for recording and filing any financing, continuation or termination statements with respect to the Secured Party's security interest in the Collateral.

(j) Compliance with all Laws and Regulations. Comply with all federal, state, county and municipal laws, statutes, regulations and ordinances, and maintain all required licenses of any and all governmental units that are material to the operation of Grantor's business, except to the extent that the failure to do so would not reasonably be expected to have a material adverse effect on the Grantor and the Collateral.

(k) Notice Required for Governmental Noncompliance. Notify Secured Party in writing, within thirty (30) days, of any investigation, inquiry, review, administrative order, claim, lien, or threatened litigation by or receipt of any notice of noncompliance with any applicable law, statute or ordinance from any entity of the federal, state or local government if such may have a material adverse effect on Grantor.

5. Advances by Secured Party of the Secured Obligations. On failure of the Grantor to perform any of the covenants and agreements contained herein, the Secured Party may, at its sole option and in its sole discretion, perform the same and in so doing may expend such sums as the Secured Party may reasonably deem advisable in the performance thereof, including, without limitation, the payment of any taxes, a payment to obtain a release of a lien or potential lien, expenditures made in defending against any adverse claim and all other expenditures that the Secured Party may make for the protection of the security hereof or that the Secured Party may be compelled to make by operation of law. All such sums and amounts so expended shall be repayable by the Grantor promptly upon timely notice thereof and demand therefor, shall constitute additional Secured Obligations and shall bear interest from the date said amounts are expended at the default rate specified in the Note. No such performance of any covenant or agreement by the Secured Party on behalf of the Grantor, and no such advance or expenditure therefor, shall relieve the Grantor of any default under the terms of this Security Agreement or any other documents relating to the Secured Obligations. The Secured Party may make any payment hereby authorized in accordance with any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien, title or claim except to the extent such payment is being contested in good faith by the Grantor in appropriate proceedings and against which adequate reserves are being maintained in accordance with generally accepted accounting principles (GAAP).

6. Remedies.

(a) General Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, the Secured Party and the holders of the Secured Obligations shall have, in addition to the rights and remedies provided herein, in any other documents relating to the Secured Obligations, or by law (including, without limitation, levy of attachment and garnishment), the rights and remedies of a secured party under the UCC of the jurisdiction applicable to the affected Collateral and, further, the Secured Party may, with or without judicial process or the aid and assistance of others, (i) enter on any premises on which any of the Collateral may be located and, without resistance or interference by the Grantor, take possession of the Collateral, (ii) dispose of any Collateral on any such premises, (iii) require the Grantor to assemble and make available to the Secured Party at the expense of the Grantor any Collateral at any place and time designated by the Secured Party that is reasonably convenient to both parties, (iv) remove any Collateral from any such premises for the purpose of effecting sale or other disposition thereof, and/or (v) without demand and without advertisement necessary for a commercially reasonable sale, notice, hearing or process of law, all of which the Grantor hereby waives to the fullest extent permitted by law, at any place and time or times, sell and deliver any or all Collateral held by or for it at public or private sale, by one or more contracts, in one or more parcels, for cash, upon credit or otherwise, at such prices and upon such terms as the Secured Party deems advisable, in its sole discretion (subject to any and all mandatory legal requirements). The Grantor acknowledges that any private sale referenced above may be at prices and on terms less favorable to the seller than the prices and terms that might have been obtained at a public sale and agrees that such private sale shall be deemed to have been made in a commercially reasonable manner. To the extent permitted by applicable law, neither the Secured Party's compliance with applicable law nor its disclaimer of warranties relating to the Collateral shall be considered to adversely affect the commercial reasonableness of any sale. To the extent the rights

of notice cannot be legally waived hereunder, the Grantor agrees that any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Grantor in accordance with the notice provisions of the Asset Purchase Agreement at least ten Business Days before the time of sale or other event giving rise to the requirement of such notice. The Secured Party shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. To the extent permitted by law, the Secured Party may be a purchaser at any such sale. To the extent permitted by applicable law, the Grantor hereby waives all of its rights of redemption with respect to any such sale. Subject to the provisions of applicable law, the Secured Party may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, to the extent permitted by law, be made at the time and place to which the sale was postponed, or the Secured Party may further postpone such sale by announcement made at such time and place.

(b) Nonexclusive Nature of Remedies. Failure by the Secured Party to exercise any right, remedy or option under this Security Agreement, any other documents relating to the Secured Obligations, or as provided by law, or any delay by the Secured Party in exercising the same, shall not operate as a waiver of any such right, remedy or option. No waiver hereunder shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated, which in the case of the Secured Party shall only be granted as provided herein. The rights and remedies of the Secured Party under this Security Agreement shall be cumulative and not exclusive of any other right or remedy that the Secured Party may have.

(c) Retention of Collateral. To the extent permitted under applicable law, in addition to the rights and remedies hereunder, upon the occurrence of an Event of Default and during the continuance thereof, the Secured Party may, after providing the notices required by Sections 9-620 and 9-621 of the UCC or otherwise complying with the requirements of applicable law of the relevant jurisdiction, accept or retain all or any portion of the Collateral in full or partial satisfaction of the Secured Obligations. Unless and until the Secured Party shall have provided such notices, however, the Secured Party shall not be deemed to have accepted or retained any Collateral in satisfaction of any Secured Obligations for any reason.

(d) Deficiency. In the event that the proceeds of any sale, collection or realization are insufficient to pay all amounts to which the Secured Party is legally entitled, the Grantor shall be liable for the deficiency, together with interest thereon at the default rate specified in the Notes, together with the costs of collection and reasonable attorneys' fees (including the allocated cost of internal counsel). Any surplus remaining after the full payment and satisfaction of the Secured Obligations shall be returned to the Grantor or to whomsoever a court of competent jurisdiction shall determine to be entitled thereto.

7. Rights of the Secured Party

(a) Power of Attorney. The Grantor hereby designates and appoints the Secured Party, and each of its designees or agents, as attorney-in-fact of the Grantor, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuation of an Event of Default:

(i) to demand, collect, settle, compromise and adjust, and give discharges and releases concerning the Collateral, all as the Secured Party may reasonably deem appropriate;

(ii) to commence and prosecute any actions at any court for the purposes of collecting any of the Collateral and enforcing any other right in respect thereof;

(iii) to defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as the Secured Party may reasonably deem appropriate;

(iv) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral;

(v) to direct any parties liable for any payment in connection with any of the Collateral to make payment of any and all monies due and to become due thereunder directly to the Secured Party or as the Secured Party shall direct;

(vi) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral;

(vii) to sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral or the goods or services that have given rise thereto, as fully and completely as though the Secured Party were the absolute owner thereof for all purposes;

(viii) to adjust and settle claims under any insurance policy relating thereto;

(ix) to execute and deliver all assignments, conveyances, statements, financing statements, renewal financing statements, security and pledge agreements, affidavits, notices and other agreements, instruments and documents that the Secured Party may reasonably deem appropriate in order to perfect and maintain the security interests and liens granted in this Security Agreement; and

(x) to institute any foreclosure proceedings that the Secured Party may reasonably deem appropriate.

This power of attorney is a power coupled with an interest and shall be irrevocable for so long as any of the Secured Obligations shall remain outstanding. The Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Secured Party in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. This power of attorney is conferred on the Secured Party solely to protect, preserve and realize upon its security interest in the Collateral.

(b) The Secured Party's Duty of Care. Other than the exercise of reasonable care to assure the safe custody of the Collateral while being held by the Secured Party hereunder, the Secured Party shall have no duty or liability to preserve rights pertaining thereto, it being understood and agreed that the Grantor shall be responsible for preservation of all rights in the Collateral, and the Secured Party shall be relieved of all responsibility for the Collateral upon surrendering it or tendering the surrender of it to the Grantor. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property, which shall be no less than the treatment employed by a reasonable and prudent agent in the industry, it being understood that the Secured Party shall not have responsibility for taking any necessary steps to preserve rights against any parties with respect to any of the Collateral. Except as may be required by applicable law, in the event of a public or private sale of Collateral pursuant to **Section 6** hereof, the Secured Party shall have no obligation to clean, repair or otherwise prepare the Collateral for sale.

8. Application of Proceeds. Upon the occurrence and during the continuation of an Event of Default, any payments in respect of the Secured Obligations and any proceeds of the Collateral, when received by the Secured Party in cash or its equivalent, will be applied in reduction of the Secured

Obligations in the order set forth in the Note or other document relating to the Secured Obligations, and the Grantor irrevocably waives the right to direct the application of such payments and proceeds and acknowledges and agrees that the Secured Party shall have the continuing and exclusive right to apply and reapply any and all such payments and proceeds in the Secured Party's sole discretion, notwithstanding any entry to the contrary upon any of its books and records.

9. **Continuing Agreement.**

(a) This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect so long as any of the Secured Obligations remains outstanding (other than any obligations with respect to the indemnities and the representations and warranties set forth in the Asset Purchase Agreement and any other payment or contingent liabilities that are not due and payable on the date the Secured Obligations are paid in full). Upon such payment and termination, this Security Agreement shall be automatically terminated and the Secured Party shall, upon the request and at the expense of the Grantor, forthwith release all of its liens and security interests hereunder and shall deliver all UCC termination statements and/or other documents reasonably requested by the Grantor evidencing such termination. Notwithstanding the foregoing, all releases and indemnities provided hereunder shall survive termination of this Security Agreement.

(b) This Security Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Secured Party as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made.

10. **Amendments.** This Security Agreement and the provisions hereof may not be amended, waived, modified, changed, discharged or terminated except as set forth in **Section 6** of the Note.

11. **Successors in Interest.** This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Grantor, its successors and assigns, and shall inure, together with the rights and remedies of the Secured Party, to the benefit of the Secured Party and its successors and permitted assigns; provided, however, that the Grantor may not assign its rights or delegate its duties hereunder without the prior written consent of the Secured Party.

12. **Notices.** All notices required or permitted to be given under this Security Agreement shall be given as provided in Section 15 of the Asset Purchase Agreement.

13. **Counterparts.** This Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

14. **Headings.** The headings of the sections and subsections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

15. **Governing Law; Submission to Jurisdiction; Venue.**

(a) THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE. Any legal action or proceeding with respect to this Security Agreement may be brought in the Courts of the State of

Delaware, the courts of the United States for the Southern District of Delaware, and appellate courts from any therefrom, and, by execution and delivery of this Security Agreement, the Grantor hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such courts. The Grantor further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at the address for notices pursuant to Section 15 of the Asset Purchase Agreement, such service to become effective three days after such mailing. Nothing herein shall affect the right of the Secured Party to serve process in any other manner permitted by law or to commence legal proceedings or to otherwise proceed against the Grantor in any other jurisdiction.

(b) The Grantor hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Security Agreement brought in the courts referred to in subsection (a) hereof and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

16. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES TO THIS SECURITY AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

17. Severability. If any provision of this Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

18. Entirety. This Security Agreement and the other documents relating to the Secured Obligations represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, if any, including any correspondence relating to the Secured Obligations or the transactions contemplated herein.

19. Survival. All representations and warranties of the Grantor hereunder shall survive the execution and delivery of this Security Agreement and the other documents relating to the Secured Obligations, the delivery of the Notes and the extension of credit thereunder or in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Each of the parties hereto has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.


GRANTOR:

RDI GLOBAL SOLUTION, INC.,
a Delaware corporation

By: _____
Name:
Title:

SECURED PARTY:

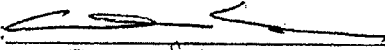
GLOBAL SOLUTION, LLC,
a Tennessee limited liability company

By: 
Name: *G Steve Letman*
Title: *Chief Manager*

Each of the parties hereto has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

RDI GLOBAL SOLUTION, INC.,
a Delaware corporation

By:  _____

Name: Erik Swimmer

Title: Vice President

SECURED PARTY:

GLOBAL SOLUTION, LLC,
a Tennessee limited liability company

By: _____

Name:

Title:

[Signature Page to Security Agreement]

SCHEDULE 1.1(a)

Vial Molds/Intellectual Property

1. The following vial molds acquired by the Grantor from the Secured Party pursuant to that certain Asset Purchase Agreement dated March 18, 2005 among the Grantor, the Secured Party and the interest holders in the Secured Party:

- (a) Mold Design Five Tube Cartridge Assembly- NuVial USA.
- (b) Mold Design Five Tube Cartridge Assembly- NuVial USA.
- (c) Mold Design Five Tube Cartridge Assembly- NuVial USA.
- (d) Mold Design Five Tube Cartridge Assembly- Qwic Vial

2. The following intellectual property acquired by the Grantor from the Secured Party pursuant to that certain Asset Purchase Agreement dated March 18, 2005 among the Grantor, the Secured Party and the interest holders in the Secured Party:

- (a) Patent (pending) Serial No. 10/010,261 (Apparatus and method for filling and sealing nebulization vials) filed on December 7, 2001.
- (b) Patent (pending) Serial No. 10/919,051 (Apparatus and method for filling and sealing nebulization vials in a sterile environment) filed on September 16, 2004.
- (c) Design Patent No. D456,507 (Nebulizer vials) filed on July 20, 2001.
- (d) Trademark application No. 78/480,944 for "QWIC RX" filed on September 9, 2004.

SCHEDULE 3(a)

Legal Name, State of Formation, Tradename, Organizational Identification Number

Legal Name: RDI Global Solution, Inc.

State of Formation: Delaware

Tradenames: None

Organizational Identification Number: 3927654