

11/10/04

RE

11-12-2004

COVER SHEET  
LY

11-10-04



102880039

Tab settings

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):  
The Jerome Group Inc.

- Individual(s)
  - General Partnership
  - Corporation-State DE
  - Other
  - Association
  - Limited Partnership
- Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address: \_\_\_\_\_

Street Address : 311 South Wacker Drive, Ste 4400

City: Chicago State: IL Zip: 60606

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

If assignee is not domiciled in the United States, a 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
- Security Agreement
- Other
- Merger
- Change of Name

October 7, 2004

Execution Date:

4. Application number(s) or trademark

A. Trademark Application No.(s)  
See Attached Schedule 1

B. Trademark Registration  
See Attached Schedule 1

Additional numbers attached? Yes

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

Name: Terese M. Scholl

Internal Address: 16<sup>th</sup> Floor

Street Address: Katten Muchin Zavis Rosenman  
525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations

15

7. Total fee (37 CFR ..... \$ 390.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Terese M. Scholl  
Name of Person

Terese M. Scholl  
Signature

11/8/04

Date

8

Total number of pages including cover sheet, attachments, and

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

11/12/2004 6TON11 00000040 1715401

01 FC:8521 40.00 DP

02 FC:8522 350.00 DP

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
MIAMI J	1,715,401	09/15/92
MIAMI ACUTE CARE	1,720,078	09/29/92
NEC LOC	1,381,192	02/04/86
NECLOC & Design	1,458,202	09/22/87
VI & Design	1,938,003	11/28/95
HELPING YOU MEET THE CHALLENGE OF CERVICAL SPINE CARE	2,026,408	12/31/96
MIAMI JR	2,178,925	08/04/98
Miami JTO	2,635,225	10/15/02
AIRWAY & Design	76/538,201	08/18/03
PAPOOSE	76/544,105	09/11/03
NECLOC KIDS & Design	76/560,837	11/19/03
CERVICAL SPINE HELPING YOU MEET THE CHALLENGE	76/560,841	11/19/03

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
MIAMI J in Germany	395 44 087.4	05/31/96
JEROME & Design in Taiwan (SM)	168788	09/01/02
JEROME & Design In Taiwan (TM)	976559	12/16/01

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>DATE</u>
JEROME & Design	76/560,838	11/19/03
SPINE (design)	76/560,839	11/19/03
MIAMI JR. & Design	76/560,840	11/19/03

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** dated as of October 7, 2004 between **THE JEROME GROUP INC.**, a Delaware corporation ("**Grantor**"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the "**Grantee**") for the benefit of itself and all financial institutions that from time to time become lenders under the Credit Agreement referred to below (collectively, the "**Lenders**").

### **WITNESSETH:**

**WHEREAS**, 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**, Royce Medical Company, a Delaware corporation ("**Borrower**"), has entered into a Credit Agreement dated as of July 11, 2003 (as the same has been and may be further amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), with Antares Capital Corporation, as agent ("**Agent**") for the benefit of the Lenders, and such Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, Grantor is a wholly-owned Subsidiary of Royce Medical Holdings, Inc., a Delaware corporation and sole shareholder of Borrower, and, as such, will derive substantial benefit and advantage from the loans and other financial accommodations available to the Borrower set forth in the Credit Agreement;

**WHEREAS**, to induce Agent and the Lenders to continue to make the Loans under the Credit Agreement, Grantor has agreed (i) to guaranty the Obligations (as defined in the Credit Agreement) of Borrower pursuant to that certain Guaranty dated as of even date herewith by Grantor to Agent and (ii) to pledge and grant a security interest in the Collateral (as defined in the Security Agreement referred to below) as security for the Obligations; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all of 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 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]**

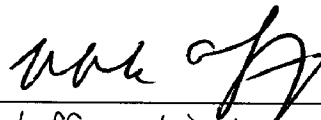
**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

**THE JEROME GROUP INC.**, a Delaware corporation

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

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

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



Jeffrey Lipsitz

President

Acknowledged:

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

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

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

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


**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

**THE JEROME GROUP INC.**, a Delaware corporation

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

Acknowledged:

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

By:  \_\_\_\_\_  
Name: Chester R. Zara  
Title: Director

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<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
MIAMI J	1,715,401	09/15/92
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MIAMI JR. & Design	76/560,840	11/19/03

FOREIGN TRADEMARK APPLICATIONS

MARK

SERIAL NO.

DATE

None

TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement

None

Trademark Security Agreement – Jerome Group

RECORDED: 11/10/2004

TRADEMARK  
REEL: 003076 FRAME: 0711