

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Philadelphia Cervical Collar Co.		06/17/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1236145	PHILADELPHIA CERVICAL COLLAR
Registration Number:	1869428	1/4
Registration Number:	1744386	PHILADELPHIA
Registration Number:	1951553	PHILLY
Registration Number:	2621743	EMT'S CHOICE
Registration Number:	2788885	PRO-FIT
Registration Number:	2711342	PATRIOT
Registration Number:	2875661	ATLAS
Registration Number:	2404035	A-SERIES
Registration Number:	2404036	BLOC-HEAD
Registration Number:	2425671	C-BREEZE
Registration Number:	2887669	C-LOC
Registration Number:	2937017	JUST COLLARS

CH \$340.00 1236145

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/23/2005

Total Attachments: 7
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SCHEDULE I

Trademarks

Trademark	Country	Registration Number	Issue Date
Philadelphia Cervical Collar	USA	1,236,145	5/3/83
¼	USA	1,869,428	12/17/94
Philadelphia	USA	1,744,386	1/5/93
Philadelphia	Canada	479,839	8/7/97
Philadelphia	Mexico	549,817	9/29/97
Philadelphia	Europe	128,587	10/28/98
Philly	USA	1,951,553	1/23/96
Philly	Europe	128,579	9/14/98
EMT's Choice	USA	2,621,743	9/17/02
Pro-Fit	USA	2,788,885	12/2/03
Patriot	USA	2,711,342	4/29/03
Atlas	USA	2,875,661	8/17/04
A-Series	USA	2,404,035	11/14/00
Bloc-Head	USA	2,404,036	11/14/00
C-Breeze	USA	2,425,671	1/30/01
C-Loc	USA	2,887,669	9/21/04
Just Collars	USA	2,937,017	3/29/05

Licenses

Intellectual Property and Business Information License and Promotion Agreement, by and between Quality Care Sales Co. and Philadelphia Cervical Collar Co., dated 6/01/04.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 17, 2005 between **PHILADELPHIA CERVICAL COLLAR CO.**, a Delaware corporation, formerly known as PC Collar Acquisition, Inc., as successor by merger to Philadelphia Cervical Collar Co., a New Jersey corporation, Calabrese Industries, LLC, a New Jersey limited liability company, Just Collars, LLC, a Pennsylvania limited liability company, and Quality Care Sales Co., a Pennsylvania 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 Joinder dated as of even date herewith by Grantor to Agent to that certain Guaranty dated as of October 7, 2004 by certain of Grantor's Affiliates 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 Joinder dated as of even date herewith between Grantor and Grantee to that certain Security Agreement dated as of October 7, 2004 between certain of Grantor's Affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), 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.

PHILADELPHIA CERVICAL COLLAR CO., a Delaware corporation, formerly known as PC Collar Acquisition, Inc., as successor by merger to Philadelphia Cervical Collar Co., a New Jersey corporation, Calabrese Industries, LLC, a New Jersey limited liability company, Just Collars, LLC, a Pennsylvania limited liability company, and Quality Care Sales Co., a Pennsylvania corporation

By: _____
Name: _____
Title: _____ *Vice President*

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

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By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: *CZR*
Name: Chester R. Zara
Title: Director

SCHEDULE I

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C-Loc	USA	2,887,669	9/21/04
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