

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ohio Medical Corporation		07/01/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guggenheim Corporate Funding, LLC		
<b>Street Address:</b>	135 East 57th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2043656	POSI-PULSE	
<b>Registration Number:</b>	965663	OHIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	Lori.schiffer@weil.com, phyllis.eremitaggio@weil.com		
<b>Correspondent Name:</b>	Weil, Gotshal & Manges c/o Lori Schiffer		
<b>Address Line 1:</b>	767 5th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 11001		
<b>NAME OF SUBMITTER:</b>	Lori Schiffer		
<b>Signature:</b>	/Lori Schiffer/		
<b>Date:</b>	07/05/2005		

CH \$65.00 2043656

Total Attachments: 7  
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## Trademark Security Agreement

**TRADEMARK SECURITY AGREEMENT**, dated as of July 1, 2005, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Guggenheim Corporate Funding, LLC, as Administrative Agent (in such capacity, the "Administrative Agent").

### W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2005, among OHIO MEDICAL CORPORATION, a Delaware corporation (the "Borrower"), the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of June 30, 2005, in favor of the Administrative Agent (the "Guarantee and Collateral Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

#### **1. *Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

"Trademark Licenses": any licenses, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

#### **2. *Grant of Security Interest in Trademark Collateral***

Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (the "Trademark Collateral"):

a all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

- b. all renewals of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- d. all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**3. *Guarantee and Collateral Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**4. *Governing Law***

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

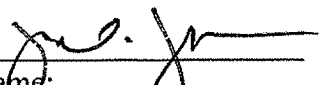
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OHIO MEDICAL CORPORATION,  
*as Grantor*

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


ACCEPTED AND AGREED  
as of the date first above written:

GUGGENHEIM CORPORATE FUNDING, LLC,  
*as Administrative Agent*

By:   
Name:  
Title: **TODD HEARLE**  
**ATTORNEY IN FACT**

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

OHIO MEDICAL CORPORATION,  
*as Grantor*

By:   
Name: DAVID HADANI  
Title: VICE PRESIDENT

ACCEPTED AND AGREED  
as of the date first above written:

GUGGENHEIM CORPORATE FUNDING, LLC,  
*as Administrative Agent*

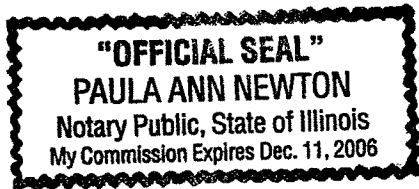
By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 30<sup>th</sup> day of June, 2005 before me personally appeared David Hadani, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ohio Medical Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Paula Ann Newton  
Notary Public



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Registered U.S. Trademarks**

Posi-Pulse: Registration No. 2043656, registered March 11, 1997, unregistered December 13, 2003

Ohio: Registration No. 965663, registered August 7, 1973 and renewed March 10, 2004



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Registered U.S. Trademarks**

Posi-Pulse: Registration No. 2043656, registered March 11, 1997, unregistered December 13, 2003

Ohio: Registration No. 965663, registered August 7, 1973 and renewed March 10, 2004

**Registered Foreign Trademarks**

Ohio: Registered in Argentina under Registration No. 1971063, Class IC 010

Ohio: Registered in Benelux under Registration No. 312961, Class IC 010

Ohio: Registered in Canada under Registration No. TMA228754

Ohio: Registered in Chile under Registration No. 370137, Class IC 010

Ohio: Registered in Colombia under Registration No. 88389, Class IC 010

Ohio: Registered in Costa Rica under Registration No. 58931, Class IC 010

Ohio: Registered in Ecuador under Registration No. 226797, Class IC 010

Ohio: Registered in El Salvador under Registration No. 229, Class IC 010

Ohio: Registered in Greece under Registration No. 65960, Class IC 010

Ohio: Registered in Italy under Registration No. 1227030, Class IC 010

Ohio: Registered in Peru under Registration No. 32723, Class IC 010

Ohio: Registered in Romania under Registration No. 11739, Class IC 010

Ohio: Registered in Spain under Registration No. 936538, Class IC 010

Ohio: Registered in Spain under Registration No. 941720, Class IC 037

Ohio: Registered in Venezuela under Registration No. 103518, Class IC 010