

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
Hoveround Corporation		07/29/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Jefferies Babson Finance LLC
Street Address:	520 Madison Avenue, 4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2754600	TRANSPORTER
Serial Number:	76415685	HOVEROUND TRANSPORTER
Registration Number:	2076348	TEKNIQUE
Registration Number:	2591847	FORERUNNER
Serial Number:	75923969	MINI-TEK
Registration Number:	2293670	ACTIVA
Registration Number:	2485571	HOVERLIFT
Registration Number:	2246719	MPV-4
Registration Number:	2283926	MPV-3
Registration Number:	2254431	ROUND FOR A REASON
Registration Number:	2251983	FREE TO SEE THE WORLD
Serial Number:	75379378	HOVERBALL
Registration Number:	1798627	HOVEROUND
Serial Number:	74594290	AFFINITI

CH \$365.00 2754600

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127562388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq. (042841/0006)
Signature:	/sas for da/
Date:	08/02/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 29th day of July, 2005 by **HOVEROUND CORPORATION**, a Florida corporation (the "Grantor"), in favor of **JEFFERIES BABSON FINANCE LLC**, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement"), by and among Hoveround Corporation, a Florida corporation ("Hoveround"), Healthcare Products Industries, Inc., a Delaware corporation ("Industries"; Industries and Hoveround, jointly and severally as co-borrowers, are hereinafter collectively referred to as "Borrower"), Healthcare Products Holdings, Inc., a Delaware corporation (the "Parent", together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations, each a "Guarantor" and collectively, the "Guarantors"), each Lender from time to time party thereto (each a "Lender" and collectively, the "Lenders") and Agent, the Lenders are willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement dated the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants to Agent, for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions, modifications or 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 products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any 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. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.


4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

GRANTOR:

HOVEROUND CORPORATION

By: 
Name: GORDON L. NELSON, JR.
Title: VICE PRESIDENT

STATE OF MASS

ss.:

COUNTY OF Middlesex

On this 26th day of July, 2005, before me personally came GORDON L. NELSON, JR., to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the VICE PRESIDENT of Hoveround Corporation, a Florida corporation, and that s/he executed the foregoing instrument in the firm name of Hoveround Corporation, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


Notary Public 2-2-12

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Company	Country	Trademark	Application or Registration No.	Filing Date/Status	Registration Date/ Status
Hoveround Corporation	United States	TRANSPORTER	R/N 2,754,600		8/19/2003 Registered
Hoveround Corporation	United States	HOVEROUND TRANSPORTER	S/N 76/415,685	5/31/2002 Pending	
Hoveround Corporation	United States	TEKNIQUE	R/N 2,076,348		7/1/1997 Registered
Hoveround Corporation	United States	FORERUNNER	R/N 2,591,847		7/9/2002 Registered
Hoveround Corporation	United States	MINI-TEK	S/N 75/923,969	2/22/2000 Abandoned	
Hoveround Corporation	United States	ACTIVA	R/N 2,293,670		11/16/1999 Registered
Hoveround Corporation	United States	HOVERLIFT	R/N 2,485,571		9/4/2001 Registered
Hoveround Corporation	United States	MPV-4	R/N 2,246,719		5/18/1999 Registered
Hoveround Corporation	United States	MPV-3	R/N 2,283,926		10/5/1999 Registered
Hoveround Corporation	United States	ROUND FOR A REASON	R/N 2,254,431		6/15/1999 Registered
Hoveround Corporation	United States	FREE TO SEE THE WORLD	R/N 2,251,983		6/8/1999 Registered
Hoveround Corporation	United States	HOVERBALL	S/N 75/379,378	10/27/1997 Abandoned	
Hoveround Corporation	United States	HOVEROUND	R/N 1,798,627		10/12/1993 Registered

Company	Country	Trademark	Application or Registration No.	Filing Date/Status	Registration Date/ Status
Hoveround Corporation	United States	AFFINITI	S/N 74/594,290	11/1/1994 Abandoned	
Hoveround Corporation	Canada	HOVEROUND (& Design)	R/N TMA435,704		11/18/1994 Registered

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