

**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
Viscarn, Inc.		12/30/2005	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Flinn Investments, LP
Street Address:	Three Greenwich Office Park
Internal Address:	2nd floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06831
Entity Type:	LIMITED PARTNERSHIP: MISSOURI

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2924024	VISCERN
Registration Number:	2860933	V
Registration Number:	1757760	DISCOVER THE JOY
Registration Number:	1757737	DISCOVER THE JOY
Registration Number:	2162500	IN THE LIGHT OF GRACE
Registration Number:	2528070	THE GIFT OF JOY
Registration Number:	1400644	KETCHUM, INC.

**CORRESPONDENCE DATA**

Fax Number: (212)556-2222  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2125562100  
 Email: nytrademarks@kslaw.com, jdunlop@kslaw.com,  
 alongobardi@kslaw.com  
 Correspondent Name: King & Spalding LLP

CH \$190.00 2924024

Address Line 1: 1185 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036-4003

ATTORNEY DOCKET NUMBER:	11935.019001/7649
NAME OF SUBMITTER:	James Dunlop, Esq.
Signature:	/James Dunlop/
Date:	12/30/2005

**Total Attachments: 7**

source=img-Z301431-0001#page1.tif  
source=img-Z301431-0001#page2.tif  
source=img-Z301431-0001#page3.tif  
source=img-Z301431-0001#page4.tif  
source=img-Z301431-0001#page5.tif  
source=img-Z301431-0001#page6.tif  
source=img-Z301431-0001#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2005, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Flinn Investments, LP ("Flinn"), as Lender (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 30, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Viscern, Inc., (the "Borrower"), and Flinn Investments, LP ("Flinn"), as Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Lender (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make its extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, hypothecates, and grants to the Lender a Lien on, and security interest in, all of its right, title and interest in, to, and under the following Collateral of such Grantor (the "Trademark Collateral");

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

**TRADEMARK  
REEL: 003219 FRAME: 0052**

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security 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.

VISCERN HOLDING CORPORATION  
as Grantor

By:   
Name:  
Title:

VISCERN, INC.  
as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

FLINN INVESTMENTS, LP, as Lender  
By LF Management, Corp., General Partner

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

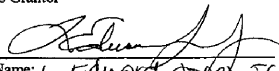
**TRADEMARK  
REEL: 003219 FRAME: 0054**

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.

VISCERN HOLDING CORPORATION  
as Grantor

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

VISCERN, INC.  
as Grantor

By:   
Name: L. Edward O'Brien, Sr.  
Title: SVP, Secretary & Treas.

ACCEPTED AND AGREED  
as of the date first above written:

FLINN INVESTMENTS, LP, as Lender  
By LF Management, Corp., General Partner

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

**TRADEMARK**  
**REEL: 003219 FRAME: 0055**

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.

VISCERN HOLDING CORPORATION  
as Grantor

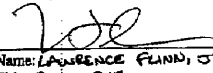
By: \_\_\_\_\_  
Name:  
Title:

VISCERN, INC.  
as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

FLINN INVESTMENTS, LP, as Lender  
By LF Management, Corp., General Partner

By:   
Name: LAWRENCE FLANN, JR.  
Title: PRESIDENT

TRADEMARK  
REEL: 003219 FRAME: 0056

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.

VISCERN HOLDING CORPORATION  
as Grantor

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

VISCERN, INC.  
as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

FLINN INVESTMENTS, LP, as Lender  
By LF Management, Corp., General Partner

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

**TRADEMARK**  
**REEL: 003219 FRAME: 0057**



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
VISCERN	76/977,148	2,924,024	1 February 2005	U.S.
V & Design	76/425,158	2,860,933	6 July 2004	U.S.
DISCOVER THE JOY	74/253,459	1,757,760	9 March 1993	U.S.
DISCOVER THE JOY	74/253,460	1,757,737	9 March 1993	U.S.
IN THE LIGHT OF GRACE	75/069,185	2,162,500	2 June 1998	U.S.
THE GIFT JOY	75/711,746	2,528,070	8 January 2002	U.S.
KETCHUM, INC.	73/557,424	1,400,644	8 July 1986	U.S.
RSI (NH) RESOURCE SERVICES		386,977		New Hampshire

RECORDED: 12/30/2005

**TRADEMARK**  
**REEL: 003219 FRAME: 0058**