

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
Surgical Specialties Corporation		05/01/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SpaMedica International S.R.L.		
Street Address:	Medford Complex		
City:	Whitehall, St. Michael		
State/Country:	BARBADOS		
Entity Type:	CORPORATION: BARBADOS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76599264	THREADLIFT	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 268 6538		
Email:	bmoylan@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	Morrison & Foerster, LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	60202-6001.000		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

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NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/Jennifer Lee Taylor/
Date:	02/13/2006
Total Attachments: 5 source=60202-6001.000 - security agreement#page1.tif source=60202-6001.000 - security agreement#page2.tif source=60202-6001.000 - security agreement#page3.tif source=60202-6001.000 - security agreement#page4.tif source=60202-6001.000 - security agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement"), effective as of May 1, 2005 by Surgical Specialties Corporation, a Delaware corporation with its principal place of business at 100 Dennis Drive, Reading, Pennsylvania 19606, United States of America (the "Grantor"), in favor of SpaMedica International S.R.L., a Barbados corporation with its principal place of business at Medford Complex, Whitehall, St. Michael, Barbados (the "Secured Party").

WHEREAS, the Grantor and Secured Party have entered into a certain Sale and Assignment Agreement, having an effective date of May 1, 2005 (the "Sale Agreement");

WHEREAS, the Grantor is obligated to pay the Secured Party certain amounts under Section 4 of the Sale Agreement and has various other obligations under the Sale Agreement; and

WHEREAS, the Secured Party desires to obtain a security interest in certain collateral described herein to secure all of the Grantor's obligations, now existing or hereafter incurred, arising out of, relating to or connected with the Sale Agreement (the "Obligations"), and the Grantor is willing to grant said security interest.

NOW THEREFORE, consideration of the mutual agreements set forth herein and in the Sale Agreement, the parties hereto agree as follows:

1. As security for the prompt and complete performance of all of the Obligations, Grantor hereby pledges and grants to Secured Party a continuing security interest in all of Grantor's right, title, and interest in and to the following, whether now or hereafter existing or acquired (the "Collateral"), until Grantor has made all payments required under Section 4 of the Sale Agreement: (i) the trademarks listed in Exhibit A attached hereto, all applications therefor, and all registrations and recordings thereof (collectively, the "Marks"); (ii) all extensions or renewals of any of the items described in clause (i); (iii) all of the goodwill of the business of Grantor connected with the use of, and represented and symbolized by the items described in clause (i); (iv) all rights associated with, the foregoing, including any claim by Grantor against third parties for past, present, or future infringement or dilution of any of the Marks or for any injury to the goodwill associated with the use of any of the Marks; and (v) all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above.

2. Grantor shall, upon request by the Secured Party, provide all information required by the Secured Party to perfect this security interest, and Grantor authorizes the Secured Party to file this document and such other instruments, documents or filings as Secured Party deems necessary or appropriate to perfect its security interest.

3. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Secured Party in the Collateral with the United States Patent and Trademark Office and, with respect to any non-U.S. Marks, the trademark offices or other appropriate agencies in the applicable jurisdictions. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured

Party under the Sale Agreement. The Sale Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

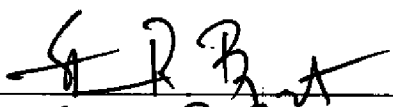
4. Upon the satisfaction in full of the Obligations, the Secured Party shall execute a full release of this Security Agreement in a form agreeable to the parties hereto.

5. In the event that Grantor defaults on any of its Obligations under the Sales Agreement, then the Secured Party shall be entitled to any and all remedies available under the Uniform Commercial Code in force in the State of California as of the date of default to enforce this Security Agreement.

6. This Security Agreement is binding upon and shall endure to the benefit of the parties hereto and their respective successors and permitted assigns.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Sale Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SURGICAL SPECIALTIES CORPORATION

By: 
Name: STEVEN R. BRYANT
Title: SR. VICE PRESIDENT SALES & Mktg.
Dated: FEB. 07, 2006

Acknowledged:

SPAMEDICA INTERNATIONAL S.R.L

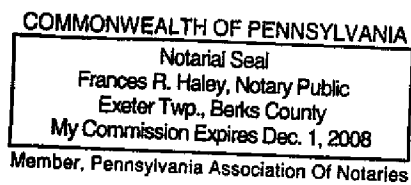
By: _____
Name: _____
Title: _____
Dated: _____

STATE OF Pennsylvania)
) ss
COUNTY OF Berks)

On this 7th day of Feb., 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Frances R. Haley

Notary Public



**EXHIBIT A
TRADEMARKS**

MARK	COUNTRY	STATUS
THREADLIFT (Stylized)	Australia	Pending
THREADLIFT (Stylized)	Canada	Registered
THREADLIFT (Stylized)	China	Pending
THREADLIFT (Stylized)	European Community	Pending
THREADLIFT (Stylized)	Hong Kong	Pending
THREADLIFT (Stylized)	Japan	Pending
THREADLIFT (Stylized)	Korea	Pending
THREADLIFT (Stylized)	United States	Pending

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