

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
Medegen, LLC		04/11/2005	LIMITED LIABILITY COMPANY:
Medegen MMS, Inc.		04/11/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Residential Funding Corporation
Street Address:	2711 Haskell Avenue, Suite 900
City:	Dallas
State/Country:	TEXAS
Postal Code:	75204
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2924094	MEDEGEN
Registration Number:	2520988	DECAP
Serial Number:	76318775	THE LEADER'S CHOICE
Serial Number:	78343771	MAXIMUS MEDICAL PRODUCTS, INC.
Serial Number:	76623032	TRU-SWAB
Registration Number:	2722043	NAC PLUS
Registration Number:	2896887	MAXPLUS
Registration Number:	2660025	NAC
Registration Number:	2611073	KIPPGROUP
Registration Number:	2325300	KIPPMED

CORRESPONDENCE DATA

Fax Number: (214)758-1550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2147581500
Email: estafford@pattonboggs.com
Correspondent Name: Darren W. Collins
Address Line 1: 2001 Ross Avenue, Suite 3000
Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023528.0100
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	10/19/2006

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of April 11, 2005, by each of the parties signatory hereto as "Grantors" (each of the foregoing together with any of their respective successors or permitted assignees, each a "Grantor" and collectively the "Grantors"), in favor of **Residential Funding Corporation**, a Delaware corporation (in such capacity, the "Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among the Grantors and Lender (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed, subject to the terms and conditions set forth therein, to lend to the Grantors certain amounts pursuant to a revolving credit facility and a term credit facility (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantors shall have executed and delivered this IP Security Agreement to Lender;

NOW, THEREFORE, in consideration of the willingness of Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantors' prompt and complete payment and performance of all of the Grantors' Obligations under the Loan Agreement, each Grantor hereby grants Lender, a continuing security interest in all of the right, title and interest of such Grantors in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. Power of Attorney. Each Grantor hereby irrevocably grants to Lender, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Lender's Permitted Discretion to take any action and to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the Permitted Discretion of Lender and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) Upon the occurrence and during the continuation of a Event of Default, to execute, file and pursue (in the Permitted Discretion of Lender and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to maintain, continue or otherwise protect Lender's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the IP Collateral, including, without limitation, any financing statement, any continuation statement or any amendment thereto, without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted, or if such a claim has been asserted, such claim has been satisfied or discharged) secured hereby have been indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

4. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted, or if such a claim has been asserted, such claim has been satisfied or discharged) secured hereby and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination or release, Lender (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors such documents as the Grantors may reasonably request and as are provided to Lender to evidence such termination and the release of the security interest granted hereby.

5. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to comply with Section 6.4 of the Loan Agreement regarding Collateral consisting of Copyrights, Patents and Trademarks.

6. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of the Grantors and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

MEDEGEN, LLC

By: Michael E. Stanley
Name: MICHAEL E. STANLEY
Title: Secretary, Treasurer

MEDEGEN MEDICAL PRODUCTS, LLC

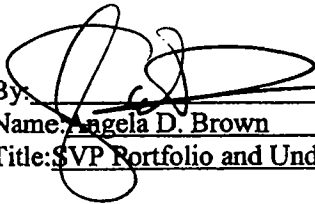
By: Michael E. Stanley
Name: MICHAEL E. STANLEY
Title: Secretary, Treasurer

MEDEGEN MMS, INC.

By: Michael E. Stanley
Name: MICHAEL E. STANLEY
Title: Secretary, Treasurer

LENDER:

RESIDENTIAL FUNDING CORPORATION

By: 
Name: Angela D. Brown
Title: SVP Portfolio and Underwriting Manager

Medegen Intellectual Property Security Agreement

023129.0101:319634

TRADEMARK
REEL: 003411 FRAME: 0956

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

Pending Copyright Applications

SCHEDULE B

PATENT COLLATERAL

Registered Patents

Pending Patent Applications

MEDEGEN MEDICAL PRODUCTS, LLC
PATENT ESTATE - U.S. and Canada
(Medegen Medical Products, LLC - Vollrath Group, Inc. - Premium Plastics, Inc.)

U.S.

Patent No.	Serial No.	Filed	Issued	Type	For	Owner	Country	Status
4,936,448	07/236,028	8/24/88	6/26/90	Utility	Catheter Bowl	Vollrath Group, Inc.	US	Live - no action needed
5,381,562	08/003,965	1/15/93	1/17/95	Utility	Contoured Basin	Vollrath Group, Inc.	US	12 th year MFee due 7/17/06
5,458,252	253,541	6/3/94	10/17/95	Utility	Invertible Pressure-responsive Sealing Cap	Medegen Medical Products, LLC	US	12 th year MFee due 4/17/07
D310,903	162,465	3/1/88	9/25/90	Design	Waste Receptacle	Medegen Medical Products, LLC	US	Live - no action needed
D337,830	694,853	5/2/91	7/27/93	Design	Medical Sharps Tray	Premium Plastics, Inc.	US	Live - no action needed
D405,204	29/080,603	12/11/97	2/02/99	Design	Mobile Work Light	Allyn-Howard Mfg. Co. and American Precision Plastics	US	Live - no action needed
D414,248	29/096,901	11/23/98	9/21/99	Design	Sitz Bath Basin	Medegen Medical Products, LLC	US	Live - no action needed
D430,655	29/113,932	11/15/99	9/5/00	Design	Urinal	Medegen Medical Products, LLC	US	Live - no action needed
				Canada				
92,896	2000-1238	5/12/00	7/20/01	Design	Urinal	Premium Plastics, Inc.	Canada	Renew by 7/20/06
1,325,780	601,937	6/6/89	1/4/94	Utility	Catheter Bowl	Vollrath Group, Inc.	Canada	Live, no action needed

**Medegen MMS, Inc.
U.S. PATENT ESTATE**

Transferred Patents - Kipp Group/Porex

Filed	Serial No.	Issued	Patent No.	Status	Type	Inventor(s) and Assignment Info.	Maintenance Fee & Term Info.	Title	Our Ref.
4/27/95	08/431,073	4/15/97	5,620,427	Issued	Util.	Werschmidt, Feith and Kipp Asn. to Medegen MMS, Inc.	12 th yr - 10/15/08	Luer Lock System	MMS-101
9/7/95	08/525,837	7/21/98	5,782,816	Issued	Util.	Werschmidt, Feith and Kipp Asn. to Medegen MMS, Inc.	8 th yr - 01/21/06 12 th yr - 01/21/10	Bi-directional Valve and Method of Using Same	MMS-102
9/30/96	08/724,180	3/24/98	5,730,418	Issued	Util.	Feith, Ludwig and Truitt Asn. to Medegen MMS, Inc.	8 th yr - 09/24/05 12 th yr - 09/24/09	Minimum Fluid Displacement Medical Connector	MMS-103
4/14/97	08/834,090	11/28/00	6,152,913	Issued	Util.	Feith, Werschmidt and Truitt Asn. to Medegen MMS, Inc.	8 th yr - 05/28/08 12 th yr - 05/28/12	Medical Luer Connector Having Protective Cap with Crush Rib	MMS-101.1
9/17/98	09/154,939	4/2/02	6,364,861	Issued	Util.	Feith, Truitt and Werschmidt Asn. to Medegen MMS, Inc.	4 th yr - 10/02/05 8 th yr - 10/02/09 12 th yr - 10/02/13	Multivalve Injection/Aspiration Manifold	MMS-104
3/17/03	10/390,140	-	-	Pending	Util.	Truitt, Mazza and Feith Asn. to Medegen MMS, Inc.	N/A	Needleless Access Vial	MMS-105
3/31/04	10/816,183	-	-	Pending	Util.	Feith, Truitt and Werschmidt Asn. to Medegen MMS, Inc.	N/A	Multivalve Injection/Aspiration Manifold with Needleless Access Connection (DIV of MMS-104.1)	MMS-104.2
8/9/04	10/914,797	-	-	Pending	Util.	Truitt, Mazza and Colwell Asn. to Medegen MMS, Inc.	N/A	Connector with Check Valve and Method of Use	MMS-106
10/22/04	10/972,312	-	-	Pending	Util.	Truitt and Mazza Asn. to Medegen MMS, Inc.	N/A	Fluid Control Device with Valve and Method of Use	MMS-107

TRADEMARK

Medegen MMS, Inc.
FOREIGN PATENT ESTATE
 Transferred Patents - Kipp Group/Porex

Number	Priority	Type	Status	For	Owner	Country	Our Ref.	Annuity Due
UK 0869826	EPO Pat. 0869826 U.S.P. 5,620,427	Utility	Issued	Luer Lock System	Medegen	United Kingdom	MMS-101 UK	April 26, 2005 (10 th year)
DE 0869826	EPO Pat. 0869826 U.S.P. 5,620,427	Utility	Issued	Luer Lock System	Medegen	Germany	MMS-101 GERMANY	April 26, 2005 (10 th year)
FR 0869826	EPO Pat. 0869826 U.S.P. 5,620,427	Utility	Issued	Luer Lock System	Medegen	France	MMS-101 FRANCE	April 26, 2005 (10 th year)
IT 0869826	EPO Pat. 0869826 U.S.P. 5,620,427	Utility	Issued	Luer Lock System	Medegen	Italy	MMS-101 ITALY	April 26, 2005 (10 th year)
Appln. No. 2,219,211	U.S.P. 5,620,427 PCT/US96/05772	Utility	Pending	Luer Lock System	Medegen	Canada	MMS-101 CANADA	April 26, 2005 (10 th year)

Number	Priority	Type	Status	For	Owner	Country	Our Ref.	Annuity Due
EPO Application No. 99930579.0	U.S.P. 6,364,861 PCT/US99/14172	Utility	Pending	Multivalve Injection/Aspiration Manifold	Medegen	European Patent Office	MMS-104 EPO	June 18, 2005 (7 th year)
Canadian Application No. 2,344,283	U.S.P. 6,364,861 PCT/US99/14172	Utility	Pending	Multivalve Injection/Aspiration Manifold	Medegen	Canada	MMS-104 CANADA	June 18, 2005 (7 th year)

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

Pending Trademark Applications

U.S. Trademark Estate**Medegen Medical Products, LLC**

<u>MARK</u>	<u>REGISTRATION</u>
GENT-L-KARE	0806929
GENT-L-KARE	1429111
IDS	1943246
KONTOUR	2537548
LAB-CHOICE	1415714
LIQUA GUARD	2377581
MED-ASSIST	1418266
PP and Design	1429110
PREMIUM PLASTICS	2206777
ROOM-MATES	1603566
SAFE-CHOICE	1550841
SPECIPORT	2554083
SPONGECHEK	2012403
STEELSEAL	2907085
UROLEX	1418273

Medegen Holdings, LLC

MARK

REGISTRATION

MEDEGEN

2924094

Medegen MMS, Inc.

MARK

**SERIAL/
REGISTRATION No.**

DECAP

2520988

THE LEADER'S CHOICE

76/318775

MAXIMUS MEDICAL PRODUCTS, INC. and Design

78/343771

TRU-SWAB

76/623032

NAC PLUS

2722043

MAXPLUS Stylized

2896887

NAC

2660025

KIPPGROUP

2611073

KIPPMED

2325300

Foreign Trademark Estate

Medegen Holdings, LLC

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION/ APPLICATION No.</u>
Canada	MEDEGEN	Reg. # TMA 615146
EU	MEDEGEN	App. # 003004702
Mexico	MEDEGEN	Reg. # 803826
Mexico	MEDEGEN	App. # 585054

Medegen MMS, Inc.

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION/ APPLICATION No.</u>
Canada	NAC PLUS	Reg. # TMA 607459
Canada	TRU-SWAB	App. # 1249968
EU	THE LEADER'S CHOICE	Reg. # 002636850
EU	NAC PLUS	Reg. # 002224335
EU	KIPPMED & Design	Reg. # 002608073
EU	TRU-SWAB	App. # 004116414

SCHEDULE D

DOMAIN NAMES

Medegen Intellectual Property Security Agreement

023129.0101:319634.04