

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
MedicineLodge, Inc.		01/02/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sankaty Advisors, LLC		
Street Address:	111 Huntington Avenue		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78454374	ZIPKNOT	
Serial Number:	78484106	ORTHOGENIX	
Serial Number:	78748332	PERC PLATE	
CORRESPONDENCE DATA			
Fax Number:	(617)951-7050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-7230		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Yaacov P. Silberman, Esq.		
Address Line 1:	One International Place		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-2624		
ATTORNEY DOCKET NUMBER:	BCCI-091-121		
NAME OF SUBMITTER:	Yaacov P. Silberman, Esq.		

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Signature:

/y silberman/

Date:

01/08/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, is dated as of January [2], 2007, between **MEDICINELODGE, INC.**, a Delaware corporation, **MEDICINELODGE HOLDINGS CORP.**, a Delaware corporation, and any Subsidiary of MedicineLodge, Inc., from time to time a party hereto (collectively referred herein as "Grantors" and each a "Grantor") and **SANKATY ADVISORS, LLC**, in its capacity as collateral agent (the "Agent") for the Purchasers.

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of the date hereof, by and among the Grantors, the persons designated as "Guarantors" on the signature page thereof, the Agent, and the persons signatory thereto as "Purchasers" (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), the Purchasers have agreed to purchase Senior Secured Notes due 2012 (the "Notes");

WHEREAS, Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that each Note Party shall have executed and delivered to Agent, for the benefit of Purchasers, that certain Pledge and Security Agreement dated as of the date herewith (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, Grantors are required to execute and deliver to Agent, for the benefit of Purchasers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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 Note Purchase Agreement or in Annex I thereto and if not defined therein, in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, on behalf of Purchasers, a continuing security interest (superior and prior to the rights of all other Persons) in all of such 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 the rights under any written agreement now owned or hereafter acquired by it granting any right to use any Trademark

(the "Trademark Licenses") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions 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 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of Purchasers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. The terms and provisions of the Security Agreement are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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.

MEDICINELODGE, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

MEDICINELODGE HOLDINGS CORP., a Delaware corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTORS

STATE OF New York

COUNTY OF New York) ss.

On this 2nd day of January, 2007, before me personally appeared Anton Davendorf, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MedicineLodge, Inc. and MedicineLodge Holdings Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by each corporation's Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.

HALETA R. HAMMONS
{seal}

HALETA R. HAMMONS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HA6150754
Qualified in New York County
My Commission Expires August 07, 2010

Acknowledgement – Trademark Security Agreement

TRADEMARK
REEL: 003456 FRAME: 0757

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.

MEDICINELODGE, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

MEDICINELODGE HOLDINGS CORP., a Delaware corporation

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
SANKATY ADVISORS, LLC,
as Agent

By: *S. E. Davies*

Name: Stuart Davies

Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003456 FRAME: 0758

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

Docket Number	Title	Country	Application Number	Registration Number	Registration Date	Current Owner
MLI- TM1	ZIPKNOT	USA	78/454,374			MedicineLodge, Inc.
MLI- TM2	ORTHOGENIX	USA	78/484,106			MedicineLodge, Inc.
MLI- TM3	PERC PLATE	USA	78/748,332			MedicineLodge, Inc.

Error! No

RECORDED: 01/08/2007

**TRADEMARK
REEL: 003456 FRAME: 0759**