

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDC Acquisition Co.		01/11/2007	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as collateral agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Swiss banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1068846	D.A.G.	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038266-0065 UBS/MDC 2ND		
NAME OF SUBMITTER:	Patricia A. Conner		
Signature:	/Patricia A. Conner/		
Date:	01/12/2007		

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**Total Attachments: 7**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of January 11, 2007 (this "**Agreement**"), among RGH ENTERPRISES, INC., an Ohio corporation ("**RGH**"), MDC ACQUISITION CO., an Ohio corporation ("**MDC**" and, together with RGH, the "**Grantors**") and UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Second Lien Guarantee and Collateral Agreement dated as of January 11, 2007 (as amended, restated, supplemented or otherwise modified, the "**Guarantee and Collateral Agreement**"), among Harrington Acquisition Sub, Inc., a Delaware corporation to be renamed Harrington Holdings, Inc. (the "**Borrower**"), Harrington Acquisition Corp., a Delaware corporation ("**Holdings**"), the Domestic Subsidiaries of Holdings from time to time party thereto and UBS AG, Stamford Branch, as Collateral Agent, and (b) the Second Lien Credit Agreement dated as of January 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**Lenders**"), UBS AG, Stamford Branch, as administrative agent and Collateral Agent, UBS Securities LLC, as joint lead arranger, National City Bank, as joint lead arranger and as syndication agent, and Fifth Third Bank, as documentation agent. The Lenders have agreed to make loans to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to make such loans are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof,

including those listed on Schedule I, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing, the "Trademark Collateral" shall not include any of the items described in clauses (a), (b) and (c) above arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, notwithstanding applicable anti-assignment provisions under the New York UCC.


SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. *INTERCREDITOR AGREEMENT.* REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF JANUARY 11, 2007 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG THE BORROWER, HOLDINGS, THE DOMESTIC SUBSIDIARIES OF HOLDINGS PARTY THERETO, UBS AG, STAMFORD BRANCH, AS FIRST LIEN COLLATERAL AGENT (AS DEFINED THEREIN), AND UBS AG, STAMFORD BRANCH, AS SECOND LIEN COLLATERAL AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THE PROVISIONS OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**RGH ENTERPRISES, INC.  
MDC ACQUISITION CO.**

By:   
Name: Eion Hu  
Title: Vice President

*(Second Lien Trademark Security Agreement)*

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Accepted and Agreed:

**UBS AG, STAMFORD BRANCH,**  
as Collateral Agent

By:  \_\_\_\_\_

Name: Richard L. Tavrow

Title: Director

By:  \_\_\_\_\_

Name: Irja R. Otsa

Title: Associate Director

*(Second Lien Trademark Security Agreement)*

## Schedule I

Company	Trademark	Status	App. No.	Reg. No.	Country Name	Class	App. Date	Reg. Date
RGH Enterprises, Inc.	BODY SPORT	Registered	75-391,240	2265654	U.S.	10 Int.	17-Nov-1997	27-Jul-1999
	BODY SPORT (logo)	Registered	78-774,870	3186476	U.S.	10 & 28 Int.	16-Dec-2005	19-Dec-2006
	EDGE PARK	Registered	74-323,090	1775606	U.S.	42 Int.	19-Oct-1992	8-Jun-1993
	EDGE PARK (logo)	Registered	76-195,269	2745852	U.S.	35 Int.	18-Jan-2001	5-Aug-2003
	EDGE PARK SURGICAL	Registered	76-431,189	2711278	U.S.	35 Int.	16-Jul-2002	29-Apr-2003
	IM (logo)	Registered	76-195,199	2522311	U.S.	35 Int.	17-Jan-2001	25-Dec-2001
	INDEPENDENCE	Registered	76-184,327	2522296	U.S.	35 Int.	21-Dec-2000	25-Dec-2001
	INDEPENDENCE MEDICAL	Registered	76-185,618	2546761	U.S.	35 Int.	22-Dec-2000	12-Mar-2002

Company	Trademark	Status	App. No.	Reg. No.	Country Name	Class	App. Date	Reg. Date
	INDEPENDENCE MEDICAL MFG.	Registered	74-684,673	2068387	U.S.	42 Int.	5-Jun-1995	10-Jun-1997
	MEYER DISTRIBUTING COMPANY	Registered	76-176,077	2552263	U.S.	35 Int.	6-Dec-2000	26-Mar-2002
	MEYER DISTRIBUTING COMPANY (logo)	Registered	76-340,866	2628172	U.S.	35 Int.	21-Nov-2001	1-Oct-2002
	MEYER DISTRIBUTING COMPANY (logo)	Registered	78-510,652	3065454	U.S.	35 Int.	3-Nov-2004	7-Mar-2006
	MILLIKEN MEDICAL	Registered	76-457,671	2803821	U.S.	35 Int.	3-Oct-2002	6-Jan-2004
	MILLIKEN MEDICAL (logo)	Registered	78-510,682	3070490	U.S.	35 Int.	3-Nov-2004	21-Mar-2006
	RELIAMED	Registered	78-581,575	3176139	U.S.	5 Int.	7-Mar-2005	28-Nov-2006
	RELIAMED (logo)	Pending	78-581,591	N/A	U.S.	5 & 10 Int.	7-Mar-2005	N/A



Company	Trademark	Status	App. No.	Reg. No.	Country Name	Class	App. Date	Reg. Date
MDC Acquisition Co.	D.A.G.	Registered	73-106,673	1068846	U.S.	3 Int.	15-Nov-1976	5-Jul-1977

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RECORDED: 01/12/2007