

02-07-2007

RE



103370877

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

18-6e-1

1. Name of conveying party(ies):

Humanicare International, Inc.

- Individual(s)
- General Partnership
- Corporation- State: New Jersey
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached?  Yes  No

Name: Webster Bank, National Association  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 80 Elm Street  
City: New Haven  
State: Connecticut  
Country: U.S.A. Zip: 06510

- Association Citizenship U.S.A.
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship: \_\_\_\_\_
- Corporation Citizenship: \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance/ Execution Date(s):

Execution Date(s) January 18, 2007

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
(see attached)

B. Trademark Registration No.(s)  
(see attached)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Webster Bank, National Association  
Internal Address: \_\_\_\_\_  
Street Address: 80 Elm Street  
City New Haven  
State: Connecticut Zip: 06510  
Phone Number: (203) 782-4510  
Fax Number: (203) 782-4577  
Email Address: bkeegan@websterbank.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 355.92

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Refund Ref: John J. Alissi, Esq.  
(2/07/2007) XXXXXXXXXXXXXXXXXXXX

Total number of pages including cover sheet, attachments, and document

CHECK RETURN TO: Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alex

00000001 2997400  
40.00 DP  
275.00 DP  
02/07/2007 NJRMA1  
01 FC:8521  
02 FC:8542

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKSAND COLLECTIVE MEMBERSHIP MARKSREGISTRATIONS

Trademark	Matter No.	Country	Status	Registration Number	Date Registered
SPARTAN	1659-528	USA	Registered	2,997,400	9/20/06
ALL-DRY	1659-525US	USA	Registered	2,860,901	7/6/04
DIGNITY	1659-527	USA	Registered	2,140,842	3/3/98
BRIEF-MATES	1659-505	USA	Registered	1,445,923	7/7/87
FREE & ACTIVE	165-507	USA	Registered	1,428,088	2/10/87
Triangular lace design	1659-511	USA	Registered	1,710,876	8/25/92
Triangular-like border design	1659-512US	USA	Registered	1,853,449	9/13/94
DIGNITY LITES STACKABLES	1659-518	USA	Registered	2,118,474	12/2/97
THINSERTS	1659-519	USA	Registered	2,104,313	10/7/97
DIGNITY	1659-521	USA	Registered	2,912,466	12/21/04
DERMATEAM	1659-523	USA	Registered	2485601	9/4/01
JUST FOR YOU	1659-524	USA	Registered	2,456,212	5/29/01

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS

None.

FOREIGN ISSUED MARKS

Trademark	Matter No.	Country	Status	Registration Number	Date Registered
DIGNITY	1659-504AU	Australia	Registered	453,782	11/6/85

FOREIGN APPLICATIONS

Trademark	Matter No.	Country	Status	Registration Number	Date Registered
DIGNITY	1659-504BB	Barbados	Pending		

UNREGISTERED MARKS

None.

# PATENT AND TRADEMARK SECURITY AGREEMENT

## THE PURPOSE OF THIS AGREEMENT IS TO CREATE A SECURITY INTEREST

AGREEMENT dated as of January 18, 2007 between HUMANICARE INTERNATIONAL, INC. a New Jersey corporation with its principal place of business located at 9 Elkins Road, East Brunswick, New Jersey 08816 (the "Company") and WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association, with an office and place of business located at 80 Elm Street, New Haven, Connecticut 06510 (the "Lender").

**BACKGROUND.** Pursuant to the terms and provisions of a certain Amended and Restated Revolving Credit and Term Loan Agreement executed by and between the Company, Whitestone Acquisition Corp. and the Lender dated as of January 18, 2007 (the "Credit Agreement") and documentation related thereto which evidences and/or secures the Obligations thereunder and/or governs the Credit Agreement (collectively, along with the Credit Agreement, the "Financing Agreements"), the Lender has agreed to extend credit (the "Loan") to the Company and Whitestone Acquisition Corp. (collectively, the "Borrower"). Part of the inducement for Lender to extend the Loan to the Borrower is the execution by the Company of this Agreement. Payment of the Loan and the payment or performance of any other obligations (other than contingent indemnification obligations) of the Company to the Lender pursuant to the Financing Agreements or any other obligations from the Company to Lender whether now existing or hereafter arising (collectively, the "Obligations"), are to be secured by, among other things, the security interests created hereby.

NOW THEREFORE, in consideration of the premises, and as an inducement to the Lender to enter into the Financing Agreements and to extend the Loan contemplated hereby, the Company hereby agrees with the Lender as follows:

1. **Grant of Security Interest.** In order to secure payment of the Loan and any other Obligations, the Company hereby pledges, assigns and grants to the Lender a continuing security interest in and lien on all of the Company's: (i) patents, patent applications and patentable inventions, and the United States and foreign country registrations therefor (including but not limited to, those listed in Schedule A attached hereto and made a part hereof) ("Patents");(ii) trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation, the trademarks listed on Schedule B (collectively, with the Patents, the "Collateral"); (iii) common law rights to any of the Collateral; (iv) right to sue in Lender's own name or joined with the Company, for past, present or future infringements thereof; (v) any continuations, divisions, substitutes, reissues, renewals and/or extensions thereof; (vi) rights corresponding to any of the foregoing throughout the world, all whether now existing or hereafter arising; (vii) all rights to income, royalties, profits, awards, damages, or other rights relating to the Collateral; and (viii) proceeds of any of the foregoing. Without limiting the generality of the foregoing, the Company hereby further grants, assigns and conveys to Lender an exclusive license under and to the Collateral for the purpose of enforcing all of Lender's rights and remedies under this document and the Financing Agreements. Any right to sue shall be discretionary and not an obligation of Lender.

2. Covenants and Warranties of the Company. The Company covenants and warrants that, except as set forth and/or permitted under the Credit Agreement:

(a) The Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) The Company is not a party to any license of any Collateral as licensor or as a licensee under any license agreements material to its business;

(c) To the best of the Company's knowledge, each of the Collateral is valid and enforceable;

(d) To the best of the Company's knowledge, no claim has been asserted by any third party that any of the Collateral is invalid or unenforceable;

(e) To the best of the Company's knowledge, no claim has been made that the practice of any of the Collateral does or may violate the rights of any third person in any material respects;

(f) Except for the security interest and conditional assignment created by this Agreement, the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Collateral, free and clear of any liens, security interests, or infringements of any nature whatsoever. No effective assignment or financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office; except such as may have been filed in favor of the Lender relating to this Agreement or for which duly executed termination statements have been recorded or delivered to the Lender; and

(g) the Company has the unqualified right to enter into this Agreement and perform its terms.

The Company agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with the Company's obligations, duties and liabilities under this Agreement.

The Company further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by the Lender:

(h) To take all actions necessary to properly maintain and renew all Collateral that is material to the business of the Company which are or may become subject hereto for the full term or terms allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said Collateral which may be necessary or appropriate under applicable law;

(i) To file new applications to register and protect under applicable law all patentable inventions or trademarks acquired by the Company and that are material to the business of the Company but for which applications have not previously been filed or to take all other actions necessary to cause the Collateral to be issued as a result of said applications; and

(j) To protect such Collateral from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Collateral from claims of infringement, unfair competition or damage including the defense or any legal actions making such claims.

3. Additional Collateral. If, before the Obligations shall have been satisfied in full, the Company shall obtain rights to any new Collateral or become entitled to the benefit of any Collateral application or any reissue, renewal and extension of any Collateral, the Company shall give to the Lender prompt notice thereof in writing and the provisions of Paragraph 1 shall apply thereto.

4. Modifications. The Company authorizes Lender to modify this Agreement by amending Schedules A and B to include any renewals, extensions or additions to any Collateral utilized by the Company or applied for or obtained hereafter and any renewals, extensions, or additions thereto and any improvements thereon.

5. No Other Liens. The Company shall not permit or suffer to exist any lien or security interest upon the Collateral, other than Permitted Liens (as defined in the Credit Agreement).

6. Events of Default. For the purpose of this Agreement, an event of default shall mean a Default or Event of Default as set forth in the Credit Agreement which definitions are incorporated herein by reference.

7. Remedies. In case any one or more Events of Default shall have occurred, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the Financing Agreements, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located.

8. Additional Rights of Lender. After the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce its rights in the Collateral and any license thereunder, in which event the Company shall at the request of Lender do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and the Company shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section.

9. No Waiver. No failure on the part of Lender to exercise, and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Lender of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby

granted to Lender or allowed it by law or other agreement, shall be cumulative and not exclusive the one of any other, and may be exercised by Lender from time-to-time.

10. Further Assurances; Filing. The Company agrees to execute and deliver to Lender, Uniform Commercial Code financing statements and such other documents, instruments, supplemental security agreements and chattel mortgages as Lender may deem necessary, proper or desirable in obtaining the benefits of this Agreement, and the Company hereby authorizes Lender to effect any filing or recording of any such financing statement or statements relating to the Collateral or amendments thereto without the signature of the Company where lawful, and hereby appoints Lender as its attorney-in-fact to execute any such financing or other statement or statements in the name of the Company, and to perform all other acts which Lender deems appropriate to perfect and continue the security interests in, and to protect and preserve, the Collateral. The Company further agrees to assign to Lender its rights in or under any financing statements relating to the Collateral and filed in favor of the Company.

11. Expenses. The Company agrees that all reasonable and documented costs and expenses (including reasonable and documented attorneys' fees and expenses for legal services) of, or incidental to, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, custody, care, management, sale or collection of, or realization upon, any of the Collateral or in any way relating to the enforcement or protection of the rights of Lender, or in defending or prosecuting any actions or proceedings arising or related to the Collateral, shall all be borne and paid by the Company on demand by Lender and until paid shall become part of the Obligations secured hereby. Lender may at any time apply to the payment of all such costs and expenses all moneys of the Company or other proceeds arising from the possession or disposition of all or any portion of the Collateral.

12. Notices. All notices, requests, approvals, demands and other communications given or made in connection with the terms and provisions of this Agreement shall be deemed to have been given or made when sent by registered mail, in accordance with the provisions of the Credit Agreement.

13. Successors. All the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

14. Termination. Upon the payment in full of all amounts due under the Loan and payment and performance of all other Obligations of the Company to Lender, this Agreement shall automatically terminate and Lender shall execute and deliver to the Company, at the Company's sole cost and expense, any deeds, assignments, financing statements or other instruments as may be reasonably necessary to revest in the Company full title to the Collateral.

15. Remedies Cumulative. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Waivers. THE COMPANY HEREBY: (A) WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF LENDER'S RIGHTS AND REMEDIES, INCLUDING WITHOUT LIMITATION, TORT CLAIMS; AND (B) ACKNOWLEDGES THAT THE LOAN SECURED HEREBY IS A COMMERCIAL TRANSACTION AND WAIVES ITS RIGHTS UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW TO (I) NOTICE AND PRIOR COURT HEARING OR COURT ORDER IN CONNECTION WITH ANY AND ALL PREJUDGMENT REMEDIES TO WHICH THE LENDER MAY BECOME ENTITLED BY VIRTUE OF ANY DEFAULT OR PROVISION OF THIS AGREEMENT, AND (II) REQUEST THAT THE LENDER POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT SAID COMPANY AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY THE LENDER BY VIRTUE OF ANY DEFAULT OR PROVISION OF THIS AGREEMENT, AND FURTHER, WAIVES DILIGENCE, DEMAND, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, OR OTHER ACTION TAKEN IN RELIANCE HEREON AND ALL OTHER DEMANDS AND NOTICES OR ANY DESCRIPTION IN CONNECTION WITH THIS AGREEMENT, AND ALL RIGHTS UNDER ANY STATUTE OF LIMITATIONS. THE COMPANY ACKNOWLEDGES THAT IT MAKES THE FOREGOING WAIVERS KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THE FOREGOING WAIVERS WITH ITS ATTORNEYS. THE COMPANY FURTHER ACKNOWLEDGES THAT NO PARTY TO THIS AGREEMENT HAS AGREED WITH OR REPRESENTED TO THE COMPANY OR ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

18. Governing Law, Jurisdiction, Venue and Service. The validity and interpretation of this Agreement and the rights and obligations of parties under this Agreement and the Financing Agreements shall be governed by and construed in accordance with the law of the State of Connecticut (but not its conflicts of law provisions). The Company agrees the Superior Court of the Judicial District of Hartford, Connecticut or the United States District Court the District of Connecticut at Hartford shall have jurisdiction to hear and determine any claims or disputes pertain to the financing transaction of which this Agreement is a part and/or the Financing Agreement or to any matter arising or in any way related to this Agreement and/or any of the Financing Agreement, and expressly submits and consents in advance to such jurisdiction and venue in any action or proceeding.

19. Modification. This Security Agreement is subject to modification only by a writing signed by the parties.


20. Counterparts. This Security Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile copies of signatures shall be deemed originals.

[Signature Page Follows]

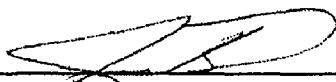


IN WITNESS WHEREOF, the parties have caused these presents to be executed and their respective seals hereunder affixed as of the day and year first above written.

WEBSTER BANK, NATIONAL ASSOCIATION

By:   
Name: Barbara A. Keegan  
Title: Senior Vice President  
Duly Authorized

HUMANICARE INTERNATIONAL, INC.

By:   
Name: JAMES BETTEL  
Title: PRESIDENT  
Duly Authorized



Schedule A

UNITED STATES ISSUED PATENTS

Docket No.	Title	Serial No.	Filing Date	Patent No.	Grant Date
1659-111	Panel and Insert for Incontinence Garments	07/786,404	11/1/91	D348102	06/21/94
1659-113	Incontinence Pad	29/856,336	3/23/92	D347893	6/14/94
1359-114	Incontinence Pad	29/856,335	3/23/92	D347892	6/14/94
1659-117	Incontinence Garment in the Form of Boxer Shorts	08/668,903	6/21/96	5,669,902	9/23/97
1659-118	Incontinence Boxer Shorts with Internal Pouch for Absorbent Pad	29/079,617	12/8/97	D417,940	12/28/99

APPLICATIONS

Docket No.	Title	Serial No.	Filing Date	Patent No.	Grant Date
1659-122	Men's Reuseable Underwear with Built-in Absorbent Pads	11/078,556	03/10/05		Pending --  Publication Number: 20060206085  Publication Date: 09/14/06

FOREIGN ISSUED PATENTS

Docket No.	Title	Serial No.	Filing Date	Patent No.	Grant Date
1659-118-CANADA	Incontinence Boxer Shorts with Internal Pouch for Absorbent Pad	1998-0632	3/16/98	87594	3/24/04