

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Triline Medical, LLC		12/28/2006	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.
<b>Street Address:</b>	222 LaSalle Street
<b>Internal Address:</b>	16th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2278167	TURN CAIR
Registration Number:	2414692	PREVENTION TO INTERVENTION
Registration Number:	2379765	FLAPCAIR
Registration Number:	2404028	CAIR1000
Registration Number:	3142149	AIRRAILS
Serial Number:	78737461	WOUNDLINK
Serial Number:	78737492	WOUNDLINK
Serial Number:	78737551	TXCAIR
Serial Number:	78737566	PREVAMATT
Serial Number:	78737576	ARISE
Serial Number:	78737517	PROCAIR
Serial Number:	78737584	TXSEAT
Serial Number:	78737607	TRILINE

**CH \$340.00 2278167**

**CORRESPONDENCE DATA**

Fax Number: (212)355-3333  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-813-8800  
Email: dbreitman@goodwinprocter.com  
Correspondent Name: Dana Breitman  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Goodwin Procter LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	121155169313
NAME OF SUBMITTER:	Dana Breitman
Signature:	/danabreitman/
Date:	04/03/2007

**Total Attachments: 6**  
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 28 day of December, 2006 by TRILINE MEDICAL, LLC, a California limited liability company ("Grantor") in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent (in such capacity, "Grantee") for the Lenders party to the Credit Agreement (defined below):

### W I T N E S S E T H

WHEREAS, Grantor, certain of its Affiliates, and Grantee are parties to that certain Second Lien Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and certain of its Affiliates by Lenders;

WHEREAS, pursuant to the terms of that certain Second Lien Security Agreement of even date herewith between Grantor, certain of its Affiliates and Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement, which definition includes all associated goodwill);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

### GRANT OF SECURITY

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the Trademarks (including, without limitation, those items listed on Schedule 1 annexed hereto).

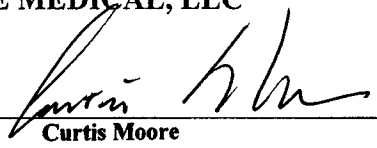
3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TRILINE MEDICAL, LLC

By:   
Name: Curtis Moore  
Title: Assistant Secretary

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL,  
a division of Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent

By:   
Name: Marc Preiser  
Title: Vice President

**TRADEMARK**  
**REEL: 003513 FRAME: 0783**

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Registration No.</u>
TURN CAIR PREVENTION TO INTERVENTION	2,278,167 2,414,692
FLAPCAIR CAIR 1000 AIRRAILS	2,379,765 2,404,028 3,142,149

**U.S. TRADEMARK APPLICATIONS**

<u>Trademark Application</u>	<u>Serial No.</u>
WOUNDLINK WOUNDLINK & LOGO TXCAIR PREVAMATT ARISE PROCAIR TXSEAT TRILINE & DESIGN	78/737,461 78/737,492 78/737,551 78/737,566 78/737,576 78/737,517 78/737,584 78/737,607