

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Hygenic Corporation		04/20/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	500 West Monroe
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	2467659	THERA-BAND
Registration Number:	2364354	AQUAFINS
Registration Number:	2037965	
Registration Number:	2037964	
Registration Number:	2037966	
Registration Number:	1379345	DYNA-BAND
Registration Number:	2972007	FIRST STEP TO ACTIVE HEALTH
Registration Number:	2928215	FIRST STEP TO ACTIVE HEALTH
Registration Number:	2550917	FLEXBAR
Registration Number:	2120982	H HYGENIC
Registration Number:	1380599	H HYGENIC
Registration Number:	1241177	H HYGENIC
Registration Number:	1269061	H HYGENIC
Registration Number:	2262494	H HYGENIC

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Registration Number:	3069817	HYGENIC
Registration Number:	2818889	HYPERFORM
Registration Number:	2308554	HYSYNAL
Registration Number:	2144993	HYTONE
Registration Number:	1541408	
Registration Number:	1011451	PARABATH
Registration Number:	2599090	SDS
Registration Number:	1895004	THERA-BAND
Registration Number:	2295811	THERA-BAND
Registration Number:	1542392	THERA-BAND
Registration Number:	3024914	THERA-BAND
Registration Number:	1063239	THERA-BAND
Registration Number:	1966739	H HYGENIC

**CORRESPONDENCE DATA**

Fax Number: (312)577-4565  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-577-8034  
Email: oscar.ruiz@kattenlaw.com  
Correspondent Name: Oscar Ruiz  
Address Line 1: 525 West Monroe  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00246
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	04/27/2007

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 20, 2007, is made by The Hygenic Corporation, a Delaware corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 20, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each other Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

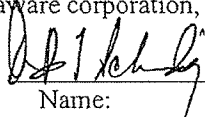
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

THE HYGENIC CORPORATION, a  
Delaware corporation, as Grantor

By:  \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the 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.

Very truly yours,

THE HYGENIC CORPORATION, a  
Delaware corporation, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: Mary F. Gaede  
Name: **Mary F. Gaede**  
Title: **Duly Authorized Signatory**

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003530 FRAME: 0781**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
THERA-BAND AND DESIGN (B&W)	Registered	76043561	08-May-00	2467659	10-Jul-01
AQUAFINS	Registered	75712381	24-May-99	2364354	04-Jul-00
COLOR GREEN	Registered	74591344	27-Oct-94	2037965	11-Feb-97
COLOR PINK	Registered	74591343	27-Oct-94	2037964	11-Feb-97
COLOR PURPLE	Registered	74591577	27-Oct-94	2037966	11-Feb-97
DYNA-BAND	Renewed	73548554	17-Jul-85	1379345	21-Jan-86
FIRST STEP TO ACTIVE HEALTH	Registered	76526299	27-Jun-03	2972007	19-Jul-05
FIRST STEP TO ACTIVE HEALTH	Registered	76526336	27-Jun-03	2928215	22-Feb-05
FLEXBAR	Registered	75942466	13-Mar-00	2550917	19-Mar-02
H HYGENIC AND DESIGN	Registered	75109559	22-May-96	2120982	16-Dec-97
H HYGENIC AND DESIGN	Registered	73548499	17-Jul-85	1380599	28-Jan-86
H HYGENIC AND DESIGN	Renewed	73348731	04-Feb-82	1241177	07-Jun-83
H HYGENIC AND DESIGN	Registered	73404347	01-Dec-82	1269061	06-Mar-84
H HYGENIC AND DESIGN	Registered	75419864	20-Jan-98	2262494	20-Jul-99
HYGENIC	Registered	76608566	20-Aug-04	3069817	21-Mar-06
HYPERFORM	Registered	76427046	02-Jul-02	2818889	02-Mar-04

Mark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
HYSYNAL	Registered	75463681	07-Apr-98	2308554	18-Jan-00
HYTONE	Registered	74714927	14-Aug-95	2144993	17-Mar-98
Miscellaneous Design (multi-colored bars)	Registered	73760623	31-Oct-88	1541408	30-May-89
PARABATH	Renewed	73013181	11-Feb-74	1011451	27-May-75
SDS	Registered	76152300	23-Oct-00	2599090	23-Jul-02
THERA-BAND	Registered	74493865	24-Feb-94	1895004	23-May-95
THERA-BAND	Registered	75556542	18-Sep-98	2295811	30-Nov-99
THERA-BAND AND DESIGN	Registered	73760624	31-Oct-88	1542392	06-Jun-89
THERA-BAND AND DESIGN (COLOR)	Registered	76045653	11-May-00	3024914	13-Dec-05
THERA-BAND	Renewed	73100524	20-Sep-76	1063239	12-Apr-77
H HYGENIC AND DESIGN	Registered	74660426	13-Apr-95	1966739	09-Apr-96

#### IP LICENSES

1. ABCO Dealers Trademark License dated March 3, 1993