

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
BIOSAFE MEDICAL TECHNOLOGIES, INC.		05/18/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	HILCO FINANCIAL, LLC
Street Address:	5 REVERE DRIVE
Internal Address:	SUITE 430
City:	NORTHBROOK
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2558607	THE WORLD'S WINDOW TO HEALTH
Registration Number:	2588183	GREAT AMERICAN CHOLESTEROL CHALLENGE
Registration Number:	2588178	GREAT AMERICAN CHOLESTEROL CHALLENGE
Registration Number:	2380552	BIOSAFE
Registration Number:	2865454	HAPPY CAMPER
Registration Number:	2422632	BIOSAFE
Registration Number:	2363957	BIOSAFE HEALTHCARE CLINICS

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312)577-8416
 Email: carole.dobbins@kattenlaw.com
 Correspondent Name: Carole Dobbins c/o Katten Muchin

CH \$190.00 2558607

Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	334895-00014
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	06/05/2007

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 18, 2007, made by BIOSAFE MEDICAL TECHNOLOGIES, INC., an Illinois corporation ("Grantor"), in favor of HILCO FINANCIAL, LLC, a Delaware limited liability company ("Lender").

WITNESSETH:

WHEREAS, Grantor owns certain Trademarks (as such term is defined in the Security Agreement referred to here below), Trademark registrations, and Trademark applications; and

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (such Credit Agreement, as it may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "Credit Agreement"), by and among Grantor, certain of Grantor's affiliates and Lender, Lender has agreed to make certain loans and other extensions of credit to or for the account of Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the terms of that General Security Agreement of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), between Grantor, certain of Grantor's affiliates and Lender, Grantor has granted to Lender a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the prompt and complete payment, performance and observance of the "Secured Obligations" (as defined in the Security Agreement); and

WHEREAS, Lender has required, as a condition, among others, to the making of any loans or other extensions of credit under the Credit Agreement, that Grantor execute and deliver this Agreement in favor of Lender;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious names, trade dress, trade styles, logos and other designs or sources of business identifiers or other indicia of trade origin, whether the foregoing are registered or unregistered; (ii) all trademark and service mark registrations and applications for trademark or service mark registrations (including, without limitation, each registration and application set forth on Schedule 1 annexed hereto); (iii) any and all

extensions and renewals of or with respect to any of the foregoing; (iv) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof; (v) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses (including, without limitation, each license set forth on Schedule 1 annexed hereto) entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof); and (vi) all rights of such Grantor corresponding thereto throughout the world and all other rights of such Grantor of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world; and


(b) all proceeds of all of the foregoing.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and is not intended to increase the rights of Lender or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*- Remainder of Page Intentionally Left Blank -
Signature Page Follows*

IN WITNESS WHEREOF, 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.

BIOSAFE MEDICAL TECHNOLOGIES, INC.,
an Illinois corporation

By: 
Name: Henry Wanner
Title: Chief Executive Officer

ACCEPTED AND AGREED TO AS OF
MAY __, 2007

HILCO FINANCIAL, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF MAY 18, 2007**

TRADEMARKS AND SERVICE MARKS

Mark	Serial No.	Registration No.
The World's Window to Health	76244588	2558607
Great American Cholesterol Challenge	76282477	2588183
Great American Cholesterol Challenge	76280955	2588178
BioSafe	75592505	2380552
Happy Camper	76344124	2865454
BioSafe	75592503	2422632
BioSafe Healthcare Clinics	75592801	2363957

TRADEMARK AND SERVICE MARK APPLICATIONS

None.

LICENSE AGREEMENTS

None.