

**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>
SIMPLEX DIABETIC SUPPLY, INC.		09/13/2007	CORPORATION:
DIABETES CARE CLUB, LLC		09/13/2007	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRIPLEPOINT CAPITAL LLC		
<b>Street Address:</b>	2420 Sand Hill Road		
<b>Internal Address:</b>	Suite 101		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77164937	SIMPLEX DIABETIC SUPPLY	
<b>Serial Number:</b>	77082952	DIABETES CARE CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-833-2055		
<b>Email:</b>	susan.pingue@dlapiper.com		
<b>Correspondent Name:</b>	Timothy W. Lohse		
<b>Address Line 1:</b>	DLA Piper US LLP		
<b>Address Line 2:</b>	2000 University Avenue		
<b>Address Line 4:</b>	East Palo Alto, CALIFORNIA 94303		
<b>ATTORNEY DOCKET NUMBER:</b>	361496-32		

CH \$65.00 77164937

NAME OF SUBMITTER:	Timothy W. Lohse
Signature:	/Timothy W. Lohse/
Date:	10/04/2007
<b>Total Attachments: 7</b> source=SimplexSecurityAgr#page1.tif source=SimplexSecurityAgr#page2.tif source=SimplexSecurityAgr#page3.tif source=SimplexSecurityAgr#page4.tif source=SimplexSecurityAgr#page5.tif source=SimplexSecurityAgr#page6.tif source=SimplexSecurityAgr#page7.tif	



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is dated as of September 13, 2007, by and among SIMPLEX DIABETIC SUPPLY, INC., a Tennessee corporation ("Holdings"), DIABETES CARE CLUB, LLC, a Tennessee limited liability company ("DCC; DCC and Holdings being collectively referred to as "Grantors" and each a "Grantor"), and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company ("Lender").

Grantors, the other Loan Parties party thereto and Lender have entered into a Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied herein as defined or established therein. Pursuant to the Loan Agreement, each Grantor has granted to Lender a lien upon and a security interest in all the present and future rights, title, and interest that such Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantors and Lender hereby agree as follows:

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### 1. GRANT OF SECURITY INTEREST

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Each Grantor hereby grants to Lender a lien upon and continuing security interest in all of such Grantor's right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Each Grantor hereby represents and warrants to Lender that **Schedules A, B and C** attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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### 2. LOAN AGREEMENT

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This security interest is granted to secure the Obligations under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

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**3. LENDER'S RIGHT TO SUE**

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From and after an Event of Default, subject to the terms of the Loan Agreement, Lender shall have the right, but shall in no way be obligated, to bring suit in Lender's own name to enforce any Grantor's rights in the Intellectual Property Collateral. If Lender commences any such suit, such Grantor shall, at Lender's request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Lender in such enforcement. Such Grantor shall promptly, upon demand, reimburse and indemnify Lender for all of Lender's costs and expenses, including reasonable attorneys' fees, related to Lender's exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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Each Grantor shall from time to time execute, deliver and file, alone or with Lender, any security agreements or other documents, to perfect and give priority to Lender's lien on the Intellectual Property Collateral. Each Grantor shall from time to time obtain any instruments or documents as Lender may request, and take all further action that may be reasonably necessary or desirable, or that Lender may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Lender.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by Lender and Grantors. Notwithstanding the foregoing however, each Grantor hereby irrevocably appoints Lender (and any of Lender's designated officers, agents or employees) as such Grantor's true and lawful attorney to modify, in Lender's sole discretion, this Agreement without first obtaining such Grantor's approval of or signature to such modification by amending **Schedules A, B and C** to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by such Grantor before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which such Grantor no longer has or claims to have any right, title or interest. The appointment of Lender as such Grantor's attorney in fact, and each and every one of Lender's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Lenders' obligation to provide credit extensions to Grantors is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon each Grantor and such Grantor's respective successors and assigns, and shall inure to the benefit of Lender, and each of Lender's nominees and assigns.

Lender's rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Lender's rights, powers and remedies provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.


This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*(Signature Page Follows)*


IN WITNESS WHEREOF, Grantors and Lender have duly executed this Agreement as of the date first set forth above.

**"Grantors"**

SIMPLEX DIABETIC SUPPLY, INC.

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

DIABETES CARE CLUB, LLC

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

**"Lender"**

TRIPLEPOINT CAPITAL LLC

By: \_\_\_\_\_  
Sajal Srivastava  
Chief Operating Officer

IN WITNESS WHEREOF, Grantors and Lender have duly executed this Agreement as of the date first set forth above.

**"Grantors"**

SIMPLEX DIABETIC SUPPLY, INC.


DIABETES CARE CLUB, LLC

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

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

**"Lender"**

TRIPLEPOINT CAPITAL LLC

By:  \_\_\_\_\_  
Sajal Srivastava  
Chief Operating Officer

**SCHEDULE A**

**To Intellectual Property Security Agreement**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

None.

**PATENT APPLICATIONS**

None.

**SCHEDULE B**

**To Intellectual Property Security Agreement**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

None.

**TRADEMARK APPLICATIONS**

<i>Grantor</i>	<i>Trademark Name</i>	<i>Date Filed</i>	<i>Serial Number</i>	<i>Status</i>
Simplex Diabetic Supply, Inc.	SIMPLEX DIABETIC SUPPLY	April 25, 2007	77164937	Approved by the examining attorney for publication for opposition
Diabetes Care Club, LLC	DIABETES CARE CL	January 15, 2007	77082952	First non-final action e-mailed to the applicant on 05/04/07



**SCHEDULE C**

**To Intellectual Property Security Agreement**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

**COPYRIGHT REGISTRATIONS**

None.

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

None.