

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
QOL Medical, LLC		11/30/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FCC, LLC
Doing Business As:	DBA First Capital
Street Address:	3520 N. W. 58th Street
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73112
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2101832	ELLIOTTS B
Registration Number:	2198812	SUCRAID
Registration Number:	2157683	NASCOBAL
Registration Number:	1374539	ETHAMOLIN
Registration Number:	2623137	GLOFIL

CORRESPONDENCE DATA

Fax Number: (212)884-8464
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2123354964
 Email: nytrademarks@dlapiper.com
 Correspondent Name: DLA Piper US LLP
 Address Line 1: 1251 Avenue of the Americas
 Address Line 2: Attn: Monica P. McCabe
 Address Line 4: New York, NEW YORK 10020-1104

CH \$140.00 2101832

ATTORNEY DOCKET NUMBER:	360112-9
NAME OF SUBMITTER:	Monica P. McCabe
Signature:	/monica mccabe/
Date:	12/20/2007
Total Attachments: 5 source=security#page1.tif source=security#page2.tif source=security#page3.tif source=security#page4.tif source=security#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of November 30, 2007, is entered into by and between QOL Medical, LLC, a Delaware limited liability company, located at 3003 Calcutta Drive, Vero Beach, Florida 32963 (the "Assignor") and FCC, LLC d/b/a First Capital (together with its successors and assigns, the "Assignee"), as Agent for the Lenders pursuant to the Loan and Security Agreement dated as of November 30, 2007, between the Assignee, the Lenders and the Assignor (the "Loan and Security Agreement").

WHEREAS, pursuant to the Loan and Security Agreement, Assignor is granting a security interest to the Assignee in certain collateral, including the trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) As security for the prompt and complete payment and performance in full of the Obligations, Assignor hereby grants to Assignee a security interest in and continuing lien on all of Assignor's right, title, and interest in, to, and under the Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

(b) For purposes of this Agreement, "Trademark Collateral" shall mean (i) the United States trademark and service mark registrations and applications set forth on Schedule A attached hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(c) The security interest granted hereby is granted in conjunction with the security interests granted to the Assignee, as Agent, under the Loan and Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby shall include those set forth in the Loan and Security Agreement and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Loan and Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan and Security Agreement.

Notwithstanding the foregoing, Assignor authorizes the Assignee, upon notice to Assignor, to modify this Agreement in the name of and on behalf of Assignor without obtaining Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any trademark owned or subsequently acquired by Assignor. Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or "subsequently acquired right, title or interest in any trademark to the liens and perfection created or contemplated hereby or by the Loan and Security Agreement.

3. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

4. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. Definitions

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Loan and Security Agreement.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

QOL MEDICAL, LLC
("Assignor")

By: Trevor G Blake
Name: Trevor G Blake
Title: CEO

[Signature Page to Grant of Security Interest in Trademarks]

FCC, LLC, d/b/a FIRST CAPITAL
("Assignee")

By: 
Name: *Lee Elmore*
Title: *Senior Vice President*

[Signature Page to Grant of Security Interest in Trademarks]

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TRADEMARK
REEL: 003682 FRAME: 0483

**SCHEDULE A
TRADEMARKS**

COUNTRY	REFERENCE #	FILED	APP#	REG. DATE	REG#	STATUS	CLASSES
ELLIOTTS' B							
USA	11782-4	1/11/1995	74/620,305	9/30/1997	2,101,832	Registered	5
SUCRAID							
USA	11782-2	5/14/1996	75/103,897	10/20/1998	2,198,812	Registered	5, multi
European Union	11782-5	9/20/1999	1315266	12/4/2000	1315266	Registered	5
NASCOBAL							
USA	75194046	11/6/1996		5/12/1998	2157683	Registered	IC 005; US multi
ETHAMOLIN							
USA	73520081	1/31/1985		12/10/1985	1374539	Registered	IC005, US 018
GLOFIL							
USA	76098030	7/27/2000		9/24/2002	2623137	Registered	IC005 US-multi

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