

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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TRADEMARK
REEL: 003723 FRAME: 0737

Registration Number:	1254062	SOSA
Registration Number:	2698997	THE SQUEEZE CONTRAST CONTROLLER
Registration Number:	1246971	VTM
Registration Number:	2257956	PASV
Registration Number:	2669464	VAXCEL
Registration Number:	3319458	VAXCEL
Registration Number:	3363005	XCELA

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-993-2698
 Email: magdalini.rizakos@lw.com
 Correspondent Name: Magdalini Rizakos c/o Latham & Watkins
 Address Line 1: 233 South Wacker Drive, Suite 5800
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	02/25/2008

Total Attachments: 6
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Second Lien Trademark Security Agreement

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of February 14, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings and the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

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

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks including, without limitation, those Trademarks that are registered or subject to applications for registration in the United States Patent and Trademark Office referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 Second Lien 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. Termination. This Security Agreement is made to secure the satisfactory performance and payment of the Obligations. This Second Lien Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor, at the applicable Grantor's expense, as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Security Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall, at the applicable Grantor's expense, reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Security Agreement and any security interest in, to or under the Trademark Collateral.

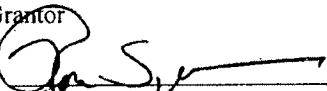
Section 7. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

NAMIC / VA, INC.
as Grantor

By: 
Name: RON SPARKS
Title: CHIEF EXECUTIVE OFFICER

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Second Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each 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,

NAMIC / VA, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: John Dale
Title: Duly Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

Schedule I
to
Trademark Security Agreement
Trademark Registrations

See Attached

Trademarks - NAMIC

Docket No.	Mark	Country	Status	Serial No.	Filing Date	Registration No.	Registration Date
04-TM0084	ANGIO-SAC	United States	Registered	78/022,449	8/22/2000	2,562,580	4/16/2002
04-TM2561	ANGIO-SAC	United States	Inactive	74/199,364	8/30/1991	1,711,459	9/1/1992
04-TM2529	FLEXCIL	United States	Inactive	74/200,527	8/30/1991	1,700,427	7/14/1992
04-TM0083	FLEXCIL	United States	Registered	78/022,450	8/22/2000	2,554,145	3/26/2002
08-TM0005	HEMOPORT	United States	Inactive	75/132,377	7/11/1996		
04-TM2544	MORSE	United States	Registered	73/092,552	7/6/1976	1,118,156	5/15/1979
04-TM2549	MULTIPLE CHOICES ONE ANSWER	United States	Inactive	75/510,584	6/29/1998		
04-TM2551	NAMIC	United States	Registered	73/092,551	7/6/1976	1,062,155	3/29/1977
04-TM2550	NAMIC U.S.A.	United States	Inactive	74/303,147	8/6/1992	1,843,559	7/5/1994
04-TM0041	PERCEPTOR	United States	Registered	75/922,307	2/18/2000	2,636,239	10/15/2002
04-TM2558	PERCEPTOR	United States	Inactive	74/199,407	8/30/1991	1,711,460	9/1/1992
04-TM2524	PROCAP PROGRAM	United States	Registered	75/502,966	6/15/1998	2,418,578	1/9/2001
04-TM0060	PROTECTION STATION	United States	Registered	76/055,495	5/24/2000	2,560,125	4/9/2002
04-TM2559	PROTECTION STATION	United States	Inactive	74/199,439	8/30/1991	1,738,174	12/8/1992
04-TM2562	SOSA	United States	Registered	73/301,681	3/18/1981	1,254,062	10/11/1983
04-TM2560	THE SQUEEZE CONTRAST CONTROLLER	United States	Registered	75/404,694	12/12/1997	2,698,997	3/25/2003
04-TM1873	VTM	United States	Inactive	73/341,187	12/11/1981	1,246,971	8/2/1983

Trademarks - VAB

Docket No.	Mark Name	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date
04-TM2704	PASV	United States	Registered	75/368,474	10/6/1997	2,257,956	6/29/1999
04-TM0833US1	VAXCEL	United States	Registered	75/592,102	8/20/1998	2,669,464	12/31/2002
04-TM0833US2	VAXCEL	United States	Registered	78/387,758	3/19/2004	3,319,458	10/23/2007
07-TM001US	XCELA	United States	Registered	77/082,290	1/12/2007	3,363,005	1/1/2008