

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
BRASSELER U.S.A. MEDICAL, LLC		02/12/2008	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	A.C. Corporation
Street Address:	1919 Pennsylvania Avenue, NW
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006-3434
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3151862	PNEUMICRO
Registration Number:	1577597	CANAL MASTER
Registration Number:	1895007	DIALITE
Registration Number:	1941313	E-CUTTER
Registration Number:	1393791	
Registration Number:	1851403	NAVIFLEX NT
Registration Number:	2229400	OPTIPOST
Registration Number:	3095263	DURACUT
Registration Number:	3207707	ET

CORRESPONDENCE DATA

Fax Number: (704)339-3476
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704-377-8176
 Email: lperes@rbh.com

OP \$240.00 3151862

Correspondent Name: Laura A. Peres, Paralegal
Address Line 1: 101 N. Tryon St., Suite 1900
Address Line 4: Charlotte, NORTH CAROLINA 28246

ATTORNEY DOCKET NUMBER:	12714.01084
NAME OF SUBMITTER:	Laura A. Peres
Signature:	/Laura A. Peres/
Date:	02/20/2008

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 12, 2008, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of A.C. Corporation ("A.C. Corp"), as administrative 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) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 12, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties, the Lenders from time to time party thereto, A.C. Corp as Administrative Agent for the Lenders, and General Electric Capital Corporation, as Revolver Agent for itself and the Revolving 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, the Grantor has agreed, pursuant to a 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, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Intellectual Property 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, the 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. 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 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 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;

(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 Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the 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. 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 the Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property 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 Intellectual Property 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 Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Brasseler USA, Inc.
as Grantor

By: Don L Waters
Name: Don L Waters
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

A.C. CORPORATION
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

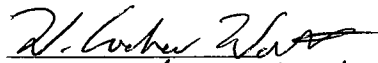
Very truly yours,

Brasseler USA, Inc.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:


A.C. CORPORATION
as Administrative Agent

By: 
Name: *W. Andrew Worth*
Title: *President*

ACKNOWLEDGMENT OF GRANTOR

State of GEORGIA)
) ss.
County of CHATHAM)

On this 12th day of February, 2008 before me personally appeared DON L. WATERS, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Brasseler USA, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
Jane Clemens

My commission expires 9-18-2010



SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Serial Number	Registration Number	Registration Date	Country
PNEUMICRO	78/485,614	3,151,862	10/03/2006	United States
CANAL MASTER (Stylized)	73/794,519	1,577,597	01/16/1990	United States
DIALITE	74/508,235	1,895,007	05/23/1995	United States
E-CUTTER	74/635,872	1,941,313	12/12/1995	United States
MISC. DESIGN	73/497,660	1,393,791	05/20/1986	United States
NAVIFLEX NT	74/451,186	1,851,403	08/30/1994	United States
OPTIPOST	75/183,058	2,229,400	03/02/1999	United States
DURACUT	78/593,389	3,095,263	05/23/2006	United States
ET	78/703,128	3,207,707	02/13/2007	United States
ENDOSEQUENCE	1283242	700682	11/13/2007	Canada

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.