

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
Freedom Innovations, LLC		02/23/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CIT Healthcare, LLC
Street Address:	305 Fellowship Road
Internal Address:	Suite 300
City:	Mt. Laurel
State/Country:	NEW JERSEY
Postal Code:	08054
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3286964	PARYDONN
Registration Number:	2946512	RENEGADE
Registration Number:	2950297	RUNWAY
Registration Number:	3321392	HIGHLANDER
Registration Number:	3321393	PACIFICA
Registration Number:	3321040	SENATOR
Registration Number:	3321391	SIERRA
Registration Number:	3326662	SILHOUETTE
Serial Number:	78914471	AGILITY MPC KNEE

CORRESPONDENCE DATA

Fax Number: (615)244-6804
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 3286964

Phone: 615-850-8741
Email: matomlinson@wallerlaw.com
Correspondent Name: Robert P. Felber, Jr.
Address Line 1: 511 Union Street
Address Line 2: Suite 2700
Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	015693.80476 CIT - TM
NAME OF SUBMITTER:	Robert P. Felber, Jr.
Signature:	/Robert P. Felber, Jr./
Date:	03/12/2008

Total Attachments: 5
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TRADEMARK SECURITY INTEREST AGREEMENT

WHEREAS, a Credit and Guaranty Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") was entered into as of February 23, 2008, by and among Freedom Innovations, LLC, a Delaware limited liability company (the "Grantor"), Guarantors from time to time party thereto, Lenders from time to time party thereto and CIT Healthcare LLC, a Delaware limited liability company, as Administrative Agent (the "Secured Party"), under the terms of which the Grantor has assumed certain obligations to the Lenders and the Secured Party; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the Secured Party entered into a Security and Pledge Agreement, dated as of February 23, 2008, (as may be amended or otherwise modified from time to time, the "Security Agreement") (terms not defined herein shall have the meaning ascribed to such terms in the Security Agreement); and

WHEREAS, Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks") and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to (a) the Trademarks and the goodwill of the business symbolized by the Trademarks, and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, all whether now or hereafter owned or licensable by Grantor and all reissues, extensions or renewals thereof, and (b) all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (collectively, the "Collateral"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided that, and notwithstanding anything to the contrary contained herein or in the Security Agreement, the foregoing grant of security interest shall not include any "intent-to-use" trademark application until such time as a statement or allegation of use has been filed with the United States Patent and Trademark Office for such trademark application.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor has executed this Grant of Security Interest in Trademarks this 28 day of February, 2008.

FREEDOM INNOVATIONS, LLC

By: [Signature]

Name: Maynard Carkhuff

Title: Chief Executive Officer

STATE OF)

) ss.

COUNTY OF)

BEFORE ME, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of _____, and that such person executed the same as the act of said limited liability company for the purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of February, 2008

Notary Public in and for the State of
Commission expires:

CA Notary attached

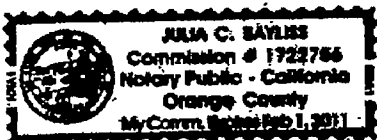
Trademark Security Interest Agreement
Signature Page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }
 On 2-23-08 before me, Julia Bayliss, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Maynard Carkhuff
Name(s) of Signer(s)

- personally known to me
 (or) proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Signature Julia C. Bayliss
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Signer Is Representing: _____

Schedule 1 to Grant of Security Interest in Trademarks

Trademarks

1. Granted Trademarks
 - a. Parydonn Trademark serial number 78716598, registration number 3286964 registered August 28, 2007.
 - b. Renegade Trademark serial number 76503967, registration number 2946512 registered May 3, 2005.
 - c. Runway Trademark serial number 78319194, registration number 2950297 registered May 10, 2005.
 - d. Highlander Trademark serial number 78846960, registration number 3321392 registered October 23, 2007.
 - e. Pacifica Trademark serial number 78846965, registration number 3321393 registered October 23, 2007.
 - f. Senator Trademark serial number 78798540, registration number 3321040 registered October 23, 2007.
 - g. Sierra Trademark serial number 78846957, registration number 3321391 registered October 23, 2007.
 - h. Silhouette Trademark serial number 78716580, registration number 3326662 registered October 30, 2007.
2. Pending Applications
 - a. Agility MPC Knee Trademark serial number 78914471 filed June 22, 2006 and published for opposition September 11, 2007.