

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
Universal Screen Arts, Inc.		06/10/2008	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	FirstMerit Bank, N.A.		
Street Address:	101 West Prospect Avenue		
Internal Address:	Suite 350		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44115		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3111835	CREATING A BEAUTIFUL HOME	
Registration Number:	1626377	WHAT ON EARTH	
CORRESPONDENCE DATA			
Fax Number:	(216)623-4912		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-736-3339		
Email:	bklink@kahnkleinman.com		
Correspondent Name:	Bradley J. Klink		
Address Line 1:	1301 E. 9th Street		
Address Line 2:	Suite 2600		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	077708		
NAME OF SUBMITTER:	Bradley J. Klink, Esq.		

OP \$65.00 3111835

Signature:	/BJK/
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Date:	06/10/2008
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Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 10th day of June, 2008 by UNIVERSAL SCREEN ARTS, INC., SIGNALS CATALOGUE CORP., ART & ARTIFACT, INC. and SURGICAL PRODUCTS COMPANY, INC. (collectively, "Pledgor") in favor of FIRSTMERIT BANK, N.A. ("Bank").

1. Recitals. Pledgor and certain other affiliated companies (together with their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower"), are entering into that certain Credit Agreement, dated as of the date hereof, with Bank (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Bank grant the financial accommodations to Borrowers as described in the Credit Agreement.

Pledgor deems it to be in the direct pecuniary and business interests of Pledgor that Borrowers obtain from Bank the Line of Credit, as defined in the Credit Agreement, and the Term Loan, as defined in the Credit Agreement, provided for in the Credit Agreement.

Pledgor understands that Bank is willing to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Bank, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Bank entering into the Credit Agreement each financial accommodation granted to Borrowers by Bank and for other valuable consideration.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the UCC are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of **Exhibit A** attached hereto.

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented, restated or otherwise modified); (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill

associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Bank is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

"Event of Default" means an event or condition that constitutes an Event of Default, as defined in Section 9 hereof

The term "Indebtedness" is defined in the Credit Agreement.

"Person" means any individual, sole proprietorship, partnership, joint venture, unincorporated organization; corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

"Proceeds" means (a) any proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds includes, without limitation, moneys, checks, and deposit accounts. Except as expressly authorized in this Agreement, the right of Bank to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of Bank to Pledgor's sale, exchange, collection, or other disposition of any or all of the Collateral.

"UCC" means the Uniform Commercial Code, as in effect from time to time in Ohio.

"USCO" means the United States Copyright Office in Washington, D.C.

"USPTO" means the United States Patent and Trademark Office in Washington, D.C.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Indebtedness, Pledgor hereby agrees that Bank shall at all times have, and hereby grants to Bank, a security interest in all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Bank as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, to the best of Pledgor's knowledge no such Collateral has been adjudged invalid or unenforceable.

4.2. To the best of Pledgor's knowledge, the Collateral is valid and enforceable.

4.3. Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances,

including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Pledgor.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to; any of the Collateral without Bank's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor hereby grants to Bank and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof Pledgor shall comply with all patent mark requirements as specified in 35 U.S.C. §287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Event of Default.

8.1. Any of the following shall constitute an Event of Default under this Agreement: (a) an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; (b) any representation, warranty or statement made by Pledgor in or pursuant to this Agreement or in any other writing received by Bank in connection with the Indebtedness shall be false or erroneous in any material respect; or (c) Pledgor shall fail or omit to perform or observe any agreement made by Pledgor in or pursuant to this Agreement or in any other writing received by Bank pursuant hereto.

8.2. Pledgor expressly acknowledges that Bank shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Bank the Assignment, which Assignment shall have no force and effect and shall be held by Bank in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Bank in the form reflected on the face of the Assignment and Bank may, in its sole discretion, record the Assignment with USCO and the USPTO, as appropriate.

8.3. If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Bank to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Bank may deem advisable, Bank, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Bank determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Bank shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Bank may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Bank may apply the net proceeds of each such sale to or toward the payment of the Indebtedness, whether or not then due, in such order and by such division as Bank in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Indebtedness shall remain liable for any deficiency. In addition, Bank shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Bank in connection with the amendment, and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Bank, and, until so paid, shall be added to the principal amount of the Indebtedness.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Bank in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter 'until the Indebtedness shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Bank, unless such abandonment will

not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Bank's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Bank for all damages, reasonable costs and expenses, including attorneys' fees incurred by Bank in connection with the provisions of this Section 11, in the event Bank elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or non-exclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Bank's Right to Perform Indebtedness. If Pledgor fails to comply with any of its obligations under this Agreement Bank may, but is not obligated to, do so in Pledgor's name or in the name of Bank, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Bank, upon request, in full for all expenses, including attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Bank, enter into such additional documents or instruments as may be required by Bank in order to effectuate, evidence or perfect Bank's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Indebtedness shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Bank prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Bank to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 14 hereof and, at Bank's request, Pledgor shall execute any documents or instruments required by Bank in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. Termination. At such time as the Indebtedness shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Bank, Pledgor shall have

the right to terminate this Agreement. Upon written request of Pledgor, Bank shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Bank's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.

18. No Waiver. No course of dealing between Pledgor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Bank. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

22. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Bank. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the successors and assigns of Bank. Any attempted assignment or transfer without the prior written consent of Bank shall be null and void.

23. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address of Pledgor specified on the signature page of this Agreement, if to Bank, mailed or delivered to it, addressed to the address of Bank specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor to Bank pursuant to any of the provisions hereof shall not be effective until received by Bank.

24. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Bank hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflict of laws. Pledgor

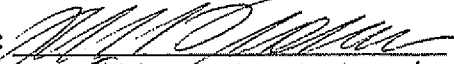
hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, non-appealable judgment in any such action or proceeding shall be conclusive and maybe enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

JURY TRIAL WAIVER. PLEDGOR AND LENDER, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG PLEDGOR, BORROWERS AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF LENDER TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR, BORROWERS AND LENDER, OR ANY THEREOF.


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Signature page to Intellectual Property Security Agreement:


UNIVERSAL SCREEN ARTS, INC.

By: 
Name: JARED S. FLORIAN
Title: Chairman

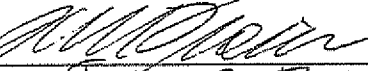
SIGNALS CATALOGUE CORP.

By: 
Name: JARED S. FLORIAN
Title: President

ART & ARTIFACT, INC.

By: 
Name: JARED S. FLORIAN
Title: Chairman

SURGICAL PRODUCTS COMPANY, INC.

By: 
Name: JARED S. FLORIAN
Title: Chairman

Schedule 1

Collateral

Registered and Live Trademarks

Serial Number	Reg. Number	Word Mark
Universal Screen Arts, Inc., an Ohio corporation		
78667490	3111835	CREATING A BEAUTIFUL HOME
73735577	1626377	WHAT ON EARTH

Signals Catalogue Corp., an Ohio corporation

78965135		WIRELESS ROAD BOOK
75467443	2246106	SIGNALS
75452694	2245980	SIGNALS
74282174	1763488	WIRELESS
73601831	1427436	WIRELESS

Surgical Products Company, Inc., a Massachusetts corporation

77112417	3347093	SUPPORT PLUS
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Exhibit A

Form of Assignment

THIS DOCUMENT SHALL BE HELD BY LENDER, IN ESCROW PURSUANT TO AND ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF JUNE __, 2008, EXECUTED BY UNIVERSAL SCREEN ARTS, INC., SIGNALS CATALOGUE CORP., ART & ARTIFACT, INC. and SURGICAL PRODUCTS COMPANY, INC. (COLLECTIVELY, "PLEDGOR"), IN FAVOR OF FIRSTMERIT BANK, N.A. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "BANK") BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF BANK CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT BANK HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

FIRSTMERIT BANK, N.A.

By: _____

Name: _____

Title: _____

ASSIGNMENT

WHEREAS, UNIVERSAL SCREEN ARTS, INC., SIGNALS CATALOGUE CORP., ART & ARTIFACT, INC. and SURGICAL PRODUCTS COMPANY, INC. (collectively "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of June __, 2008 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of FIRSTMERIT BANK, N.A. (together with its successors and assigns, "Bank"), pursuant to which Pledgor has granted to Bank, a security interest in the Collateral as security for the Indebtedness, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Bank's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby; Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Bank, and its successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, (including the returned premium upon any cancellation of insurance, whether or not Bank is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Bank, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Bank has elected to take actual title to the Collateral.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on June ___, 2008.

UNIVERSAL SCREEN ARTS, INC.

By: _____
Name: _____
Title: _____

SIGNALS CATALOGUE CORP.

By: _____
Name: _____
Title: _____

ART & ARTIFACT, INC.

By: _____
Name: _____
Title: _____

SURGICAL PRODUCTS COMPANY, INC.

By: _____
Name: _____
Title: _____