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TRADEMARK ASSIGNMENT

09-11-2008

8/13/08

Electronic Version v1.1

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103524152

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Creative Technology Services, L.L.C.		06/30/2008	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	LV Administrative Services, Inc.
Street Address:	335 Madison Avenue, 10th Fl.
Internal Address:	c/o Laurus Capital Management, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77235826	TRANSITIONAL MOBILITY
Serial Number:	77227772	THE BUG
Serial Number:	75844948	CTS CREATIVE TECHNOLOGY SERVICES
Serial Number:	75844945	CREATIVE TECHNOLOGY SERVICES

CORRESPONDENCE DATA

Fax Number: (212)735-8708  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 735-8600  
 Email: jast@morrisoncohen.com  
 Correspondent Name: Jordan A. Ast, Esq.  
 Address Line 1: 909 Third Avenue, 27th FL.  
 Address Line 2: c/o Morrison Cohen LLP  
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

020143-0008-(JAST)

CH \$115.00 77235826

NAME OF SUBMITTER:	Jordan Ast
Signature:	/Jordan Ast/
Date:	08/13/2008

**Total Attachments: 9**

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TO: JORDAN A. AST, ESQ. COMPANY: 909 THIRD AVENUE, 27TH FL.

**EXECUTION VERSION**

**GRANT OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of June 30, 2008, is executed by Creative Technology Services, L.L.C., a Michigan limited liability company (the "Grantor"), in favor of LV Administrative Services, Inc., a Delaware corporation, as administrative and collateral agent for the Lenders (as defined below) (the "Secured Party" and together with the Lenders, collectively, the "Creditor Parties").

A. Pursuant to a Security Agreement dated as of June 30, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the lenders from time to time party thereto (the "Lenders"), the Secured Party, the Grantor, Creative Technology Holdings, L.L.C., a Michigan limited liability company, (the "Parent") and Next Mobility, LLC, a Michigan limited liability company ("Next Mobility" and together with the Grantor, collectively, the "Borrowers"), the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor, the Parent and Next Mobility have granted a security interest to the Secured Party in consideration of the Creditor Parties' agreement to provide financial accommodations to the Borrowers.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such

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TO: JORDAN A. AST, ESQ. COMPANY: 909 THIRD AVENUE, 27TH FL.

acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary or desirable by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

5. This Grant may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. It is understood and agreed that if facsimile or electronic copies of this Grant bearing facsimile or electronic signatures are exchanged between the parties hereto, such copies shall in all respects have the same weight, force and legal effect and shall be fully valid, binding, and enforceable as if such signed facsimile or electronic copies were original documents bearing original signatures.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

TO: JORDAN A. AST, ESQ. COMPANY: 909 THIRD AVENUE, 27TH FL.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

CREATIVE TECHNOLOGY  
SERVICES, LLC

By:   
Name: Jordan A. Ast  
Title: President

*[Signature Page 10 Grant of Security Interest In Patents and Trademarks - Creative Technology Services, LLC]*

TO: JORDAN A. AST, ESQ. COMPANY: 809 THIRD AVENUE, 27TH FL.

STATE OF Michigan )  
COUNTY OF Washtenaw ) ss:ic

On this 31 day of June, 2008 before me personally came \_\_\_\_\_

Daniel A. Leitch who, being by me duly sworn, did state as follows: that Leitch is President of Creative Technology Services, L.L.C., that Leitch is authorized to execute the foregoing Grant on behalf of said company and that Leitch did so by authority of the Managers of said company.

[Signature]  
Notary Public

MARSHA JAMES  
Notary Public, Washtenaw Co., MI  
My Commission Expires August 28th, 2010  
2008-08-14 15:27:05

SEP. 12. 2008 3:00PM  
USPTO

8/14/2008 9:27:03 PM PAGE 6/019 NO. 024 P. 10

TO: JORDAN A. AST, ESQ. COMPANY: 909 THIRD AVENUE, 27TH FL.

LV ADMINISTRATIVE SERVICES,  
INC.

By: \_\_\_\_\_  
Name:  
Title:

Scott Blumstein  
Authorized Signatory

*[Signature Page to Grant of Security Interest in Patents and Trademarks - Creative Technology Services, LLC.]*

TRADEMARK  
REEL: 003857 FRAME: 0331

TO: JORDAN A. AST, ESQ. COMPANY: 909 THIRD AVENUE, 27TH FL.

STATE OF NEW YORK  
COUNTY OF New York ss.:

On this 30<sup>th</sup> day of JUNE, 2008, before me personally came \_\_\_\_\_  
Scott Bluestem who, being by me duly sworn, did state as follows: that [s]he is  
Authorized Signatory of LV Administrative Services, Inc., that [s]he is authorized to execute  
the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board  
of Directors of said corporation.

Yahaira Reyes  
Notary Public

YAHAYRA REYES  
Notary Public, State of New York  
No. 018E0008711  
Qualified in Westchester County  
Certificate Filed in New York County  
Commission Expires Jan. 14, 2010



TO: JORDAN A. AST, ESQ. COMPANY: 909 THIRD AVENUE, 27TH FL.

**SCHEDULE 1 TO GRANT OF SECURITY INTEREST**  
**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

Serial Number	Registration Number	Trademark
77235826	Registration preliminarily approved by examiner, published for opposition on May 20, 2008	TRANSITIONAL MOBILITY
77227772	Registration preliminarily approved by examiner, published for opposition on May 13, 2008	THE BUG
75844948	2711669	CTS CREATIVE TECHNOLOGY SERVICES
75844945	2595035	CREATIVE TECHNOLOGY SERVICES

TO: JORDAN A. AST, ESQ. COMPANY: 909 THIRD AVENUE, 27TH FL.

**SCHEDULE 2 TO GRANT OF SECURITY INTEREST**

**PATENTS AND PATENT APPLICATIONS**

Title	Country	Serial No.	Filed	Patent #	Issued
Anti-Shimmy Caster Wheel Mounting	USA	08/582,188	02-Jan-96	5,809,612	22-Sep-98
Anti-Shimmy Caster Wheel Mounting	Canada	2,242,284	29-Jan-98	2,242,284	17-Dec-02
Anti-Shimmy Caster Wheel Mounting	Japan	524573/97	02-Jul-98	3689385	17-Jun-05
Apparatus and Method for Tilting the Seat of a Wheelchair with a Low Profile Linkage	USA	09/818,114	27-Mar-01	6,527,340	04-Mar-03
Bevel Steering Gear Integrated Drive Transmission	USA	08/652,975	24-May-96	5,722,501	03-Mar-98
Bevel Steering Gear Integrated Drive Transmission	Canada	2,255,112	06-Mar-97	2,255,112	21-Feb-06
Bevel Steering Gear Integrated Drive Transmission	Japan	542333/97	06-Mar-97	3261136	14-Dec-01
Power Operated Wheelchair	USA	07/029,437	11-Mar-93	5,275,248	04-Jan-94
Suspension System for Powered Wheelchairs	USA	08/744,204	05-Nov-96	5,772,237	30-Jun-98
Suspension System for Powered Wheelchairs	Canada	2,256,452	20-May-97	2,256,452	13-Apr-04
Suspension System for Powered Wheelchairs	New Zealand	332869	20-May-97	332869	30-Mar-99

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