

## 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
Extrumed, LLC		03/06/2009	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe		
Internal Address:	Attn: Vesta Intermediate Funding, Inc., Account Manager		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2405792	EXTRUSIONEERING	
Registration Number:	3478777	EXTRUMED	
CORRESPONDENCE DATA			
Fax Number:	(404)541-4720		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-815-6568		
Email:	aramson@kilpatrickstockton.com		
Correspondent Name:	Angela Ramson - Kilpatrick Stockton LLP		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	345675		
NAME OF SUBMITTER:	Cheryl N. Spain		

OP \$65.00 2405792

900128749

TRADEMARK  
REEL: 003947 FRAME: 0761

Signature:

/Cheryl N. Spain/

Date:

03/06/2009

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of March 6, 2009, is entered into by and among **EXTRUMED, LLC**, a California limited liability company (the "**Grantor**") and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, individually and in its capacity as Administrative Agent for the Lenders (the "**Administrative Agent**").

### Statement of Facts

A. Pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among Vesta Intermediate Funding, Inc. (the "**Borrower**"), the other Credit Parties signatory thereto, Lenders signatory thereto, and Administrative Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), Lenders have, subject to certain terms and conditions set forth therein, agreed to make certain financial accommodations to Borrower.

B. Grantor is a Subsidiary of Borrower and as such will derive direct and indirect economic benefit from the making of the Loans and other financial accommodations provided to Borrower pursuant to the Credit Agreement.

C. In order to induce Administrative Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and certain additional financial accommodations, Grantor has agreed to grant continuing Liens on the Intellectual Property Collateral (as hereinafter defined) to secure the Obligations.

D. Pursuant to the Security Agreement (as defined below), Grantor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of Lenders, this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

(a) "**Copyright License**" means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

(b) "**Copyrights**" means all of the following now owned or hereafter adopted or acquired by Grantor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright

Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

(c) "Intellectual Property Collateral" shall mean all of the right, title and interest of Grantor in, to and under the following, whether presently existing or hereafter created or acquired:

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(d) "Patent License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

(e) "Patents" means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State, or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

(f) "Security Agreement" means that certain Subsidiary Security Agreement dated as of the date hereof by and among the parties signatory thereto.

(g) "Termination Date" means the date on which (a) all of the Loans have been repaid in full in cash, (b) all other Obligations under the Credit Agreement and the other Loan Documents

have been completely discharged (other than contingent indemnification obligations not yet due and payable, Bank Product Obligations, and L/C Obligations to the extent collateralized in accordance with **Section 2.5(k)** of the Credit Agreement), (c) all L/C Obligations have been cash collateralized, canceled or backed by standby letters of credit in accordance with **Section 2.5** of the Credit Agreement, and (d) Lenders shall not have any obligation to make Loans or grant extensions of credit under the Credit Agreement.

(h) “Trademark License” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

(i) “Trademarks” means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

## 2. Grant of Security Interests.

(a) To secure the prompt and complete payment, performance and observance of all of the Obligations (specifically including, without limitation, Grantor’s Obligations arising under the Subsidiary Guaranty), whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under the Bankruptcy Code (and any successor provision thereof)), Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent, for itself and the benefit of the Lenders, a continuing security interest and Lien upon all of its right, title and interest in, to and under the Intellectual Property Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Grantor.

(b) Notwithstanding the foregoing, the "Intellectual Property Collateral" shall not include (i) any personal property that is leased by Grantor or any rights of Grantor under such lease (other than Grantor's rights to payment under such lease constituting Accounts or General Intangibles for money due or to become due) if and for so long as the grant of a security interest by Grantor in such personal property or lease violates the terms of Grantor's lease of such personal property; provided that Grantor shall be deemed to have granted security interests to the Administrative Agent for itself and the benefit of the Lenders in such leased personal property, and such personal property shall be included in the Intellectual Property Collateral, at such time that such grant no longer violates such lease; and (ii) any General Intangibles or other rights arising under any written contracts, instruments, licenses or other documents executed on arm’s length terms as to which, and only to the extent which, the grant of a security interest would (A) constitute a violation of a valid and enforceable restriction in favor of a third party (other than an Affiliate of

any Credit Party) on such grant, (B) give any other party (other than an Affiliate of any Credit Party) to such contract, instrument, license or other document the right to terminate its obligations thereunder or (C) result in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor thereunder (other than to the extent that any such term or restriction would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), in each case unless and until any required consents shall have been obtained, provided that Grantor shall use its best efforts to obtain consents for any General Intangibles or other rights arising under any contracts, instruments, licenses or other documents which are material to the operation of Grantor's business (which best efforts shall not require that Grantor pay any fee or other sum not already specified in such contracts, instruments, licenses or other documents or that Grantor agree to an amendment of the underlying transaction giving rise to such restriction), provided further that Grantor shall be deemed to have granted security interests to the Administrative Agent for itself and the benefit of the Lenders in such General Intangibles or other rights, and such General Intangibles or other rights shall be included in the Collateral, at such time that such grant does not result in any of the consequences specified in the foregoing subclauses (A), (B) and (C) of this clause (ii).

3. **Representations and Warranties.** The Grantor represents and warrants to the Administrative Agent and the Lenders that, as of the Closing Date, Grantor does not have any interest in, or title to, any Patent, registered Trademark, Trademark application, or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create valid and continuing Liens on and, upon the recording hereof with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements in the jurisdictions listed on Schedule I to the Security Agreement, perfected Liens in favor of Administrative Agent (for the benefit of itself and the Lenders) on Grantor's Patents, Trademarks and Copyrights, to the extent such perfection can be achieved by making such filings, and such perfected Liens are enforceable as such as against any and all creditors of and purchasers from Grantor.

4. **Covenants.** The Grantor covenants and agrees with the Administrative Agent that from and after the date of this Agreement and until the Termination Date:

(a) The Grantor shall notify Administrative Agent in accordance with **Section 5(c)(i)** of the Security Agreement if Grantor knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated (except where as a result of Grantor's decision to allow the same to lapse or become abandoned because it is no longer in any way material to the conduct of its business or operations), or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In the event Grantor shall, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the

United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency upon request of Administrative Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Administrative Agent) to evidence Administrative Agent's Liens on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) The Grantor shall take all actions necessary or requested by the Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take all appropriate action, which may include suing for infringement, misappropriation or dilution to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Administrative Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **Security Agreement.** The security interests and Liens granted by Grantor pursuant to this Agreement are granted in conjunction with the security interests and Liens granted by Grantor to Administrative Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. The Grantor and the Administrative Agent expressly agree that each of the security interests granted under this Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Administrative Agent or any Lender of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail. The Administrative Agent may make distributions hereunder in cash or, if Administrative Agent receives proceeds consisting of property other than cash, in kind, in such property, on a ratable basis, in any combination thereof.

6. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. **Termination.** Subject to **Section 6** hereof, this Agreement shall terminate upon the Termination Date. At any time and from time to time prior to the Termination Date, the Administrative Agent may release any of the Intellectual Property Collateral in accordance with the terms of the Credit Agreement. Upon any such termination of the Liens created hereunder upon the Termination Date, or any such release of Intellectual Property Collateral prior to the Termination Date, the Administrative Agent will, at the expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby or the release of such Intellectual Property Collateral, as the case may be.

9. **Governing Law.** **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS. GRANTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE FEDERAL AND/OR STATE COURTS SITTING IN COOK COUNTY, CITY OF CHICAGO, ILLINOIS FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.3 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.**

10. **WAIVER OF JURY TRIAL.** **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND TO THE FULLEST EXTENT PERMITTED BY LAW WAIVES ANY RIGHTS THAT IT MAY HAVE TO CLAIM OR RECEIVE CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.**

11. **Appointment of Co-Agents.** At any time or times, in order to comply with any legal requirement in any jurisdiction, the Administrative Agent may appoint another bank or trust company or one or more other persons, either to act as co-agent or co-agents, jointly with the Administrative Agent, or to act as separate agent or agents on behalf of the Lenders with such power and authority as may be necessary for the effectual operation of the provisions hereof and may be specified in the instrument of appointment (which may, in the discretion of the Administrative Agent, include provisions for the protection of such co-agent or separate agent similar to the provisions referred to in **Section 12**).

12. **Expenses.** In the event that Grantor fails to comply with the provisions of this Agreement or any other Collateral Document, such that the value of any Intellectual Property Collateral or the validity, perfection, rank or value of any Lien created hereunder is thereby diminished or potentially diminished or put at risk, the Administrative Agent may, but shall not be required to, provided that an Event of Default has occurred and is continuing, effect such compliance on behalf of Grantor, and Grantor shall reimburse the Administrative Agent for the costs thereof on demand. All expenses of protecting, maintaining, selling and disposing of the Intellectual Property Collateral shall be borne and paid by the Grantor; and if Grantor fails to promptly pay any portion thereof when due, the Administrative Agent may, at its option, but shall not be required to, pay the same and charge Grantor's account therefor, and Grantor agrees to reimburse the Administrative Agent therefor on demand. All sums so paid or incurred by the Administrative Agent for any of the foregoing and any and all other sums for which Grantor may become liable hereunder and all out-of-pocket costs and expenses (including reasonable attorneys' fees, legal expenses and court costs) incurred by the Administrative Agent in enforcing or protecting the security interests created hereunder or any of its rights or remedies under this Agreement, shall, together with interest thereon until paid at the applicable rate provided in the Credit Agreement, be additional Obligations hereunder.

13. **Section Titles.** The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

14. **No Strict Construction.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

15. **Advice of Counsel.** Each of the parties represents to each other party hereto that it has discussed this Agreement and, specifically, the provisions of **Section 9** and **Section 10**, with its counsel.

16. **Benefit of Lenders.** All Liens granted or contemplated hereby shall be for the benefit of Administrative Agent, individually, and Lenders, and all proceeds or payments realized from Collateral in accordance herewith shall be applied to the Obligations in accordance with the terms of the Credit Agreement.

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

**GRANTOR:**

**EXTRUMED, LLC**, a California limited liability company

By: \_\_\_\_\_

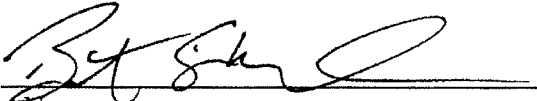
Name: David J. Koo

Title: Secretary

VESTA INTERMEDIATE FUNDING, INC.  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE

**ADMINISTRATIVE AGENT:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Administrative Agent

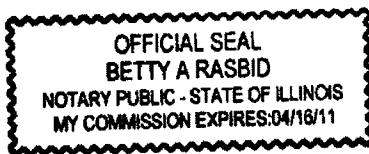
By:   
Name: \_\_\_\_\_  
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois

COUNTY OF Lake

On this 6<sup>th</sup> day of March, 2009, before me personally appeared David Koo, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Extramed, LLC, and 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 (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.



{seal}

Betty A. Rasbid  
Notary Public

[Acknowledgement to Intellectual Property Security Agreement]

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**I. PATENT REGISTRATIONS**

Patent	Reg. No.	Date
N/A		

**II. PATENT APPLICATIONS**

Patent Application No.	Reg. No.	Date
N/A		

**III. PATENT LICENSES**

Name of Agreement	Date of Agreement	Parties
N/A		

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**I. TRADEMARK REGISTRATIONS**

Mark	Reg. No.	Date
"Extrusioneering"	2405792	November 21, 2000
"EXTRUMED"	3478777	August 5, 2008

**II. TRADEMARK APPLICATIONS**

Mark	Application No.	Date
N/A		

**III. TRADEMARK LICENSES**

Name of Agreement	Date of Agreement	Parties
N/A		

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**I. COPYRIGHT REGISTRATIONS**

Copyright	Reg. No.	Date
N/A		

**II. COPYRIGHT APPLICATIONS**

Copyright	Application No.	Date
N/A		

**III. COPYRIGHT LICENSES**

Name of Agreement	Date of Agreement	Parties
N/A		