

## 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
Medisearch PR, Inc.		03/30/2009	CORPORATION: PUERTO RICO
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 W Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1290865	SOF . CARE	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-121		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		
Date:	03/31/2009		

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TRADEMARK  
REEL: 003962 FRAME: 0047

**Total Attachments: 6**

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## **TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of March 30, 2009, is between **MEDISEARCH PR, INC.**, a Puerto Rico corporation (the "Grantor") and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of the Agent and the Lenders (as such terms are hereinafter defined).

### **RECITALS**

**WHEREAS**, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor has entered into that certain Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, Gaymar Holding Company, LLC, a Delaware limited liability company, General Electric Capital Corporation, as Agent ("Agent"), the financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and Antares Capital Corporation, as Resigning Agent, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, pursuant to the terms of that certain Security Agreement dated as of February 14, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and


(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

**MEDISEARCH PR, INC.,**  
a Puerto Rico corporation

By:   
Name: Frank L. Lumbao  
Its: CEO

Acknowledged:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

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

Trademark Security Agreement (Medisearch)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

**MEDISEARCH PR, INC.,**  
a Puerto Rico corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By: Carrie Goldfeder  
Name: Carrie Goldfeder  
Its: Duly Authorized Signatory

**Schedule 1**  
**to**  
**Trademark Security Agreement**

**U.S. TRADEMARK REGISTRATIONS**

Mark	Application Number	Application Date	Registration Number	Registration Date
SOF . CARE	73396965	09/30/1982	1290865	08/21/1984

**FOREIGN TRADEMARK REGISTRATIONS**

Mark	Country	Registration Number	Registration Date
MUT-T-BLANKET	Benelux	451249	9/9/88
MUL.T.PAD	Benelux	452935	9/9/88
SOF.CARE	Benelux	452937	9/9/88
MUL-T-BLANKET	Canada	366857	3/16/90
MUL.T.PAD	Canada	3719985	8/17/90
PILLO PAD	Canada	373581	9/21/90
SOF.CARE	Canada	366835	3/16/90
SOF-CARE II	Canada	367651	4/13/90
MUL.T.PAD	Denmark	1142272	07/03/89
MUL-T-BLANKET	Denmark	1142271	07/03/89
SOF.CARE	Denmark	1123739	06/23/88
SOF-CARE II	Denmark	1142768	07/11/89
MUL-T-BLANKET	France	1492178	10/5/88
MUL.T.PAD	France	1492179	10/5/88
SOF.CARE	France	1492182	10/5/88
SOF.CARE II	France	1492177	10/5/88
MUL-T-BLANKET	Germany	1442271	7/3/89
MUL.T.PAD	Germany	1142272	7/3/89
SOF.CARE	Germany	1123739	6/23/88
SOF-CARE II	Germany	1142768	7/11/89
MUL-T-BLANKET	Italy	847273	4/8/91
MUL.T.PAD	Italy	847272	4/8/91
SOF.CARE	Italy	847274	4/8/91
SOF.CARE	Japan	2085500	10/26/88
MEDISEARCH	Puerto Rico	48860	6/21/00
MEDISEARCH PR	Puerto Rico	1260	3/13/01
MPR & Design	Puerto Rico	48861	6/21/00
MUL-T-BLANKET	U.K.	1349489	06/28/88
SOF.CARE	U.K.	1349473	06/28/88
SOF-CARE II	U.K.	1349556	06/28/88

**U.S. TRADEMARK APPLICATIONS**

None

FOREIGN TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None