

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Notice of Change of Agent- Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation, as Agent		03/30/2009	CORPORATION: DELAWARE

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: 12

Property Type	Number	Word Mark
Registration Number:	2716457	DUO GARD
Registration Number:	2640986	PARADISE
Registration Number:	2492263	DUO-THERM
Registration Number:	1846175	HEELCARE
Registration Number:	1767994	THERMACARE
Registration Number:	1449483	PILLO PAD
Registration Number:	1439861	T/PAD
Registration Number:	1439862	MUL-T-PAD
Registration Number:	1426452	SOF-CARE PLUS
Registration Number:	1279708	MUL-T-BLANKET
Registration Number:	1155455	THROMBO-GARD
Registration Number:	1131699	CLIK-TITE

CORRESPONDENCE DATA

900130596

TRADEMARK
REEL: 003962 FRAME: 0082

CH \$315.00 2716457

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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

Total Attachments: 5

source=Assignment of Trademark Security Interest- Medisearch#page1.tif
source=Assignment of Trademark Security Interest- Medisearch#page2.tif
source=Assignment of Trademark Security Interest- Medisearch#page3.tif
source=Assignment of Trademark Security Interest- Medisearch#page4.tif
source=Assignment of Trademark Security Interest- Medisearch#page5.tif

NOTICE OF CHANGE OF AGENT – TRADEMARK SECURITY AGREEMENT

Dated: March 30, 2009

WHEREAS, MEDISEARCH PR, INC., a Puerto Rico corporation ("Medisearch"), has entered into that certain Security Agreement dated as of February 14, 2003 (as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the "Security Agreement") among Medisearch, the other "Debtors" from time to time party thereto, and ANTARES CAPITAL CORPORATION ("Antares"), as Agent (as defined in the Security Agreement) for the benefit of certain secured parties (the "Secured Parties"), to secure certain of obligations and liabilities of Medisearch to such Secured Parties;

WHEREAS, pursuant to the Security Agreement, Medisearch granted a first priority security interest in substantially all of Medisearch's assets, whether then existing or thereafter created or acquired to Antares, as Agent, for the benefit of the Secured Parties, on the terms and conditions more fully set forth in the Security Agreement;

WHEREAS, Medisearch and Antares, as Agent, entered into that certain Trademark Security Agreement, dated as of February 14, 2003 (the "Trademark Security Agreement"), which Trademark Security Agreement was recorded on March 3, 2003 in the United States Patent and Trademark Office, Trademark Division, at Reel 2682, Frame 0015; and

WHEREAS, pursuant to the Trademark Security Agreement, Medisearch granted to Antares, as Agent, a continuing security interest in all of Gaymar'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"), in each case, whether then existing or thereafter created or acquired:

- (1) each Trademark (as defined in the Security Agreement), 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 Medisearch 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.

WHEREAS, Antares has resigned as Agent under the Security Agreement and the Trademark Security Agreement and GENERAL ELECTRIC CAPITAL CORPORATION (“GE Capital”) has replaced Antares as Agent thereunder for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto hereby agree and confirm that:

1. Antares has ceased to be the Agent for the benefit of the Secured Parties under the Security Agreement and the Trademark Agreement;
2. GE Capital is now the Agent for the benefit of the Secured Parties under the Security Agreement and the Trademark Agreement;
3. Antares, as Agent’s first priority security interest in the Trademark Collateral and all of its interests, rights and obligations in, to and/or under the Trademark Security Agreement are hereby assigned and transferred to GE Capital as Agent for the benefit of the Secured Parties; and
4. the execution and delivery of this Assignment shall not in any way affect or modify the liability of Medisearch under the Security Agreement or the Trademark Security Agreement hereby assigned, it being understood and agreed that notwithstanding this Notice of Change of Agent – Trademark Security Agreement (this “Assignment”), all of the obligations of Medisearch under the Security Agreement and Trademark Security Agreement shall be and remain enforceable by GE Capital, as Agent, or by its successors and assigns in such capacity, against Medisearch.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

ANTARES CAPITAL CORPORATION, as
resigning Agent

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

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

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

Acknowledged and Agreed:

MEDISEARCH PR, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

ANTARES CAPITAL CORPORATION, as
resigning Agent

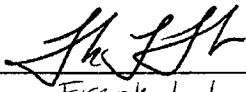
By: _____
Name: Carrie Goldfeder
Its: Duly Authorized Signatory

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

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

Acknowledged and Agreed:

MEDISEARCH PR, INC.

By: 
Name: Frank L. Lumbard
Title: CEO

Notice of Change of Collateral Agent -- Trademark Security Agreement (Medisearch)

SCHEDULE 1

REGISTERED TRADEMARKS

Mark	Application Number	Application Date	Registration Number	Registration Date
DUO GARD	76318483	09/27/2001	2716457	05/13/2003
PARADISE	76303674	08/22/2001	2640986	10/22/2002
DUO-THERM	76048756	05/15/2000	2492263	09/25/2001
HEELCARE	74348645	01/15/1993	1846175	07/19/1994
THERMACARE	74204079	09/16/1991	1767994	04/27/1993
PILLO PAD	73597229	05/06/1986	1449483	07/28/1987
T/PAD	73586049	03/04/1986	1439861	05/19/1987
MUL-T-PAD	73586050	03/04/1986	1439862	05/19/1987
SOF-CARE PLUS	73564785	10/24/1985	1426452	01/27/1987
MUL-T-BLANKET	73372510	07/01/1982	1279708	05/29/1984
THROMBO-GARD	73188886	10/11/1978	1155455	05/26/1981
CLIK-TITE	73132582	07/01/1977	1131699	03/11/1980

TRADEMARK APPLICATIONS

None