

**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
Arizant Healthcare Inc.		06/11/2009	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	2 Bethesda Metro Center
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Serial Number:	75609266	DISCOVER THE HEALING POWER OF WARMTH
Serial Number:	75426432	POLARAIR
Serial Number:	75088089	TOTAL TEMPERATURE MANAGEMENT
Serial Number:	74573124	241
Serial Number:	73798197	BAIR HUGGER
Serial Number:	75088042	BAIR HUGGER
Serial Number:	75088032	BAIR HUGGER
Serial Number:	74037176	BAIR HUGGER
Serial Number:	74410893	TOTAL TEMPERATURE MANAGEMENT
Serial Number:	75325138	
Serial Number:	75399338	RANGER
Serial Number:	75496746	BRIGHT IDEAS...THAT WORK
Serial Number:	78101218	WARMEX
Serial Number:	78119307	HI-PRO

CH \$565.00 75609266

**900136138**

**TRADEMARK  
 REEL: 004002 FRAME: 0500**

Serial Number:	78126601	SMARTHEAT
Serial Number:	78181345	BAIR PAWS
Serial Number:	78182217	BAIR PAWS
Serial Number:	78208512	ARIZANT
Serial Number:	78208505	ARIZANT HEALTHCARE
Serial Number:	78211822	ARIZANT
Serial Number:	78975509	ARIZANT
Serial Number:	78975510	ARIZANT

**CORRESPONDENCE DATA**

Fax Number: (312)577-8816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312.577.8034  
Email: oscar.ruiz@kattenlaw.com  
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
Address Line 1: 525 W. Monroe St.  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	215434-151
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	06/11/2009

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of June 11, 2009 by **ARIZANT HEALTHCARE INC.**, a Minnesota corporation ("Grantor") in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, in its capacity as administrative agent for the Lenders and the other Secured Parties party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor, the other Borrowers party thereto, Arizant Inc., as Borrower Representative on behalf of Borrowers, Grantee, Lenders and the other Secured Parties are parties to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrowers, including without limitation, Grantor by Lenders and the other Secured Parties;

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith by and among Grantor, the other Debtors party thereto and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders and the other Secured Parties, a security interest in substantially all of 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), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

ARIZANT HEALTHCARE INC., a Minnesota corporation

By: Marie B. Humbert  
Name: Marie B. Humbert  
Title: Senior Vice President, Finance, Treasurer, and Secretary

Agreed and Accepted as of the date written first above

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

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

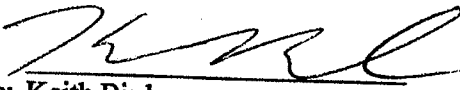
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

**ARIZANT HEALTHCARE INC.,** a Minnesota corporation

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

Agreed and Accepted as of the date written first above

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By:   
Name: Keith Bird  
Title: Duly Authorized Signatory

**Schedule 1 to Trademark Security Agreement**

See Attached.

U.S. Trademarks & Trademark Applications

Arizant Healthcare Inc.  
(by Matter Number)

Client/Matter	Country	Trademark	Status	Application No.	Application Date	Registration No.	Registration Date	Next Renewal Due	Intl. Class
8847-200AA	USA	DISCOVER THE HEALING POWER OF	Registered	75/609,266	12/11/1998	2513074	11/27/2001	11/27/2011 10	
8847-200AB	USA	WARMTH	Registered	75/426,432	1/30/1998	2238673	4/13/1999	4/13/2019 10	
8847-210	USA	POLARAIR	Registered	75/088,089	4/15/1996	2043564	3/11/1997	3/11/2017 10	
8847-213	USA	TOTAL TEMPERATURE MANAGEMENT	Registered	74/573,124	9/13/1994	1942376	12/19/1995	12/19/2015 10	
8847-215	USA	241 STYLIZED LETTERS	Registered	73/798,197	5/8/1989	1574673	1/2/1990	1/2/2010 10	
8847-216	USA	BAIR HUGGER	Registered	75/088,042	4/15/1996	2087204	8/12/1997	8/12/2017 10	
8847-225	USA	BAIR HUGGER & DESIGN	Registered	75/088,032	4/15/1996	2085579	8/5/1997	8/5/2017 10	
8847-226	USA	BAIR HUGGER & DESIGN	Registered	74/037,176	3/12/1990	1626928	12/11/1990	12/11/2010 10	
8847-228	USA	TOTAL TEMPERATURE MANAGEMENT	Registered	74/410,893	7/7/1993	1906420	7/18/1995	7/18/2015 10	
8847-231	USA	ARC DESIGN (to be cancelled 8/09)	Registered	75/325,138	7/16/1997	2271054	8/17/1999	8/17/2009 5.10	
8847-262	USA	RANGER	Registered	75/399,338	12/3/1997	2291495	11/9/1999	11/9/2009 10	
8847-265	USA	BRIGHT IDEAS... THAT WORK	Registered	75/496,746	6/5/1998	2255671	6/22/1999	6/22/2019 10	
8847-002002	USA	WARMTX	Registered	78/101,218	1/7/2002	2805758	1/13/2004	1/13/2014 5, 10	
8847-002003	USA	HI-PRO	Registered	78/119,307	4/3/2002	2933921	3/15/2005	3/15/2015 5, 10	
8847-002004	USA	SMARTHEAT	Registered	78/126,601	5/6/2002	2796136	12/16/2003	12/16/2013 10	
8847-002006	USA	BAIR PAWS	Registered	78/181,345	11/4/2002	2759070	9/2/2003	9/2/2013 10	
8847-002007	USA	BAIR PAWS & DESIGN	Registered	78/182,217	11/6/2002	2821181	3/9/2004	3/9/2014 10	
8847-002008	USA	ARIZANT	Registered	78/208,512	1/29/2003	2,953,241	5/17/2005	5/17/2015 5	
8847-002009	USA	ARIZANT HEALTHCARE	Registered	78/208,505	1/29/2003	2,891,926	10/5/2004	10/5/2014 5, 10	
8847-002010	USA	ARIZANT AND STAR DESIGN	Registered	78/211,822	2/6/2003	2,953,260	5/17/2005	5/17/2015 5	
8847-002026	USA	ARIZANT	Registered	78/975,509	1/29/2003	2900879	11/2/2004	11/2/2014 10	
8847-002028	USA	ARIZANT AND STAR DESIGN	Registered	78/975,510	2/6/2003	2900880	11/2/2004	11/2/2014 10	