

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
Foss Manufacturing Company, LLC  
11 Merrill Industrial Drive, P.O. Box 5000  
Hampton, New Hampshire 03843

Individual(s)                       Association  
 General Partnership            Limited Partnership  
 Corporation-State  
 Other: LLC  
Citizenship (see guidelines) Nevada  
Execution Date(s) July 1, 2009  
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**                       Yes  
Additional names, addresses, or citizenship attached?                       No  
Name: Wachovia Capital Finance Corporation (New England)  
Internal Address: \_\_\_\_\_  
Street Address: One Post Office Square, Suite 3600  
City: Boston  
State: MA  
Country: USA    Zip: 02109

Association Citizenship USA  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_                       Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

Assignment                                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Attached Exhibit A  
B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached?                       Yes     No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

**5. Name address of party to whom correspondence concerning document should be mailed:**  
Name: Susan O'Brien  
Internal Address: UCC Direct Services  
Street Address: 187 Wolf Road, Suite 101  
City: Albany  
State: NY    Zip: 12205  
Phone Number: 800-342-3676  
Fax Number: 800-962-7049  
Email Address: ols-udsalbany@wolterskluwers.com

**6. Total number of applications and registrations involved:**  0  16

**7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$415 -**  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card                                      Last 4 Numbers 5683  
Expiration Date 11/09

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name: \_\_\_\_\_

**9. Signature:** *Mercedes Farinas*                                      7/2/09  
Signature    Date  
Name of Person Signing    Mercedes Farinas

Total number of pages including cover sheet, attachments, and document.  0  21

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$365.00 2976431

**EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
BAC-KILL	Australian Reg. No. 826156	March 3, 2000	March 3, 2010
BAC-KILL	Japanese Reg. No. 4433427	November 17, 2000	November 17, 2010
BAC-STOP	Australian Reg. No. 849806	September 11, 2000	September 11, 2010
BAC-STOP	E.U. Reg. No. 1852086	March 20, 2002	September 13, 2010
CLASSIC IMPRESSIONS	Canadian Reg. No. TMA525073	March 16, 2000	March 16, 2015
CLASSIC IMPRESSIONS	E.U. Reg. No. 907634	December 15, 1999	August 11, 2008
CLASSIC IMPRESSIONS	Mexican Reg. No. 597082	January 07, 1999	January 7, 2009
DURALAST	Australian Reg. No. 847269	August 22, 2000	August 22, 2010
DURALAST	Brazilian Reg. No. 820647497	May 2, 2000	May 2, 2010
DURALAST	Canadian Reg. No. TMA509130	March 11, 1999	March 11, 2014
DURALAST	Canadian Reg. No. TMA614369	July 8, 2004	July 8, 2019
DURALAST	Mexican Reg. No. 782596	March 12, 2003	March 12, 2013
DURALAST	E.U. Reg. No. 776906	October 14, 1999	March 16, 2008
DURALAST	Swiss Reg. No. 507589	February 13, 2003	August 23, 2010

DURALAST	U.S. Reg. No. 2976431	July 26, 2005	July 26, 2011
ENVIRO-MAT	U.S. Reg. No. 1786846	August 10, 1993	August 10, 2013
FLASH FELT	Argentine Reg. No. 1869182	April 26, 2002	June 27, 2013
FLASH FELT	Australian Reg. No. 854011	October 18, 2000	October 18, 2010
FLASH FELT	Canadian Reg. No. TMA614504	July 9, 2004	July 9, 2019
FLASH FELT	E.U. Reg. No. 1914019	May 10, 2002	October 20, 2010
FLASH FELT	U.S. Reg. No. 2756638	August 26, 2003	August 26, 2009
FLASH FELT	Venezuelan Reg. No. 244853	June 27, 2003	
FOSS	Canadian Reg. No. TMA294735	September 7, 1984	September 7, 2014
FOSS	New Zealand Reg. No. B140939	March 1, 1982	March 1, 2017
FOSS	U.K. Reg. No. B1170790	March 3, 1982	March 3, 2013
FOSS	U.S. Reg. No. 2898868	November 02, 2004	November 2, 2010
FOSS-DURALAST	Canadian Reg. No. TMA527793	May 16, 2000	March 16, 2015
FOSS-DURALAST	E.U. Reg. No. 776880	October 14, 1999	March 16, 2008
FOSS-DURALAST (Stylized)	Brazilian Reg. No. 820627259	March 23, 2004	March 23, 2014
FOSSFORM	Australian Reg. No. 372307	March 2, 1982	March 2, 2013

FOSSFORM	Canadian Reg. No. TMA279624	May 20, 1983	May 20, 2013
FOSSFORM	U.K. Reg. No. B1170789	March 3, 1982	March 3, 2013
FOSSSHIELD	Argentine Reg. No. 1970480	February 16, 2004	February 16, 2014
FOSSSHIELD	Australian Reg. No. 834072	May 4, 2000	May 4, 2010
FOSSSHIELD	Australian Reg. No. 947389	March 18, 2003	March 18, 2013
FOSSSHIELD	Canadian Reg. No. TMA650066	October 11, 2005	October 11, 2020
FOSSSHIELD	E.U. Reg. No. 1642420	September 20, 2002	May 5, 2010
FOSSSHIELD	E.U. Reg. No. 3110657	January 17, 2005	March 18, 2013
FOSSSHIELD	Mexican Reg. No. 801520	July 24, 2003	July 24, 2013
FOSSSHIELD	U.S. Reg. No. 2918372	January 18, 2005	January 18, 2011
FOSSSHIELD Logo	Argentine Reg. No. 1970481	February 16, 2004	February 16, 2014
FOSSSHIELD Logo	Australian Reg. No. 947388	March 18, 2003	March 18, 2013
FOSSSHIELD Logo	Canadian Reg. No. TMA650557	October 17, 2005	October 17, 2020
FOSSSHIELD Logo	E.U. Reg. No. 3110641	August 24, 2004	March 18, 2013
FOSSSHIELD Logo	Mexican Reg. No. 801521	July 24, 2003	July 24, 2013
FOSSSHIELD Logo	U.S. Reg. No. 2918373	January 18, 2005	January 18, 2011

FOSSPLIT	Canadian Reg. No. TMA280389	June 17, 1983	June 17, 2013
FOSSTRETCH	Canadian Reg. No. TMA289060	March 23, 1984	March 23, 2014
KAFIO	Australian Reg. No. 780513	December 8, 1998	December 8, 2008
KAFIO	Canadian Reg. No. TMA537814	November 28, 2000	November 28, 2015
KAFIO	Mexican Reg. No. 611160	May 27, 1999	May 27, 2009
KAFIO Logo	E.U. Reg. No. 1023068	June 8, 2000	December 11, 2008
KID'S PACK	Canadian Reg. No. TMA548957	July 31, 2001	July 31, 2016
KID'S PACK	Mexican Reg. No. 611161	May 27, 1999	May 27, 2009
KUNIN FELTED WOOL	Australian Reg. No. 1067282	July 28, 2005	July 28, 2015
KUNIN FELTED WOOL	E.U. Reg. No. 4511648	July 3, 2006	June 27, 2015
KUNIN FELTED WOOL	Mexican Reg. No. 970474	January 29, 2007	January 29, 2017
MITE-KILL	Australian Reg. No. 847271	August 22, 2000	August 22, 2010
MITE-KILL	Mexican Reg. No.	January 31, 2001	January 31, 2011
MITE-STOP	Australian Reg. No. 826158	March 3, 2000	March 3, 2010
MITE-STOP	E.U. Reg. No. 1549674	August 8, 2001	March 3, 2010
NY-BAK	Canadian Reg. No. TMA334987	December 4, 1987	December 4, 2017

OZITE	U.S. Reg. No. 867,241	March 25, 1969	September 25, 2009
OZITE GRILL MAT	Australian Reg. No. 878435	June 7, 2001	June 7, 2011
OZITE GRILL MAT	Canadian Reg. No. TMA614284	July 7, 2004	July 7, 2019
OZITE GRILL MAT	E.U. Reg. No. 2247260	August 6, 2002	June 7, 2011
OZITE GRILL MAT	Mexican Reg. No. 892837	dated July 28, 2005	July 28, 2015
OZITE Logo	Australian Reg. No. 757177	March 12, 1998	March 12, 2018
OZITE Logo	Brazilian Reg. No. 820725145	February 26, 2002	February 26, 2014
OZITE Logo	Canadian Reg. No. TMA580324	April 30, 2003	April 30, 2018
OZITE Logo	E.U. Reg. No. 777045	November 19, 1999	March 16, 2018
OZITE Logo	U.S. Reg. No. 2325180	March 07, 2000	March 7, 2010
PRESTO-PADS (and design)	U.S. Reg. No. 1720368	September 29, 1992	September 29, 2012
RAINBOW CRAFT FUR PLUSH (and design)	U.S. Reg. No. 1750191	February 2, 1993	February 2, 2013
RAINBOW FELT	U.S. Reg. No. 1708360	August 18, 1992	August 18, 2012
RAINBOW FELT STICK-ONS (and design)	U.S. Reg. No. 1830311	April 12, 1994	April 12, 2014
SAFARI FELT	U.S. Reg. No. 1708263	August 18, 1992	August 18, 2012
SNOW FELT	Argentine Reg. No. 1869181	April 26, 2002	February 26, 2012

SNOW FELT	E.U. Reg. No. 1911007	May 10, 2002	October 20, 2010
SNOW FELT	Argentine Reg. No. 1869181	April 26, 2002	June 27, 2013
SNOW FELT	Australian Reg. No. 854012	October 18, 2000	October 18, 2010
SNOW FELT	Mexican Reg. No. 784635	March 25, 2003	March 25, 2013
SNOW FELT	U.S. Reg. No. 2756637	August 26, 2003	August 26, 2009
SNOW FELT	Venezuelan Reg. No. 244854	June 27, 2003	June 27, 2013
SSOFSHIELD	E.U. Reg. No. 1642438	July 30, 2001	May 5, 2010
STRATOS	Japanese Reg. No. 2205022	January 30, 1990	January 30, 2010

Trademark Application	Application/Serial Number	Application Date
ECO-FI	Canadian Application No. 1422,189	December 17, 2008
ECO FI	U.S. Application No. 77501909	June 18, 2008
ECO FI Logo	U.S. Application No. 77524015	July 16, 2008

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated July 1, 2009, is by and between Foss Manufacturing Company, LLC, a Nevada limited liability company ("Debtor"), with its chief executive office at 11 Merrill Industrial Drive, P.O. Box 5000, Hampton, New Hampshire 03843, and Wachovia Capital Finance Corporation (New England), a Massachusetts corporation ("Secured Party"), having an office at One Post Office Square, Suite 3600, Boston, Massachusetts 02109.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party has entered or is about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and between Secured Party and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

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

1. Grant of Security Interest. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in



Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. Obligations Secured. The security interest, lien and other interests granted to Secured Party, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations (as defined in the Loan Agreement).

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or

to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby any of the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to any of the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability or opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. Rights and Remedies. At any time an Event of Default (as defined in the Loan Agreement) exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively, or concurrently as Secured Party may deem expedient. No failure or delay on the part of Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

5. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Massachusetts, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Massachusetts.

(b) Debtor irrevocably consents and submits to the non-exclusive jurisdiction of the Suffolk County Superior Court of the State of Massachusetts and the United States District Court for the District of Massachusetts, whichever Secured Party may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION

SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Secured Party. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

6. Miscellaneous.

(a) All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	c/o Alinian Capital Group LLC
	1556 East Commercial Boulevard
	Oakland Park, Florida 33334
	Attention: A.J. Nassar
	Telephone No.: (954) 495-2040
	Telecopy No.: (954) 491-7281
with a copy to:	Seiler, Sautter, Zaden, Rimes & Weihe
	2850 North Andrews Avenue
	Fort Lauderdale, Florida 33311
	Attention: C. Christian Sautter, Esq.
	Telephone No.: (954) 568-7000
	Telecopy No.: (954) 566-7754
If to Secured Party:	Wachovia Capital Finance Corporation (New England)
	One Post Office Square
	Suite 3600
	Boston, Massachusetts 02109
	Attention: Portfolio Manager

	Telephone: (617) 338-1998
	Telecopier.: (617) 338-1497

(b) Notices and other communications to Secured Party hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Secured Party or as otherwise determined by Secured Party. Unless Secured Party otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 6(f) hereof. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(d) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized

officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

FOSS MANUFACTURING COMPANY, LLC

By: [Signature]

Title: CEO

WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND)

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

Title: \_\_\_\_\_

Trademark Collateral Assignment and Security Agreement

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

FOSS MANUFACTURING COMPANY, LLC

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

Title: \_\_\_\_\_

WACHOVIA CAPITAL FINANCE  
CORPORATION (NEW ENGLAND)

By: *[Signature]*

Title: *Vice President*

Trademark Collateral Assignment and Security Agreement

**EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF LICENSES**

Under that License Agreement dated July 20, 2007 (the "License"), between Debtor and Nexera Medical, Inc. ("Nexera"), Debtor granted Nexera the worldwide, exclusive, perpetual, irrevocable, royalty-free, fully paid up right and license to practice, the Foss Technology and to distribute the Designated Products in the Territory. Foss further granted Nexera the exclusive license to any other Intellectual Property acquired or purchased by or transferred or contributed to Foss after the Effective Date of the License. Capitalized terms have the meanings defined in the License.

**EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**SPECIAL POWER OF ATTORNEY**

STATE OF \_\_\_\_\_ )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that Foss Manufacturing Company, LLC, a Nevada limited liability company ("Debtor"), having an office at 11 Merrill Industrial Drive, P.O. Box 5000, Hampton, New Hampshire 03843, hereby appoints and constitutes, severally, Wachovia Capital Finance Corporation (New England) ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, by and between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: \_\_\_\_\_, 2009

FOSS MANUFACTURING COMPANY, LLC

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2009, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of FOSS MANUFACTURING COMPANY, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the member and/or managers of said limited liability company.

\_\_\_\_\_  
Notary Public