

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
180 Medical, Inc.		09/16/2009	CORPORATION: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC		
<b>Street Address:</b>	30 South Wacker, Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2939862	180° MEDICAL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-27		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		
Date:	09/16/2009		

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Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 16th day of September, 2009 by 180 MEDICAL, INC., an Oklahoma corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders parties to the Credit Agreement (defined below) (in such capacity, "Grantee"):

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

WHEREAS, Grantor, the financial institutions party thereto from time to time (together with their respective successors and assigns, "Lenders") and Grantee have entered into a certain Credit Agreement dated as of September 16, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the "Loans").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith between Grantor, certain Affiliates of Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon all or substantially all 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 Guarantee and Collateral 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 Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral 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 to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral 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 registered Trademark and Trademark application listed on Schedule A 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 such registered Trademark and Trademark application; and

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(ii) 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 each such registered Trademark and Trademark application, or (b) injury to the goodwill associated with each such registered Trademark and Trademark application.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**


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

**180 MEDICAL, INC.**, an Oklahoma corporation

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

Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By:   
Name: Faraaz Kamran  
Its: Director

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

180 MEDICAL, INC., an Oklahoma corporation

By: 

Name: Michael E. Najjar

Title: Vice President and Secretary

Agreed and Accepted

As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004062 FRAME: 0656**

**SCHEDULE A**

<b>Grantor</b>	<b>Trademark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
180 Holdings, Inc.	180 Medical (and design)	78-334,249	2,939,862	November 30, 2003	April 12, 2005
180 Holdings, Inc.	180 Medical (and design)	N/A	12,024,700 (Oklahoma)	N/A	December 16, 2003
180 Holdings, Inc.	180 Medical (and design)	N/A	12,020,234 (Oklahoma)	N/A	October 16, 2003