

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aaren Scientific, Inc.	FORMERLY O.I.I. International, Inc.	07/16/2009	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	4975 Preston Park Blvd., Ste 600
City:	Plano
State/Country:	TEXAS
Postal Code:	75093
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78927950	PAL
Serial Number:	77249927	LENS-PREP
Serial Number:	75610497	AQUA-SENSE
Serial Number:	75612738	HYDRO-VISC
Serial Number:	76033228	BIO-CLEAR
Serial Number:	74428666	OII
Serial Number:	76414621	BIOVUE
Serial Number:	78557193	IRISVUE

CORRESPONDENCE DATA

Fax Number: (314)259-2020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ncollora@bryancave.com
 Correspondent Name: Daniel A. Crowe
 Address Line 1: 211 North Broadway, Ste 3600

CH \$215.00 78927950

900143883

**TRADEMARK
 REEL: 004067 FRAME: 0380**

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER: 0212381

NAME OF SUBMITTER: Daniel A. Crowe

Signature: /Daniel A. Crowe/

Date: 09/24/2009

Total Attachments: 3

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FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This First Amendment to Patent and Trademark Security Agreement (“**Amendment**”), dated as of July 16, 2009 is made by and between AAREN SCIENTIFIC INC., a Nevada corporation, as successor by merger to O.I.I. International, Inc., a Delaware corporation having a business location at the address set forth below next to its signature (the “**Debtor**”), and Wells Fargo Bank, National Association (the “**Secured Party**”), acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature.

PRELIMINARY STATEMENTS

Pursuant to that certain Patent and Trademark Security Agreement (“**Security Agreement**”) entered into on September 27, 2007, O.I.I. International, Inc., a Delaware corporation (“**O.I.I.**”) and Secured Party, O.I.I. granted a security interest to Wells Fargo in certain Patents and Trademarks (as defined in the Security Agreement) described therein (the “**Secured Property**”).

Such Security Agreement was recorded within the records of the United States Patent and Trademark Office at Reel 020442, Frame 0621 on December 21, 2007.

Effective January 1, 2009 and pursuant to that certain Agreement and Plan of Merger dated November 13, 2008, O.I.I. has merged into Debtor (the “**Merger**”).

Secured Party and Debtor have agreed to amend to the Security Agreement to reflect the Merger pursuant to the terms and conditions set forth herein.

AGREEMENT

1. Preliminary Statements. The preliminary statements set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference. All terms defined in this Agreement and not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. Amendment to the Security Agreement. Debtor and Secured Party hereby agree that the Security Agreement is hereby amended and modified so that all references to “Debtor” or “O.I.I. International, Inc.” in the Security Agreement are hereby replaced and shall be deemed to refer to “Aaren Scientific Inc., a Nevada corporation, as successor by merger to O.I.I. International, Inc.”

3. Ratification. The parties hereto ratify and reaffirm that all terms, conditions and provisions of the Trademark Agreement and the Loan Documents remain in full force and effect except to the extent expressly modified by the terms of this Amendment. Debtor hereby represents and warrants to Secured Party that, as of the date of this Amendment, all of the

representations and warranties of Debtor in the Security Agreement are true and correct as of the date hereof

4. Miscellaneous. This Amendment will be binding upon and will inure to the benefit of the parties hereto and to their respective successors and assigns. This Amendment will be governed by and construed under the laws of the State of Texas. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. In the event of a conflict between or among the terms, covenants, conditions or provisions of this Amendment, the Credit Agreement, or any other Loan Document, as each may be amended, Secured Party may elect to enforce from time to time those provisions that would afford Secured Party the maximum financial benefits and security for the Indebtedness and/or provide Secured Party the maximum assurance of payment of the Indebtedness in full.

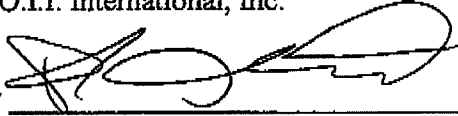
THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written above.

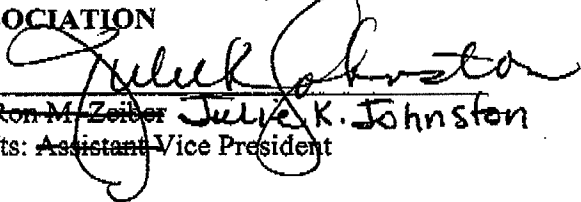
Aaren Scientific Inc.
4290 E. Brickell St.
Building A
Ontario, CA 91761

AAREN SCIENTIFIC INC.
a Nevada corporation, as successor by merger
to O.I.I. International, Inc.

By 
Rick Aguilera
Its President

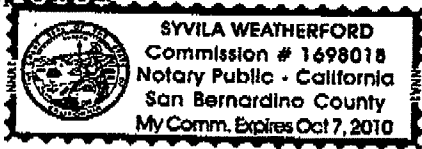
4975 Preston Park Blvd., Suite 600
Plano, Texas 75093

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By 
~~Ron M. Zeiber~~ Julie K. Johnston
Its: ~~Assistant~~ Vice President

STATE OF California)
))
))
COUNTY OF San Bernardino)

The foregoing instrument was acknowledged before me this 14 day of July, 2009, by Rick Aguilera, the President of Aaren Scientific Inc., a Nevada corporation, on behalf of the corporation.




Notary Public

STATE OF Texas)
))
))
COUNTY OF Collin)

The foregoing instrument was acknowledged before me this 16th day of July, 2009, by ~~Ron M. Zeiber~~ Julie K. Johnston, an Assistant Vice President of Wells Fargo Bank, National Association, on behalf of the national association.


Notary Public

