

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
O2 Partners, LLC		06/30/2009	LIMITED LIABILITY COMPANY: MAINE
RECEIVING PARTY DATA			
Name:	Peter Lunder		
Street Address:	Two Monument Square		
Internal Address:	c/o Kenilworth, LLC		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04101		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77309606	ORTHOLITE	
Registration Number:	2295211	ORTHOLITE	
CORRESPONDENCE DATA			
Fax Number:	(207)791-1350		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	207-791-1100		
Email:	trademark@pierceatwood.com		
Correspondent Name:	Gloria A. Pinza, Esq.		
Address Line 1:	One Monument Square		
Address Line 2:	Pierce Atwood LLP		
Address Line 4:	Portland, MAINE 04101-1110		
ATTORNEY DOCKET NUMBER:	22255-4020		
NAME OF SUBMITTER:	Gloria A. Pinza		

CH \$65.00 77309606

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**TRADEMARK
 REEL: 004075 FRAME: 0089**

Signature:	/Gloria A. Pinza/
Date:	10/07/2009
Total Attachments: 9 source=Trademark Security Agreement (W1546106)#page1.tif source=Trademark Security Agreement (W1546106)#page2.tif source=Trademark Security Agreement (W1546106)#page3.tif source=Trademark Security Agreement (W1546106)#page4.tif source=Trademark Security Agreement (W1546106)#page5.tif source=Trademark Security Agreement (W1546106)#page6.tif source=Trademark Security Agreement (W1546106)#page7.tif source=Trademark Security Agreement (W1546106)#page8.tif source=Trademark Security Agreement (W1546106)#page9.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of JUNE 30, 2009, and is by and between 02 Partners, LLC, a Maine (USA) limited liability company (the "Guarantor"), and Peter Lunder, of West Palm Beach, Florida (the "Secured Party").

RECITALS

WHEREAS, Secured Party has extended credit to Ortholite Group, Ltd. (the "Company"), an affiliate of Guarantor, which extension of credit has been guaranteed by Guarantor, pursuant to the terms of that certain Guaranty Agreement from Guarantor to Secured Party dated as of even or near even date herewith (including any amendments, extensions, modifications, renewals, replacements or substitutions thereto, the "Guaranty"); and

WHEREAS, to secure its obligations to Secured Party under the terms of the Guaranty, Guarantor wishes to grant a security interest in favor of the Secured Party as herein provided;

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

1. *Defined Terms.*

(a) Capitalized terms used herein and not otherwise defined herein have the respective meanings set forth in the Guaranty.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and *vice versa*, unless otherwise specified.

2. *Incorporation of Premises.* The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. *All Personal Property Assets Security Agreement.* The rights granted to Secured Party herein are in addition to, and not in lieu of, and shall not restrict or diminish in any way whatsoever, the rights granted to Secured Party under the terms of that certain Security Agreement dated as of even or near even date herewith by Guarantor in favor of Secured Party (the "Personal Property Security Agreement").

4. *Security Interest in Trademarks and Service Marks.* To secure the complete and timely payment, performance and satisfaction of all of the Guaranteed Obligations, Guarantor hereby grants to Secured Party a security interest in, with power of sale to the extent permitted by applicable law, all of Guarantor's rights and interests in the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Guarantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i) - (iv) in this Paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks.

5. *Restrictions on Future Agreements.* Guarantor will not, without Secured Party's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Guarantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect adversely affect the validity or enforcement of the rights transferred to Secured Party under this Agreement, or the rights associated with the Trademarks.

6. *No Other Liens.* Guarantor represents and warrants that no other liens, claims or security interests have been granted by Guarantor to any other person in the Trademarks, and no other liens, claims or security interests have been granted by Guarantor to any other person in the Trademarks.

7. *Royalties.* Guarantor hereby agrees that the use by Secured Party of the Trademarks as authorized hereunder in connection with the exercise of its remedies under Paragraph 15 shall be coextensive with Guarantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Secured Party to Guarantor.

8. *Right to Inspect; Further Assignment and Security Interests.* Secured Party may at all reasonable times (and at any time when a Default exists) have access to, examine, audit, make copies (at Guarantor's expense) and extracts from and inspect Guarantor's premises and examine Guarantor's books, records and operations relating to the Trademarks, including, without limitation, Guarantor's quality control processes; *provided that*, in conducting such inspections and examinations, Secured Party shall use reasonable efforts not to unnecessarily disturb the conduct of Guarantor's ordinary business operations. From and after the occurrence of a Default, Guarantor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such reasonable additional product quality controls as Secured Party or such conservator, in its sole and absolute judgment, may deem necessary to assure

maintenance of the quality of products sold by Guarantor under the Trademarks. Guarantor agrees (a) not to sell or assign its interest in, or grant any license under, the Trademarks without the prior and express written consent of Secured Party, (b) to maintain the quality of said products as of the date hereof, and (c) not to change the quality of such products in any material adverse respect without Secured Party's prior and express written consent.

9. *Termination of Secured Party's Security Interest.* This Agreement is made for collateral security purposes only. This Agreement and Secured Party's security interest in the Trademarks shall continue in full force and effect as long as any Guaranteed Obligations shall be owed to Secured Party. Upon payment in full of the Guaranteed Obligations, this Agreement shall terminate and Secured Party shall promptly execute and deliver to Guarantor, at Guarantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Secured Party's security interest in the Trademarks, subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement.

10. *Duties of Guarantor.* Guarantor shall have the duty, to the extent desirable in the normal conduct of Guarantor's business, to: prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, and make application for trademarks or service marks. Guarantor further agrees not to abandon any Trademark without the prior written consent of Secured Party, to file renewals of all Trademarks when required, file all instruments and documents required to register any Trademark in other jurisdictions when the nature of its business so requires, and to use its best efforts to maintain in full force and effect the Trademarks that are or shall be necessary or, in Guarantor's commercial judgment, economically desirable in the operation of Guarantor's business. Any expenses incurred in connection with the foregoing shall be borne by Guarantor.

11. *Default.* The occurrence of any of the following constitutes a default under this Agreement (each a "Default"):

- (a) Any failure by Guarantor to pay or perform any or all of its duties hereunder, under the Guaranty or under the Personal Property Security Agreement;
- (b) Any violation of any of the representations, warranties or covenants of the Guarantor contained herein; or
- (c) Any failure by Guarantor to perform its duties as set forth herein.

12. *Secured Party's Right to Sue.* From and after the occurrence of a Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Secured Party shall commence any such suit, Guarantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement. Guarantor shall, upon demand, promptly reimburse Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Secured Party).

13. *Waivers.* Secured Party's failure, at any time or times hereafter, to require strict performance by Guarantor of any provision of this Agreement shall not waive, affect or diminish any right of Secured Party thereafter to demand strict compliance and performance therewith, nor shall any course of dealing between Guarantor and Secured Party have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Guarantor contained in this Agreement shall be deemed to have been suspended or waived by Secured Party unless such suspension or waiver is in writing signed by an officer of Secured Party and directed to Guarantor specifying such suspension or waiver.

14. *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. *Modification.* This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

16. *Cumulative Remedies: Power of Attorney.* All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. From and after the occurrence of a Default and the giving of written notice by Secured Party to Guarantor of Secured Party's intention to enforce its rights and claims against Guarantor, Guarantor hereby irrevocably designates, constitutes and appoints Secured Party (and all persons designated by Secured Party in its sole and absolute discretion) as Guarantor's true and lawful attorney-in-fact, and authorizes Secured Party and any of Secured Party's designees, in Guarantor's or Secured Party's name, from and after the occurrence of a Default, to (a) endorse Guarantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademarks, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (d) take any other action with respect to the Trademarks as Secured Party in good faith deems in its best interest. Guarantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated in accordance with Paragraph 9. Guarantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Guaranty and other Financing Documents, but rather is intended to facilitate the exercise of such rights and remedies. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

17. *Successors and Assigns.* This Agreement shall be binding upon Guarantor and its successors and assigns, and shall inure to the benefit of Secured Party and its successors and assigns. Guarantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession; *provided, however,* that Guarantor shall not voluntarily assign or transfer its rights or obligations hereunder without Secured Party's prior written consent.

18. *Governing Law and Consent to Jurisdiction.* THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MAINE WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES. Guarantor agrees that any action or claim arising out of, or any dispute in connection with, this Agreement, the Guaranty or any related document as to which it is a party, any rights, remedies, obligations, or duties hereunder or under the Guaranty or any related document as to which it is a party, or the performance or enforcement hereof or thereof, shall be brought in the courts of the State of Maine or any federal court sitting therein and consents to the exclusive jurisdiction of such court and to service of process in any such suit being made upon Guarantor in accordance with the notice provisions specified in the Line of Credit Promissory Note from the Company to the Secured Party of even or near even date (the "Note"). Guarantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

19. *Notices.* Unless otherwise required by law, all notices and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or given by first class mail. Any such notice shall be deemed effective on the earlier of (a) the time when such notice is actually received or (b) the third day following its deposit in the United States mail, postage prepaid and addressed as follows:

If intended for Guarantor, to:
02 Partners, LLC
Attn: Glenn A Barrett
9 Research Drive
Amherst, MA 01002
Fax: 413-253-7649

If intended for Secured Party, to:
Peter Lunder
c/o Kenilworth, LLC
Two Monument Square
Portland, ME 04101
Fax: 207-775-7676

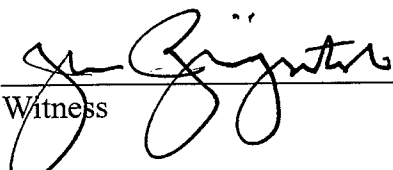
20. *Secured Party's Duty.* Secured Party shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, Secured Party shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Guarantor and added to the Guaranteed Obligations secured hereby.

21. *Waiver of Jury Trial.* SECURED PARTY AND GUARANTOR EXPRESSLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS, WHETHER ARISING UNDER THE UNITED STATES OR ANY STATE CONSTITUTION, ANY RULES OF CIVIL PROCEDURE, COMMON LAW OR OTHERWISE, TO DEMAND A TRIAL BY JURY IN ANY ACTION, LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR THE FINANCING DOCUMENTS, ANY AGREEMENTS ARISING UNDER OR RELATING TO THIS AGREEMENT, ANY COLLATERAL SECURING THE OBLIGATIONS, OR THE DEALINGS OR RELATIONSHIPS BETWEEN OR AMONG SECURED PARTY AND GUARANTOR, OR ANY OF THEM. NEITHER SECURED PARTY NOR GUARANTOR, INCLUDING ANY ASSIGNEE OR SUCCESSOR OF SECURED PARTY OR GUARANTOR, SHALL SEEK A JURY TRIAL IN ANY SUCH ACTION. NEITHER SECURED PARTY NOR GUARANTOR SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION WHEN A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER SECURED PARTY NOR GUARANTOR HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

22. *Miscellaneous.* The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Guarantor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Guarantor acknowledges receipt of a copy of this Agreement.

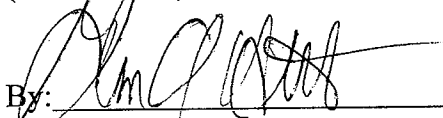
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK/
SIGNATURES FOLLOW ON NEXT PAGE]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.



Witness

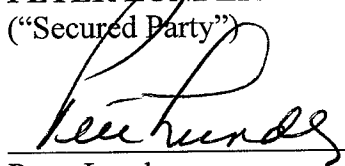
O2 PARTNERS, LLC
("Guarantor")


By: _____
Name: Glenn A. Barrett
Title: Chief Executive Officer



Witness

PETER LUNDER
("Secured Party")



Peter Lunder

Schedule A

Registered Trademarks

Mark	Country	Registration No.	Date of Registration	Application No.	Date of Filing
ORTHOLITE	Brazil			829577874	February 12, 2008
ORTHOLITE	Brazil			829577882	February 12, 2008
ORTHOLITE	Brazil			829577890	February 12, 2008
ORTHOLITE	Canada	TMA561,869	May 13, 2002		
ORTHOLITE	Canada			1,374,595	December 4, 2007
ORTHOLITE	China	1791744	June 21, 2002		
ORTHOLITE	China			2001088254	May 28, 2001
ORTHOLITE	China	International Registration 944 584	Extension of Protection (i.e. Country Registration) Pending		November 14, 2007
ORTHOLITE	European Community	002223220	August 6, 2002		
ORTHOLITE	European Community	International Registration 944 584	November 14, 2007		
ORTHOLITE	India			1634083	December 24, 2007
ORTHOLITE	Indonesia			D00 2008 006353	February 25, 2008
ORTHOLITE	Indonesia			D00 2008 006354	February 25, 2008
ORTHOLITE	Indonesia			D00 2008 006356	February 25, 2008
ORTHOLITE	Japan	International Registration 945 036	November 14, 2007		

Mark	Country	Registration No.	Date of Registration	Application No.	Date of Filing
ORTHOLITE	Korea, Republic of			40-2009-15256	April 2, 2009
ORTHOLITE	Mexico	1073869	November 23, 2008		
ORTHOLITE	Mexico			943267	June 25, 2008
ORTHOLITE	Mexico			943268	June 25, 2008
ORTHOLITE	Taiwan	1321388	August 1, 2008		
ORTHOLITE	Taiwan	1011952	August 16, 2002		
ORTHOLITE	Thailand	TM288298	October 28, 2008		
ORTHOLITE	Thailand			680498	November 27, 2007
ORTHOLITE	Thailand			680500	November 27, 2007
ORTHOLITE	U.S.A.	2,295,211	November 30, 1999		
ORTHOLITE	U.S.A.			77/309,606 (Division of Application Pending)	October 22, 2007
ORTHOLITE	Vietnam	International Registration 945 036	Extension of Protection (i.e. Country Registration) Pending		November 14, 2007