

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest in Trademark Collateral Recorded at Reel 003725, Frame 0091

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
A.C. Corporation		12/18/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	500 Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1577597	CANAL MASTER
Registration Number:	1851403	NAVIFLEX NT
Registration Number:	1895007	DIALITE
Registration Number:	1941313	E-CUTTER
Registration Number:	2229400	OPTIPOST
Registration Number:	3151862	PNEUMICRO
Registration Number:	3095263	DURACUT
Registration Number:	3207707	ET
Registration Number:	1393791	

**CORRESPONDENCE DATA**

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: jhannon@kslaw.com  
 Correspondent Name: James M. Hannon

**900150328**

**TRADEMARK  
 REEL: 004117 FRAME: 0823**

**OP \$240.00 1577597**

Address Line 1: 1180 Peachtree Street  
Address Line 2: King & Spalding LLP  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	15009.009001
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	12/18/2009

**Total Attachments: 3**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 18, 2009 (hereinafter, this "IP Security Agreement Assignment"), by A.C. CORPORATION, a Delaware corporation, as resigning administrative agent (the "Assignor") to GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as successor administrative agent (hereinafter, the "Assignee");

WHEREAS, the Assignor acquired a security interest in Trademark Collateral, as defined in that certain Intellectual Property Security Agreement dated as of February 12, 2008 (the "IP Security Agreement"), between BRASSELER USA, INC. (the "Grantor") and the Assignor, in its capacity as Administrative Agent (as defined in the Credit Agreement dated as of February 12, 2008 (as amended, restated, or otherwise modified from time to time (the "Credit Agreement"))) for the Lenders (as defined in the Credit Agreement);

WHEREAS, the IP Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office (the "USPTO") on February 20, 2008, on Reel 003725, Frame 0091, against the Trademark Collateral, including the U.S. registered trademarks and trademark applications listed on Schedule 1 attached hereto;

WHEREAS, the IP Security Agreement was re-recorded in the Assignment Division of the USPTO to correct the name of the assignor on the recordation from Brasseler U.S.A. Medical, LLC to Brasseler USA, Inc. on February 27, 2008, on Reel 003727, Frame 0657, against the Trademark Collateral, including the U.S. registered trademarks and trademark applications listed on Schedule 1;

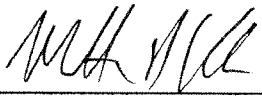
WHEREAS, pursuant to that certain Resignation of Administrative Agent, Appointment of Successor Administrative Agent and Omnibus Amendment to the Loan Documents regarding resignation and appointment of Administrative Agent (the "Resignation Agreement"), dated as of December 18, 2009, between PETER BRASSELER HOLDINGS, LLC, the Grantor and other persons designated as "Credit Parties" and "Lenders" on the signature pages thereof, the Assignor, and the Assignee, the Assignor resigned as Administrative Agent and the Assignee was appointed as successor Administrative Agent thereunder; and

WHEREAS, the Assignor is desirous of assigning and the Assignee is desirous of acquiring said security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor by these presents does assign and transfer unto the Assignee the full, exclusive and entire right, title, and interest in and to any and all liens and security interests in the Trademark Collateral including, but not limited to, the those trademarks and trademark applications listed on Schedule 1.


IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property Security Agreement to be executed by its duly authorized officer on the date first set forth above.

A.C. CORPORATION,  
as Assignor

By:   
Name: Matthew D. Kelty  
Title: Principal

**SCHEDULE 1  
TO THE  
ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. U.S. Registered Trademark**

<b><u>Trademark</u></b>	<b><u>Registration #</u></b>	<b><u>Registration Date</u></b>
CANAL MASTER	1,577,597	1/16/1990
NAVIFLEX NT	1,851,403	8/30/1994
DIALITE	1,895,007	5/23/1995
E-CUTTER	1,941,313	12/12/1995
OPTIPOST	2,229,400	3/2/1999
PNEUMICRO	3,151,862	10/3/2006
DURACUT	3,095,263	5/23/2006
ET	3,207,707	2/13/2007
	1,393,791	5/20/1986

**II. U.S. Trademark Applications for Registration**

None.