

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MORTGAGE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Contech Medical, Inc.	FORMERLY Contech Packaging, Inc.	12/17/2009	CORPORATION: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Washington Trust Company		
<b>Street Address:</b>	23 Broad Street		
<b>City:</b>	Westerly		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02891		
<b>Entity Type:</b>	Rhode Island state chartered financial institution: RHODE ISLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2443342	GRIDLOCK	
Registration Number:	2484371	CONTECH	
Registration Number:	2475036	CONTECH	
Registration Number:	2475038	CONTECH	
Registration Number:	2475040	CONTECH	
Registration Number:	3289780	E-Z LOAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(401)272-5858		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4012725800		
<b>Email:</b>	jkelly@nadeausimmons.com		
<b>Correspondent Name:</b>	Nadeau & Simmons, P.C.		
<b>Address Line 1:</b>	56 Pine Street		
<b>Address Line 4:</b>	Providence, RHODE ISLAND 02903		

**OP \$165.00 2443342**

NAME OF SUBMITTER:	James V. Kelly
Signature:	/James V. Kelly/
Date:	12/28/2009
Total Attachments: 4 source=contech.trademarkmtg121709#page1.tif source=contech.trademarkmtg121709#page2.tif source=contech.trademarkmtg121709#page3.tif source=contech.trademarkmtg121709#page4.tif	

## TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 17th day of December, 2009, by and between **Contech Medical, Inc.**, formerly known as Contech Packaging, Inc., a Rhode Island corporation with its principal place of business and mailing address at 99 Hartford Avenue, Providence, Rhode Island 02909 (the "Grantor"), and **The Washington Trust Company**, a Rhode Island state chartered financial institution having its principal place of business at 23 Broad Street, Westerly, Rhode Island 02891 (the "Grantee").

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

WHEREAS, the Grantor and the Grantee are parties to a certain Revolving Line of Credit and Term Loan Agreement (the "Loan Agreement"), dated as of even date herewith;

WHEREAS, in connection with the Loan Agreement the Grantor has executed and delivered to Grantee a certain \$1,000,000.00 Line of Credit (Demand) Promissory Note, and a certain \$850,000.00 Term Promissory Note (hereinafter collectively the "Note");

WHEREAS, in order to secure the Note the Grantor executed and delivered to the Grantee, *inter alia*, a certain Security Agreement dated as of even date herewith, and a certain Trademark Collateral Assignment dated as of even date herewith (hereinafter collectively the "Security Documents"), granting the Grantee a security interest in all assets of the Grantor, including, without limitation, the Trademarks (as defined below);

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, Grantor and Grantee agree as follows:

1. Incorporation of Security Documents; Security Documents Definitions. The Security Documents and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Documents.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, for the benefit of Grantee, and hereby reaffirms its prior grant, pursuant to the Security Documents of a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Documents), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future

infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the Trademark (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Grantor. If, before the Obligations shall have been satisfied in full and the Security Documents have been terminated, Grantor shall obtain any new federally registered Trademarks, Grantor shall give Grantee prompt written notice thereof. Grantor hereby agrees that, upon Grantee's written request, Grantor will execute and deliver to Grantee one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Grantor.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Security Documents have been terminated in accordance with their terms.

5. Effect on Other Agreements; Cumulative Remedies. Grantor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Grantee under the Loan Agreement or the Security Documents but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Grantee with respect to the Trademarks, whether established hereby, by the Loan Agreement, by the Security Documents, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee and its successors and assigns.

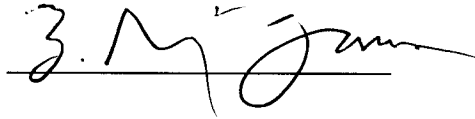
7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE RHODE ISLAND UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF RHODE ISLAND, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.


IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

Grantor:

WITNESS:

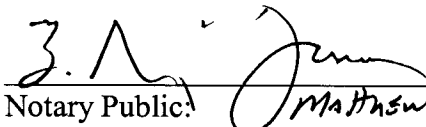
Contech Medical, Inc.

  
\_\_\_\_\_

  
By: \_\_\_\_\_  
Raymond A. Byrnes, President

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

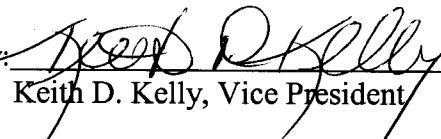
On the 17<sup>th</sup> day of December, 2009, before me personally appeared the above-named Raymond A. Byrnes, as President of Contech Medical, Inc., a Rhode Island corporation, to me known and known by me (or satisfactorily proven by a current document issued by a federal or state government agency bearing the photographic image of the above named signatory's face and signature) to be the party executing the foregoing instrument on behalf of said corporation and he acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said corporation.

  
Notary Public: \_\_\_\_\_  
My Commission Expires: 6/19/12

Accepted and Agreed to as of the date first written above:

Grantee:

The Washington Trust Company

By:   
\_\_\_\_\_   
Keith D. Kelly, Vice President

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**Schedule A**

to a Trademark Mortgage dated December 17, 2009, from Contech Medical, Inc. to The  
Washington Trust Company

<b><u>Mark No.</u></b>	<b><u>Country</u></b>	<b><u>Registration Date</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
2,443,342	USA	04/10/2001	GRIDLOCK > TYPED DRAWING	Registered
2,484,371	USA	09/04/2001	CONTECH > STYLIZED FORM	Registered
2,475,036	USA	08/07/2001	CONTECH > TYPED DRAWING	Registered
2,475,038	USA	08/07/2001	CONTECH > STYLIZED FORM	Registered
2,475,040	USA	08/07/2001	CONTECH > TYPED DRAWING	Registered
3,289,780	USA	09/11/2007	E-Z LOAD > Standard Character Mark	Registered