

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
Global Surgical Corporation		10/31/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FB Commercial Finance, Inc.
Street Address:	135 North Meramec Avenue
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63122
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1134534	MAXI
Registration Number:	1265600	URBAN SERVING SCIENCE AND INDUSTRY.
Registration Number:	1303555	QUADRASCOPE
Registration Number:	1456476	MB DESIGN COMPANY
Registration Number:	1477527	SMR
Registration Number:	1546109	URBAN
Registration Number:	1566973	APEX
Registration Number:	1660702	SURGISCOPE
Registration Number:	1740544	ULTRA-SOURCE
Registration Number:	1761224	SOLARLITE
Registration Number:	1935656	MID-MAX
Registration Number:	1936838	VARIFIELD ILLUMINATION
Registration Number:	1955863	URBAN MICROBALANCE

CORRESPONDENCE DATA

900152534

**TRADEMARK
 REEL: 004134 FRAME: 0319**

CH \$340.00 1134534

Fax Number: (202)298-7570
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-625-3538
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Correspondent Name: Allen Rose / Katten Muchin Rosenman LLP
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Address Line 2: Suite 200
Address Line 4: Washington, DISTRICT OF COLUMBIA 20024

ATTORNEY DOCKET NUMBER:	215137-00009
NAME OF SUBMITTER:	Allen Rose
Signature:	/allen rose/
Date:	01/20/2010

Total Attachments: 9

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PATENT, TRADEMARK AND LICENSE COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Assignment") is made as of the 31st day of October, 2001 by and between FB COMMERCIAL FINANCE, INC., a Missouri corporation ("Lender") with an office located at 135 North Meramec Avenue, St. Louis, MO 63105, and GLOBAL SURGICAL CORPORATION, a Delaware corporation ("Assignor"), with an office at 3610 Tree Court Industrial Blvd., St. Louis, MO 63122.

WITNESSETH:

WHEREAS, pursuant to the terms of a certain Credit and Security Agreement, dated as of October 31, 2001 (the "Credit Agreement") by and between Lender and Assignor, Assignor has mortgaged, pledged and granted to Lender a lien on and security interest in substantially all of Assignor's assets, including all right, title and interest of Assignor in and to all of Assignor's patents, tradenames, trademarks and licenses, whether presently existing or hereafter arising or acquired, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the patents, trademarks and licenses, to secure the payment of all amounts owing by Assignor under the Credit Agreement;

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, Assignor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and all the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Assignment of Patents, Tradenames, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Credit Agreement):

A. Assignor hereby grants, assigns and conveys to Lender, by way of Collateral Security, the entire right, title and interest of Assignor in and to all of the following, whether now owned or existing and filed or hereafter acquired and filed:

(i) Assignor's patents and patent applications, whether United States or foreign, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (c) subject to the provisions of paragraph 11, the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and

applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) Assignor's technical information and know-how relating to processes, procedures, inventions, machines or trade secrets used in connection with the Patents;

(iii) Assignor's license agreements relating to or involving any of the Patents or technical information described in clauses (A)(i) or (A)(ii) with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Loan Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Patent Licenses"); and

B. Assignor hereby grants, assigns and conveys to Lender a security interest in the following property:

(i) Assignor's tradenames, trademarks, trademark registrations, service marks, service mark registrations, and trademark and service mark applications, including, without limitation, the tradenames, trademarks, service marks and registrations and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) all of the goodwill of Assignor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (a)-(d) (all of the foregoing tradenames, trademarks, trademark registrations, service marks, service mark registrations and applications, together with the items described in clauses (a)-(e) are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) Assignor's license agreements relating to or involving any of the trademarks, service marks, tradenames or other items described in clause (B)(i) with any other entity, whether Assignor is a licensor or licensee under any such license agreement, including without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Credit Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

3. Restrictions on Future Agreements. Assignor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Lender's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Assignment.

4. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Patent Licenses Trademarks and Trademark Licenses, listed on Schedules A, B, and C, respectively, constitute all of the issued patents and patent applications tradenames, trademarks, service marks, registered trademarks, registered service marks, applications, and licenses now owned by Assignor. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new patent, tradename, trademark, service mark, registration, application, license or license renewal (collectively, the "Future Rights"), the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Lender prompt written notice thereof. Assignor hereby authorizes Lender to modify this Assignment by amending Schedules A, B or C, as applicable, to include any Future Rights. Assignor agrees to execute all documents necessary to record or preserve Lender's interest in all Future Rights added to Schedules A, B or C pursuant to this paragraph 4.

5. Royalties. Assignor hereby agrees that the rights to use by Lender of each Patent and Patent License as described above shall be as extensive as the rights of Assignor to use such Patent or Patent License and without any liability for royalties or other related changes from Lender to Assignor, subject, however, to the provisions of paragraph 7.

6. Term. The term of the assignment of the various interests granted herein shall extend until the earlier of (i) the expiration, abandonment or disclaimer, as the case may be, of each of the respective Patents, Patent Licenses, Trademarks and Trademark Licenses assigned hereunder, or (ii) the date on which the Obligations have been satisfied in full and the Credit Agreement has been terminated.

7. Grant of License to Assignor. Until the occurrence of and during the continuation of an "Event of Default" (as defined in the Credit Agreement), unless such Event of Default has been waived by Lender, Lender hereby grants to Assignor the exclusive, nontransferable worldwide right and license to exercise Lender's rights under the Patent Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents. So long as such right and license shall exist, Lender shall not exercise any right under or with respect to any Patent or Patent License except as provided in paragraph 11 hereof. Assignor agrees not to sell, assign or encumber its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7, without the prior written consent of Lender. From and after the occurrence of an "Event of Default" (as defined in the Credit Agreement) and upon notice by Lender to Assignor, Assignor's license with respect to the Patents and Patent Licenses as set forth in this paragraph 7 shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party

under the Uniform Commercial Code as enacted in any jurisdiction in which Assignor's records concerning the Patents or Patent Licenses may be located.

8. Assignor's Right to Use Trademarks and Trademark Licenses. Until the occurrence of and during the continuation of an "Event of Default" (as defined in the Credit Agreement), unless such Event of Default has been waived by Lender, Assignor reserves the exclusive right, subject to Lender's security interest, to own and use the Trademarks and to exercise all rights derived from the Trademark Licenses. Assignor agrees to undertake all necessary acts to maintain and preserve the Trademarks and the rights under the Trademark Licenses, including, but not limited to, (i) filing affidavits of use and incontestability, where applicable, under §§ 8 and 15 of the Lanham Act (15 U.S.C. §§ 1058, 1065), (ii) filing renewal applications, and (iii) initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who in the reasonable discretion of Assignor seriously threaten the rights of Assignor in or the validity of the Trademarks, provided, however, that Assignor shall not be required to undertake any specific necessary act described in this sentence so long as it obtains Lender's prior written approval, which shall not be unreasonably withheld. Assignor agrees not to sell, assign or encumber its interest in, or grant any licenses under, the Trademarks or Trademark Licenses without the prior written consent of Lender. From and after the occurrence of an Event of Default and upon notice by Lender to Assignor, Assignor's exclusive rights to own and use the Trademarks and Trademark Licenses as set forth in this paragraph 8 shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Assignor's records concerning the Trademarks or Trademark Licenses may be located.

9. Reassignment to Assignor. Upon satisfaction in full of the Obligations and termination of the Credit Agreement, Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to reinvest in Assignor full title to the Patents, Patent Licenses, Trademarks and Trademark Licenses, subject to any disposition thereof, after an Event of Default, which may have been made by Lender pursuant hereto or pursuant to the Credit Agreement.

10. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents and any application for registration of any trademark or service mark pending as of the date hereof or thereafter until termination of the Credit Agreement, (ii) to make application on the Assignor's unpatented but patentable inventions and for Assignor's trademarks and service marks, as is appropriate in the Assignor's good faith judgment, and (iii) to use its best efforts to preserve and maintain all rights in patent applications of the Patents, and in Trademarks, provided, however, that Assignor shall not be required to take any specific action described in this sentence so long as it obtains Lender's prior written approval, which shall not be unreasonably withheld. Any expenses incurred in connection with such applications shall be borne by the Assignor. In any suit to enforce any Patent License, Trademark License, Patent or Trademark, Lender shall, at the expense and request of Assignor, join, to the extent necessary, as a plaintiff and do any and all lawful acts and execute any and all proper documents reasonably required by Assignor in connection with such suit.

11. Lender's Right to Sue. At any time after the occurrence and during the continuance of an "Event of Default" (as defined in the Credit Agreement), Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Patent Licenses, Trademark Licenses, and Trademarks and, if Lender shall commence any such suit, Assignor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this paragraph 11.

12. Waivers. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Assignment 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 thereof, 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 Assignment in any jurisdiction.

14. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Effect on Credit Agreement. All of Lender's rights and remedies with respect to the Patents, Patent Licenses, Trademarks and Trademark Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor and Lender acknowledge and agree that this Assignment is not intended to limit, restrict or expand in any way the rights and remedies of Lender under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

16. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors and assigns.

17. Governing Law. This Assignment shall be governed by and construed in accordance with the internal substantive laws of the State of Missouri.

18. Conflict of Terms. Except as otherwise explicitly provided in this Assignment, if any provision contained in this Assignment is in conflict with or inconsistent with any provision in the Credit Agreement, the provisions contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.

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

GLOBAL SURGICAL CORPORATION

By: *Jeremy Garbutt*
Name: _____
Title: _____

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS) SS.

The foregoing Patent, Trademark and License Collateral Assignment and Security Agreement was executed and acknowledged before me this 30th day of October, 2001, by Jeremy Garbutt, personally known to me to be the President of Global Surgical Corporation, a Delaware corporation, on behalf of such corporation.

Laurie K. Walters
Notary Public

My Commission expires:

LAURIE K WALTERS
Notary Public - Notary Seal
STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. AUG. 27, 2005

Agreed and Accepted as of this 30 day of October, 2001.

FB COMMERCIAL FINANCE

By: *Gregg Hettel*
Name: GLENN HETTEL
Title: VICE PRESIDENT

SCHEDULE A
TO
PATENT, TRADEMARK AND LICENSE
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Description</u>
4,227,131	10/7/80	Automatic return for patient chair
4,267,490	5/12/81	Binary switching control circuit for electrically adjustable patient chair
4,274,070	6/16/81	Proximity instant-on switch for medical and dental instruments
4,668,057	5/26/87	Counter-balancing microscope assembly
4,688,907	8/25/87	System providing three identical optical paths and adapted for a microscope
4,938,575	7/3/90	Microscope system and attachment
5,052,789	10/1/91	Multi-user microscope with orientation adjustment and method
5,299,053	3/29/94	Variable shutter illumination system for microscope
5,642,220	6/24/97	Microscope balance compensator
5,790,306	8/4/98	Microscope beamsplitter
6,257,730	7/10/01	Drape for a surgical microscope with anti-halation window

SCHEDULE B

TO

PATENT, TRADEMARK AND LICENSE
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Trademarks

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
1,134,534	5/6/80	Maxi
1,265,600	1/31/84	Urban Serving Science and Industry (and design)
1,303,555	11/6/84	Quadrscope
1,456,476	9/8/87	Maxi
1,460,676	10/13/87	US-1
1,477,527	2/23/88	SMR
1,546,109	7/4/89	Urban
1,566,973	11/21/89	Apex (stylized)
1,660,702	10/15/91	Surgiscope
1,740,544	12/15/ 92	Ultra-source
1,761,224	3/30/93	Solarlite
1,935,656	11/14/95	Mid-Max
1,936,838	11/21/95	Varifield illumination
1,955,863	2/13/96	Urban Microbalance

SCHEDULE C
TO
PATENT, TRADEMARK AND LICENSE
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Licenses

<u>Party</u>	<u>Date</u>	<u>Description</u>
Microtek Medical, Inc.	3/16/98	License Agreement relating to U.S. Patent No. 6,257,730, issued July 10, 2001

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