

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Bank Business Capital, Inc.	FORMERLY FB Commercial Finance, Inc.	12/16/2009	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	FirstMeritBank, N.A.
Street Address:	III Cascade Plaza
Internal Address:	CAS 80
City:	Akron
State/Country:	OHIO
Postal Code:	44308
Entity Type:	National Association: OHIO

PROPERTY NUMBERS Total: 14

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:	1460676	US-1
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

CH \$365.00 1134534

Registration Number: 1955863 URBAN MICROBALANCE

CORRESPONDENCE DATA

Fax Number: (202)298-7570
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-625-3500
Email: allen.rose@kattenlaw.com
Correspondent Name: Allen Rose / Katten Muchin Rosenman LLP
Address Line 1: 2900 K Street NW
Address Line 2: Suite 200
Address Line 4: Washington, DISTRICT OF COLUMBIA 20007-5118

ATTORNEY DOCKET NUMBER: 215137-00009

NAME OF SUBMITTER: Allen Rose

Signature: /allen rose/

Date: 01/20/2010

Total Attachments: 9

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AMENDMENT AND ASSIGNMENT OF PATENT, TRADEMARK AND LICENSE
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Amendment and Assignment of Patent, Trademark and License Collateral Assignment and Security Agreement dated as of December 16, 2009 (this "*Amendment and Transfer Agreement*"), is made by and among First Bank Business Capital, Inc. (formerly known as FB Commercial Finance, Inc.), as assignor (the "*Assignor*"), FirstMerit Bank, N.A., as assignee (the "*Assignee*"), and Global Surgical Corporation, a Delaware corporation ("*Borrower*").

RECITALS

WHEREAS, Borrower executed that certain Patent, Trademark and License Collateral Assignment and Security Agreement dated as of October 31, 2001 (as amended, supplemented or otherwise modified to date, the "*Collateral Agreement*") in favor of Assignor pursuant to a certain Credit and Security Agreement between Assignor and Borrower, dated October 31, 2001 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*").

WHEREAS, pursuant to the Collateral Agreement, Borrower granted to Assignor a continuing security interest in, among other things, all of Borrower's right, title and interest in and to Borrower's patents, trademarks and license agreements (the "*Collateral*"), including the registered patents referred to in Attachment 1 hereto, the registered trademarks referred to in Attachment 2 hereto and the trademark license referred to in Attachment 3;

WHEREAS, pursuant to that certain Loan Purchase Agreement dated as of November 11, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "*Purchase Agreement*") by and between Assignor and Assignee, Assignor has, among other things, assigned to Assignee (such assignment, the "*Assignment*") all of its rights, remedies, duties, interests and obligations as Lender under the Credit Agreement and the other Security Documents (as defined in the Credit Agreement and including the Collateral Agreement), including, without limitation, in respect of its capacities as a secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which Assignor was granted liens on and security interests in any real or personal property of Borrower;

WHEREAS, Assignee has agreed to accept such Assignment from Assignor;

WHEREAS, Borrower hereby grants and reaffirms its grant of such security interest to secure the complete and timely payment and satisfaction of the Obligations in favor of Assignee; and

WHEREAS, the parties hereto desire to execute this Amendment and Transfer Agreement for the purposes of (i) amending the Collateral Agreement in certain respects to reflect the Assignment, (ii) evidencing in any filing office where the Collateral Agreement was filed the Assignment, and (iii) reaffirming the grant of such security interest in favor of Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Assignor and Assignee hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Collateral Agreement.
2. Amendment of Collateral Agreement. The Collateral Agreement shall be amended such that FirstMerit Bank, N.A., a national banking association, shall replace First Bank Business Capital, Inc. (formerly known as FB Commercial Finance, Inc.) as "Lender" under the Collateral Agreement. All references to "Lender" in the Collateral Agreement shall hereinafter refer to FirstMerit Bank, N.A.
3. Assignment. In connection with the Assignment, Assignor does hereby assign and transfer all of its right, title and interests in, to and under the Collateral Agreement, and all obligations of Assignor thereunder, to Assignee. Assignee hereby accepts such assignment and assumes all obligations of Assignor under the Collateral Agreement. The execution and delivery of this Amendment and Transfer Agreement shall not in any way affect or modify the liability of Borrower under the Collateral Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment and Transfer Agreement, all of the obligations of Borrower under the Collateral Agreement shall be and remain enforceable by Assignee, or by its successors and assigns, against Borrower.
4. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Assignee, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing (until all of the Obligations have been paid in full) security interest in Borrower's entire right, title and interest in and to the Collateral. Nothing contained in this Paragraph 4 shall have the effect of limiting the security interest in the Collateral granted in favor of the Assignee (as successor by assignment to Assignor) under and pursuant to the Collateral Agreement, as amended hereby.
5. Severability. In case any provision of or obligation under this Amendment and Transfer Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
6. Section Titles. Section and subsection titles in this Amendment and Transfer Agreement are included for convenience of reference only, do not constitute a part of this Amendment and Transfer Agreement for any other purpose, and have no substantive effect.
7. Successors and Assigns. This Amendment and Transfer Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. APPLICABLE LAW. THIS AMENDMENT AND TRANSFER AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

9. Counterparts. This Amendment and Transfer Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission or email (in .pdf format) transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment and Transfer Agreement.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Patent, Trademark and License Collateral Assignment and Security Agreement to be executed by its duly qualified officer on the date first written above.

FIRST BANK BUSINESS CAPITAL, INC.,
as Assignor

By: Patrick Brangle
Name: PATRICK BRANGLE
Title: VICE PRESIDENT

FIRSTMERIT BANK, N.A.,
as Assignee

By: _____
Name: _____
Title: _____

GLOBAL SURGICAL CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Patent, Trademark and License Collateral Assignment and Security Agreement to be executed by its duly qualified officer on the date first written above.

FIRST BANK BUSINESS CAPITAL, INC.,
as Assignor

By: _____
Name: _____
Title: _____

FIRSTMERIT BANK, N.A.,
as Assignee


By: David G. Goodall
Name: David G. Goodall
Title: Executive Vice President

GLOBAL SURGICAL CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Patent, Trademark and License Collateral Assignment and Security Agreement to be executed by its duly qualified officer on the date first written above.


FIRST BANK BUSINESS CAPITAL, INC.,
as Assignor

By: 
Name: PATRICK BRANGLE
Title: VICE PRESIDENT

FIRSTMERIT BANK, N.A.,
as Assignee

By: _____
Name: _____
Title: _____

GLOBAL SURGICAL CORPORATION,
a Delaware corporation

By: 
Name: J. GARBUTT
Title: PRESIDENT

ATTACHMENT 1

U.S. PATENT REGISTRATIONS

<u>Patent No.</u>	<u>Issue Date</u>	<u>Description</u>
4,227,131	10/7/1980	Automatic return for patient chair
4,267,490	5/12/1981	Binary switching control circuit for electrically adjustable patient chair
4,274,070	6/16/1981	Proximity instant-on switch for medical and dental instruments
4,668,057	5/26/1987	Counter-balancing microscope assembly
4,688,907	8/25/1987	System providing three identical optical paths and adapted for a microscope
4,938,575	7/3/1990	Microscope system and attachment
5,052,789	10/1/1991	Multi-user microscope with orientation adjustment and method
5,299,053	3/29/1994	Variable shutter illumination system for microscope
5,642,220	6/24/1997	Microscope balance compensator
5,790,306	8/4/1998	Microscope beamsplitter
6,257,730	7/10/2001	Drape for a surgical microscope with anti-halation window

U.S. PATENT APPLICATIONS

None.

ATTACHMENT 2

U.S. TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
1,134,534	5/6/1980	Maxi
1,265,600	1/31/1984	Urban Serving Science and Industry (and design)
1,303,555	11/6/1984	Quadrscope
1,456,476	9/8/1987	Maxi
1,460,676	10/13/1987	US-I
1,477,527	2/23/1988	SMR
1,546,109	7/4/1989	Urban
1,566,973	11/21/1989	Apex (stylized)
1,660,702	10/15/1991	Surgiscope
1,740,544	12/15/1992	Ultra-source
1,761,224	3/30/1993	Solarlite
1,935,656	11/14/1995	Mid-Max
1,936,838	11/21/1995	Varifield illumination
1,955,863	2/13/1996	Urban Microbalance

U.S. TRADEMARK APPLICATIONS

None

ATTACHMENT 3

U.S. TRADEMARK LICENSES

<u>Party</u>	<u>Date</u>	<u>Description</u>
Microtek Medical, Inc.	3/16/1998	License Agreement relating to U.S. Patent No. 6,257,730, issued July 10, 2001