

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
O2 Partners, LLC		10/01/2009	LIMITED LIABILITY COMPANY: MAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Peter Lunder		
<b>Street Address:</b>	Two Monument Square		
<b>Internal Address:</b>	c/o Kenilworth Partners, LLC		
<b>City:</b>	Portland		
<b>State/Country:</b>	MAINE		
<b>Postal Code:</b>	04101		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77797886	ECO ORTHOLITE	
<b>Registration Number:</b>	2295211	ORTHOLITE	
<b>Serial Number:</b>	77309606	ORTHOLITE	
<b>Registration Number:</b>	3684406	ORTHOLITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(207)791-1350		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	207-791-1100		
<b>Email:</b>	trademark@pierceatwood.com		
<b>Correspondent Name:</b>	Gloria A. Pinza, Esq.		
<b>Address Line 1:</b>	One Monument Square		
<b>Address Line 2:</b>	Pierce Atwood LLP		
<b>Address Line 4:</b>	Portland, MAINE 04101-1110		
<b>ATTORNEY DOCKET NUMBER:</b>	22255-4020		

CH \$115.00 77797886

**900152906**

**TRADEMARK**  
**REEL: 004136 FRAME: 0645**

NAME OF SUBMITTER:	Gloria A. Pinza
Signature:	/Gloria A. Pinza/
Date:	01/25/2010
<b>Total Attachments: 7</b> source=Amended and Restated Trademark Security Agreement 10-1-09 (W1670515)#page1.tif source=Amended and Restated Trademark Security Agreement 10-1-09 (W1670515)#page2.tif source=Amended and Restated Trademark Security Agreement 10-1-09 (W1670515)#page3.tif source=Amended and Restated Trademark Security Agreement 10-1-09 (W1670515)#page4.tif source=Amended and Restated Trademark Security Agreement 10-1-09 (W1670515)#page5.tif source=Amended and Restated Trademark Security Agreement 10-1-09 (W1670515)#page6.tif source=Amended and Restated Trademark Security Agreement 10-1-09 (W1670515)#page7.tif	

**AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

THIS SECURITY AGREEMENT, dated as of October 1, 2009, is between O2 Partners, LLC, a Maine (USA) limited liability company (the "Debtor"), and Peter Lunder, of West Palm Beach, Florida (the "Secured Party"), and amends and restates a certain Trademark Security Agreement between Debtor and Secured Party dated June 30, 2009.

WHEREAS, Secured Party has extended credit to Ortholite Group, Ltd. (the "Borrower"), an affiliate of Debtor, which extension of credit has been guaranteed by Debtor, pursuant to the terms of that certain Guaranty Agreement from Debtor to Secured Party dated June 30, 2009 (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, Debtor has granted to Secured Party a security interest in all of Debtor's personal property pursuant to a certain Security Agreement dated June 30, 2009 (the "All Personal Property Security Agreement" and, together with the Guaranty and any and all other documents executed by Borrower and/or Guarantor in connection with the extension of credit by Secured Party to Borrower, the "Other Loan Documents"); and

WHEREAS Debtor and Secured Party wish to supplement the provisions of the All Personal Property Security Agreement 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, Debtor agrees as follows:

**SECTION 1. Definitions; Interpretation.**

(a) Terms Defined in Guaranty. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Guaranty.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Maine.

- (c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.
- (d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

## SECTION 2. Security Interest.

- (a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):
- (i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
  - (ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;
  - (iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

- (iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.
- (b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to All Personal Property Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the All Personal Property Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Other Loan Documents, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to

include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Maine, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Maine.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of any of the Other Loan Documents, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Other Loan Documents.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Guaranteed Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the

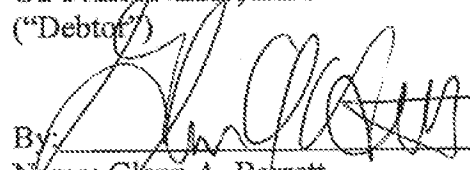
same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

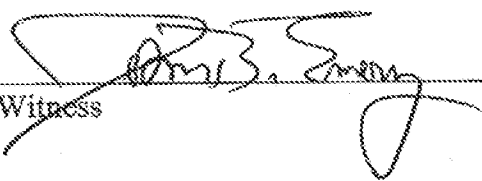
SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Guaranty.

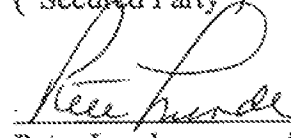
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**O2 PARENERS, LLC**  
("Debtor")

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

  
Witness

**PETER LUNDER**  
("Secured Party")

  
Peter Lunder

  
Witness

TRADEMARK

REEL: 004136 FRAME: 0651

Schedule A

Trademarks

Mark	Country	Registration No.	Date of Registration	Application No.	Date of Filing
ECO ORTHOLITE (Stylized and Design) eco <sup>®</sup> OrthoLite	Australia			1320146	September 9, 2009
ORTHOLITE	Australia			1320145	September 9, 2009
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		
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



Mark	Country	Registration No.	Date of Registration	Application No.	Date of Filing
ECO ORTHOLITE (Stylized and Design) ecoOrthoLite	U.S.A.			77/797,886	August 5, 2009
ORTHOLITE	U.S.A.	2,295,211	November 30, 1999		
ORTHOLITE	U.S.A.			77/309,606	October 22, 2007
ORTHOLITE	U.S.A.	3,684,406	September 15, 2009		
ORTHOLITE	Vietnam	International Registration 945 036	Extension of Protection (i.e. Country Registration) Pending		November 14, 2007