

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRANKLIN & SEIDELMANN, INC.		02/26/2010	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	m/c 7512, Attn: National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78796949	ACCURAD	
Serial Number:	77749667	ACCURAD	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	35512		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$65.00 78796949

900156842

**TRADEMARK
 REEL: 004165 FRAME: 0254**

Signature:	/pja/
Date:	03/11/2010
Total Attachments: 7 source=35512#page1.tif source=35512#page2.tif source=35512#page3.tif source=35512#page4.tif source=35512#page5.tif source=35512#page6.tif source=35512#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 26, 2010 by and between COMERICA BANK ("Bank") and FRANKLIN & SEIDELMANN, INC., an Ohio corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor, F&S Healthcare Services, Inc., Franklin & Seidelmann Medical Corp., F&S Radiology, P.C., FSH Radiology, Inc., F&S Apex, Inc., and F&S Apex, LLC (each a "Borrower" and collectively, the "Borrower") dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

I. Grant of Security Interest.

A. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

B. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

II. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

III. Warranties. Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder of page left blank intentionally.]

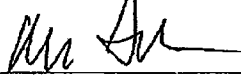
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

500 Post Road East
Westport, CT 06880
Attn: William Paradise

GRANTOR:

FRANKLIN & SEIDELMANN, INC.

By: 


Title: President

Address of Bank:

Comerica Bank
39200 Six Mile Rd.
m/c 7512
Livonia, MI 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

Description
None.

Registration
Number

Registration
Date

EXHIBIT B

Patents

Description

None.

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

AccuRad

AccuRad

Registration/
Application
Number

Serial number
78796949

Serial number
77749667

Registration/
Application
Date

Filing Date
01/23/2006

Filing date
06/02/2009