

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
Hoveround Corporation		06/09/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Orix Finance Corp.		
Street Address:	1717 Main Street, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	(Agent for the Lenders): TEXAS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3395973	HOVEROUND CUSTOM FIT	
Serial Number:	77739238	BETTER ALL AROUND	
Serial Number:	77783671	HOVERGLIDE	
Registration Number:	3387868	MPV 5	
Registration Number:	2754600	TRANSPORTER	
Registration Number:	2293670	ACTIVA	
Registration Number:	2485571	HOVERLIFT	
Registration Number:	2591847	FORERUNNER	
Registration Number:	2246719	MPV-4	
Registration Number:	2254431	ROUND FOR A REASON	
Registration Number:	2251983	FREE TO SEE THE WORLD	
Registration Number:	2076348	TEKNIQUE	
Registration Number:	1798627	HOVEROUND	
CORRESPONDENCE DATA			

900168199

TRADEMARK
 REEL: 004251 FRAME: 0055

CH \$340.00 3395973

Fax Number: (216)579-0212

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (216) 586-7214

Email: skoston@jonesday.com

Correspondent Name: David E. Phillips, Esq.

Address Line 1: Jones Day, North Point, 901 Lakeside Ave

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:

175274-635009/SK

NAME OF SUBMITTER:

David E. Phillips, Esq.

Signature:

/David E. Phillips/

Date:

07/30/2010

Total Attachments: 5

source=DOC015#page1.tif

source=DOC015#page2.tif

source=DOC015#page3.tif

source=DOC015#page4.tif

source=DOC015#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 9th day of June, 2010 by **HOVEROUND CORPORATION**, a Florida corporation (the "Grantor"), in favor of **ORIX FINANCE CORP.**, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement"), by and among Hoveround Corporation, a Florida corporation ("Hoveround"), Healthcare Products Industries, Inc., a Delaware corporation ("Industries"; Industries and Hoveround, jointly and severally as co-borrowers, are hereinafter collectively referred to as "Borrower"), Healthcare Products Holdings, Inc., a Delaware corporation (the "Parent", together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations, each a "Guarantor" and collectively, the "Guarantors"), each Lender from time to time party thereto (each a "Lender" and collectively, the "Lenders") and Agent, the Lenders are willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement dated the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants to Agent, for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions, modifications or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 4 the Grantor hereby authorizes Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

HOVEROUND CORPORATION

By: 

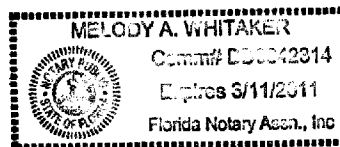
Name: Thomas E. Kruse

Title: President & CEO

STATE OF Florida
SS:
COUNTY OF Manatee

On this 9th day of June, 2010, before me personally came Thomas E. Kruse and known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the of Hoveround Corporation, a Florida corporation, and that s/he executed the foregoing instrument in the firm name of Hoveround Corporation, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Melody A. Whitaker
Notary Public



**Schedule I
To
Trademark Security Agreement
Trademark Registrations / Applications**

Trademarks

Company	Country	Trademark	Application or Reg. No.	Filing Date/Status	Registration Date/Status
Hoveround Corporation	United States	Hoveround Custom Fit	3395973	July 28, 2005	March 11, 2008
Hoveround Corporation	United States	Better All Around	Serial #: 77739238	May 18, 2009	Published for Opposition: September 29, 2009
Hoveround Corporation	United States	Hoverglide	Serial #: 77783671	July 17, 2009	Published for Opposition: December 8, 2009
Hoveround Corporation	United States	MPV 5	3387868	March 2, 2007	February 26, 2008
Hoveround Corporation	United States	Transporter	2754600	May 31, 2002	January 16, 2009
Hoveround Corporation	United States	Activa	2293670	June 2, 1998	November 22, 2009
Hoveround Corporation	United States	Hoverlift	2485571	May 6, 1998	February 22, 2007
Hoveround Corporation	United States	Forerunner	2591847	November 19, 1997	August 15, 2007
Hoveround Corporation	United States	MPV-4	2246719	November 4, 1997	March 24, 2009
Hoveround Corporation	United States	Round For A Reason	2254431	November 3, 1997	February 21, 2009
Hoveround Corporation	United States	Free to See the World	2251983	November 3, 1997	February 23, 2009
Hoveround Corporation	United States	Teknique	2076348	October 26, 1995	June 29, 2007
Hoveround Corporation	United States	Hoveround	1798627	April 3, 1992	September 24, 2003