

**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
Aspen Surgical Products, Inc.		07/30/2010	CORPORATION: MICHIGAN
Medical One, Inc.		07/30/2010	CORPORATION: CONNECTICUT
Colby Manufacturing Corporation		07/30/2010	CORPORATION: PENNSYLVANIA
Aspen Surgical Puerto Rico Corp.		07/30/2010	CORPORATION: PUERTO RICO

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2884264	BARD-PARKER
Registration Number:	0616625	B-P
Registration Number:	3806085	RIB-BACK

**CORRESPONDENCE DATA**

Fax Number: (404)541-4710  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 704-338-5138  
 Email: laallen@kilpatrickstockton.com  
 Correspondent Name: Raj Natarajan, Esq.  
 Address Line 1: Kilpatrick Stockton LLP  
 Address Line 2: 1100 Peachtree Street, Suite 2800  
 Address Line 4: Atlanta, GEORGIA 30309

OP \$90.00 2884264

**900168620**

**TRADEMARK  
 REEL: 004254 FRAME: 0572**

ATTORNEY DOCKET NUMBER:	390017
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	08/04/2010

**Total Attachments: 17**

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (together with all amendments, supplements and modifications, if any, from time to time hereto, this **“Agreement”**), dated as of July 30, 2010, is made by and among the Grantors identified as such on the signature pages hereof (each, a **“Grantor”** and collectively, **“Grantors”**), with offices at 272 E. Deerpath Road, Suite 350 Lake Forest, Illinois 60045, in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, acting in its capacity as Administrative Agent for the Lenders under the Credit Agreement described below, with offices at 500 West Monroe, Chicago, Illinois 60661 (the **“Administrative Agent”**).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement dated as of September 1, 2006, by and among Aspen Surgical Products, Inc. (**“Borrower”**), the other Credit Parties signatory thereto, Administrative Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the **“Original Credit Agreement”**), the Lenders agreed to make certain financial accommodations to Borrower;

**WHEREAS**, in order to induce Administrative Agent and Lenders to enter into the Original Credit Agreement and to induce Lenders to make the Loans as provided for in the Original Credit Agreement, Grantors executed and delivered (i) the Intellectual property Security Agreement dated as of September 1, 2006, (ii) the Intellectual property Security Agreement dated as of February 1, 2007 and (iii) the Intellectual property Security Agreement dated as of July 10, 2007 (collectively, the **“Original Intellectual Property Security Agreement”**);

**WHEREAS**, the Borrower, the other Credit Parties, the Administrative Agent and the Lenders have agreed to amend and restate the Original Credit Agreement and, to evidence such amendment and restatement, have entered into that certain Amended and Restated Credit Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, extended replaced or otherwise modified, the **“Credit Agreement”**), the Lenders have agreed to make the Loans and to incur L/C Obligations for the benefit of Borrower;

**WHEREAS**, each Grantor will derive substantial direct and indirect benefits from the making of the Loans and other financial accommodations provided to Borrower by the Lenders, the other Lending Parties and Secured Swap Providers;

**WHEREAS**, Administrative Agent, the Lenders, the other Lending Parties and Secured Swap Providers are willing to make the Loans and other financial accommodations to Borrower, but only upon the condition, among others, that each Grantor shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of Lenders, other Lending Parties, and Secured Swap Providers, those

certain Borrower Security Agreement and Subsidiary Security Agreement, as applicable, each dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, each, a “**Security Agreement**” and collectively, the “**Security Agreements**”); and

**WHEREAS**, pursuant to the Credit Agreement and the Security Agreements, each Grantor is required to amend and restate the Original Intellectual Property Security Agreement as provided in this Agreement and grant a continuing Lien on the Intellectual Property Collateral (as hereinafter defined) to secure the Obligations;

**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, Grantors hereby agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements or in **Section 1.1** of the Credit Agreement, as applicable.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent a Lien upon all of its right, title and interest of such Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Intellectual Property Collateral**”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto, respectively;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto, respectively;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto, respectively;

(d) all reissues, continuations or extensions of the foregoing;

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

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

under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Notwithstanding the foregoing provisions of this Section 2, the grant, assignment, conveyance, mortgage, pledge, hypothecation and transfer of a Lien herein shall not extend to, and the Intellectual Property Collateral shall not include, any Excluded Property.

3. **Security Agreement.** The security interest granted by each Grantor pursuant to this Agreement is granted in conjunction with the security interest granted by such Grantor to Administrative Agent, on behalf of itself and the Lenders, pursuant to the respective Security Agreement. Each Grantor and Administrative Agent expressly agree that the security interests granted by it under this Agreement and the applicable Security Agreements in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Administrative Agent, the Lenders, the other Lending Parties or Secured Swap Providers of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and the Security Agreements. In the event of any inconsistency between the terms and conditions of this Agreement and the applicable Security Agreements, the terms and conditions of the applicable Security Agreement shall prevail.

4. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

5. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

6. **Termination; Authorized Sales of Collateral.** Subject to Section 4 hereof, this Agreement shall terminate upon the Termination Date. In the event any Grantor proposes to sell any of the Intellectual Property Collateral and such sale is

permitted pursuant to the terms and conditions set forth in Section 7.8 of the Credit Agreement, then upon satisfaction of the terms and conditions that give rise to such permission, such Intellectual Property Collateral shall be released from the Lien created hereby to the extent provided under subsection 10.14(b) of the Credit Agreement and the Administrative Agent agrees, at the expense of such Grantor, to execute and deliver to such Grantor, prior to or contemporaneously with such Grantor's receipt of the proceeds from such sale, such UCC-3 termination statements and other collateral property releases necessary to release the applicable Intellectual Property Collateral from the lien and security interest of the Administrative Agent.


7. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS. EACH GRANTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE FEDERAL AND/OR STATE COURTS SITTING IN COOK COUNTY, CITY OF CHICAGO, ILLINOIS FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN **SECTION 11.3** OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

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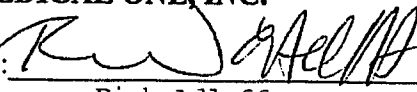
**IN WITNESS WHEREOF**, each Grantor has caused this Amended and Restated Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

**GRANTORS:**

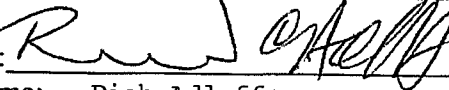
**ASPEN SURGICAL PRODUCTS, INC.**

By:   
Name: Rich Adloff  
Title: Chief Financial Officer

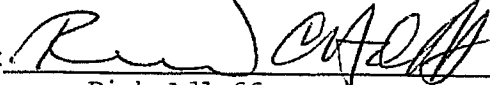
**MEDICAL ONE, INC.**

By:   
Name: Rich Adloff  
Title: Chief Financial Officer

**COLBY MANUFACTURING CORPORATION**

By:   
Name: Rich Adloff  
Title: Chief Financial Officer

**ASPEN SURGICAL PUERTO RICO CORP.**

By:   
Name: Rich Adloff  
Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS

COUNTY OF Lake

On this 28<sup>th</sup> day of July, 2010, before me personally appeared Richard Adloff, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Aspen Surgical Products, Inc., Medical One, Inc., and Colby Manufacturing Corporation, who being by me duly sworn did depose and say that he is the Authorized Person of said companies, that the said instrument was signed on behalf of said companies as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said companies.



Susan L. Cresto  
Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS

COUNTY OF John

On this 28<sup>th</sup> day of July, 2010, before me personally appeared Richard Kelloff, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Aspen Surgical Puerto Rico Corp., who being by me duly sworn did depose and say that he is the Authorized Person of said companies, that the said instrument was signed on behalf of said companies as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said companies.

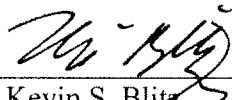


Susan L. Cresto  
Notary Public

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ACCEPTED AND ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By:   
Name: Kevin S. Blitz  
Title: Duly Authorized Signatory

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS, APPLICATIONS AND PATENT LICENSES

See Attached

## Schedule A

Patent Family	Country	Title	Application Number	Patent Number
<b>US Patents</b>				
1772	US	Blade Handle	07/612,356	5,060,387
2991	US	Surgical Blade Holder and Blade Combination	08/124,122	5,430,942
3247	US	Blade	08/328,996	5,620,454
3259	US	Guarded Surgical Scalpel with Scalpel Blade Remover	08/379,245	5,752,968
3259	US	Guarded Surgical Scalpel with Scalpel Blade Remover	08/646,574	5,792,162
3259	US	Guarded Surgical Scalpel with Scalpel Blade Remover	08/545,488	5,827,309
3486	US	Cleanable Guarded Surgical Scalpel with Scalpel Blade Remover	08/547,699	5,683,407
3486	US	Cleanable Guarded Surgical Scalpel with Scalpel Blade Remover	08/756,300	5,741,289
3914	US	Surgical Scalpel	08/376,065	5,527,329
3914	US	Surgical Scalpel	08/666,734	5,938,675
3914	US	Surgical Scalpel	09/052,147	5,919,201
3914	US	Surgical Scalpel	09/052,588	5,938,676
3914	US	Surgical Scalpel	09/273,677	6,053,929
3914	US	Surgical Scalpel	09/052,230	5,941,892
5247	US	Shielded Surgical Scalpel	09/820,571	6,626,925
5948	US	Surgical Scalpel Assembly	10/805,775	7,172,611
5621	US	Disposable Scalpel	29/156,377	D470,938
5621	US	Disposable Scalpel	29/156,379	D473,649
5622	US	Disposable Scalpel	29/156,378	D475,135
5622	US	Disposable Scalpel	29/156,380	D470,587
5711	US	Handle	29/173,361	D502,542
5712	US	Handle	29/173,367	D490,154
5713	US	Handle	29/173,428	D486,232
5714	US	Handle	29/173,431	D482,122
5715	US	Handle	29/173,430	D482,449
5718	US	Handle	29/173,429	D483,124
5719	US	Handle	29/173,389	D489,457
5720	US	Blade Carrier	29/173,360	D490,153
5721	US	Blade Carrier	29/173,427	D483,123
5722	US	Blade Carrier	29/173,370	D482,788
5726	US	Blade Holder	29/175,037	D481,129
<b>Foreign Patents</b>				
2763	Canada	Surgical Scalpel with Retractable Blade	2147452	2147452
2763	European Patent Convention	Surgical Scalpel with Retractable Blade	95302885.9	0681812
2763	France	Surgical Scalpel with Retractable Blade	95302885.9	0681812
2763	Japan	Surgical Scalpel with Retractable Blade	102451/95	2608695
2763	United Kingdom	Surgical Scalpel with Retractable Blade	95302885.9	0681812
3247	Australia	Blade	34387/95	705219
3247	Canada	Blade	2161058	2161058
3247	Japan	Blade	278033/95	3660725
3247	Mexico	Blade	9504476	197910
3259	Australia	Guarded Surgical Scalpel with Scalpel Blade Remover	42080/96	711597
3259	Brazil	Guarded Surgical Scalpel with Scalpel Blade Remover	PI9600211-5	PI9600211-5
3259	Canada	Guarded Surgical Scalpel with Scalpel Blade Remover	2167120	2167120

Patent Family	Country	Title	Application Number	Patent Number
3259	European Patent Convention	Guarded Surgical Scalpel with Scalpel Blade Remover	96300322.3	0727186
3259	France	Guarded Surgical Scalpel with Scalpel Blade Remover	96300322.3	0727186
3259	Germany	Guarded Surgical Scalpel with Scalpel Blade Remover	96300322.3	69632603.5
3259	Italy	Guarded Surgical Scalpel with Scalpel Blade Remover	96300322.3	27720/BE/04
3259	Japan	Guarded Surgical Scalpel with Scalpel Blade Remover	12678/96	2814429
3259	Mexico	Guarded Surgical Scalpel with Scalpel Blade Remover	9600237	203591
3259	Spain	Guarded Surgical Scalpel with Scalpel Blade Remover	96300322.3	0727186
3259	United Kingdom	Guarded Surgical Scalpel with Scalpel Blade Remover	96300322.3	0727186
3914	European Patent Convention	Surgical Scalpel	95904261.5	0734231
3914	European Patent Convention	Surgical Scalpel	99106382.7-2305	0948937
3914	European Patent Convention	Surgical Scalpel	99106380.1-2318	0988832
3914	European Patent Convention	Surgical Scalpel	99106381.9-2318	0958788
3914	France	Surgical Scalpel	95904261.5	0734231
3914	France	Surgical Scalpel	99106382.7-2305	0948937
3914	France	Surgical Scalpel	99106380.1-2318	0988832
3914	France	Surgical Scalpel	99106381.9-2318	0958788
3914	Germany	Surgical Scalpel	99106382.7-2305	69931547.6
3914	Germany	Surgical Scalpel	99106380.1-2318	69935190.1-08
3914	Germany	Surgical Scalpel	99106381.9-2318	69936326.8-08
3914	Italy	Surgical Scalpel	95904261.5	52146/BE/03
3914	Italy	Surgical Scalpel	99106382.7-2305	0948937
3914	Italy	Surgical Scalpel	99106380.1-2318	24039BE/2007
3914	Italy	Surgical Scalpel	99106381.9-2318	29598 BE/2007
3914	Japan	Surgical Scalpel	90488/99	3066829
3914	Japan	Surgical Scalpel	91763/99	3016559
3914	Japan	Surgical Scalpel	91807/99	3066830
3914	Mexico	Surgical Scalpel	949493	193628
3914	Spain	Surgical Scalpel	95904261.5	ES2204940
3914	Spain	Surgical Scalpel	99106382.7-2305	0948937
3914	Spain	Surgical Scalpel	99106380.1-2318	2281151
3914	Spain	Surgical Scalpel	99106381.9-2318	0958788
3914	United Kingdom	Surgical Scalpel	95904261.5	0734231
3914	United Kingdom	Surgical Scalpel	99106382.7-2305	0948937
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3914	United Kingdom	Surgical Scalpel	99106381.9-2318	0958788
5247	European Patent Convention	Shielded Surgical Scalpel	02757781.6	1372497
5247	France	Shielded Surgical Scalpel	02757781.6	1372497
5247	Germany	Shielded Surgical Scalpel	02757781.6	60221652.4
5247	Italy	Shielded Surgical Scalpel	02757781.6	32722BE/2007
5247	Japan	Shielded Surgical Scalpel	2002-576821	4,230,775
5247	Spain	Shielded Surgical Scalpel	02757781.6	1372497

Patent Family	Country	Title	Application Number	Patent Number
5247	United Kingdom	Shielded Surgical Scalpel	02757781.6	1372497
5714	Australia	Handle	2198/03	153334
5714	European Community	Handle	000045356-0001	000045356
5714	Japan	Handle	18372/03	1223368
5718	Australia	Handle	232/04	156465
5718	European Community	Medical Instruments, Instruments and Tools for Laboratory Use	000122015-0001	000122015
5719	Australia	Handle	2197/03	153333
5719	European Community	Handle	000045398-0001	000045398
5719	Japan	Handle	18373/03	1223369
<b>Pending Applications</b>				
0249	JP	Novel Compositions	41138/78	
3914	US	Surgical Scalpel	12/489,781	
5247	AU	Shielded Surgical Scalpel	2007203154	
5247	JP	Shielded Surgical Scalpel	2008-267901	
5247	JP	Shielded Surgical Scalpel	2008-267902	
5948	AU	Surgical Scalpel Assembly	2005201133	
5948	BR	Blade Retention Shield	PI05010004	
5948	EP	Surgical Scalpel Assembly	05005843.7-2318	
5948	JP	Surgical Scalpel Assembly	2005-81806	

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS; APPLICATIONS AND LICENSES

See Attached.

## Schedule A

Case Number Trademark	Sub Case Country	Status Class(es)	Application Number/Date	Registration Number/Date
<b>BARD-PARKER</b>	TMK 19960369	Registered	59470	59470
	Egypt	10 Int.	30-Aug-81	30-Aug-91
<b>BARD-PARKER</b>	TMK 19960400	Registered	2024	1230IEPI
	Ecuador	10 Int.	28-Aug-85	13-Feb-96
<b>BARD-PARKER</b>	TMK 19960430	Registered	71321	1495458
	France	05 Int., 10 Int., 21 Int.	31-Oct-68	31-Oct-88
<b>BARD-PARKER</b>	TMK 19960494	Registered	920032	920032
	Germany	05 Int., 09 Int., 10 Int.	7-Apr-83	6-Apr-93
<b>BARD-PARKER</b>	TMK 19960675	Registered	516681985	2277715
	Japan	01 Int.	22-May-85	31-Oct-90
<b>BARD-PARKER</b>	TMK 19960681	Registered	516941985	1950405
	Japan	17 Int.	22-May-85	30-Apr-87
<b>BARD-PARKER</b>	TMK 19960964	Registered	74-2105	155,114
	Sweden	05 Int., 10 Int.	30-Apr-74	23-Apr-96
<b>BARD-PARKER</b>	TMK 19961764	Registered	7726062	424360
	Taiwan	10 Int.	7-Jun-88	16-Dec-88
<b>BARD-PARKER</b>	TMK 19961848	Registered	354807	Kor89922
	Thailand	10 Int.	17-May-88	17-Jan-89
<b>BARD-PARKER</b>	TMK 19962016	Registered	135,916	12,190
	Peru	05 Int.	17-Mar-88	29-Dec-94
<b>BARD-PARKER</b>	TMK 19962186	Registered	908389	663
	Hong Kong	10 Int.	16-Nov-89	16-Nov-89
<b>BARD-PARKER</b>	TMK 19962237	Registered	8906974	
	Malaysia	10 Int.	9-Nov-89	
<b>BARD-PARKER</b>	TMK 19962255	Registered	188549	188549
	New Zealand	10 Int.	31-Oct-88	31-Oct-95
<b>BARD-PARKER</b>	TMK 19962261	Registered	S/6374/88	T8806374A
	Singapore	10 Int.	16-Nov-88	16-Nov-95
<b>BARD-PARKER</b>	TMK 19962414	Registered	135,919	15,168
	Peru	10 Int.	17-Mar-88	29-Dec-94
<b>BARD-PARKER</b>	TMK 19962470	Registered	515272	515272
	India	10 Int.	18-Aug-89	18-Aug-89
<b>BARD-PARKER</b>	TMK 19963042	Registered	B9166610	2036513
	Germany	05 Int., 09 Int., 10 Int.	21-Dec-90	18-May-93
<b>BARD-PARKER</b>	TMK 19963452	Registered	250,364	121,258
	Canada	05 Int., 10 Int.	10-Apr-59	24-Feb-90
<b>BARD-PARKER</b>	TMK 19964085	Registered	AM417392	144516
	Austria	10 Int.	27-Aug-92	22-Oct-92
<b>BARD-PARKER</b>	TMK 19964086	Registered	784431	519978
	Benelux	10 Int.	13-Aug-92	13-Aug-92
<b>BARD-PARKER</b>	TMK 19964087	Registered	VA 05 835 19	VR 08.034 19
	Denmark	10 Int.	14-Aug-92	19-Nov-93
<b>BARD-PARKER</b>	TMK 19964088	Registered	3977/92	134690
	Finland	10 Int.	17-Aug-92	21-Nov-94



Case Number Trademark	Sub Case Country	Status Class(es)	Application Number/Date	Registration Number/Date
<b>BARD-PARKER</b>	TMK 19964089	Registered	110636	110623
	Greece	10 Int.	9-Sep-92	17-Dec-96
<b>BARD-PARKER</b>	TMK 19964090	Registered	RM92C003388	644068
	Italy	10 Int.	2-Sep-92	28-Feb-95
<b>BARD-PARKER</b>	TMK 19964091	Registered	92/4090	167,470
	Norway	10 Int.	17-Aug-92	30-Mar-95
<b>BARD-PARKER</b>	TMK 19964092	Registered	285767	285767
	Portugal	10 Int.	27-Aug-92	26-Apr-94
<b>BARD-PARKER</b>	TMK 19964094	Registered	1717610	1717610
	Spain	10 Int.	17-Aug-92	5-May-95
<b>BARD-PARKER</b>	TMK 19964490	Registered	776375	776375
	Australia	10 Int.	28-May-96	28-May-96
<b>BARD-PARKER</b>	TMK 19964905	Registered	9508031	9508031
	South Africa	10 Int.	23-Jun-95	23-Jun-95
<b>BARD-PARKER</b>	TMK 19975608	Registered	8677	94420
	Guatemala	10 Int.	16-Oct-97	17-Mar-99
<b>BARD-PARKER</b>	TMK 19990026	Registered	1172279	1172279
	European Community	10 Int.	14-May-99	22-Jan-01
<b>BARD-PARKER</b>	TMK 19990093	Registered	1.232E+09	6057160
	Brazil	10 Int.	10-Mar-75	10-Mar-95
<b>BARD-PARKER</b>	TMK 19990094	Registered	1232/0605.71	6057179
	Brazil	10 Int.	10-Mar-75	10-Mar-95
<b>BARD-PARKER</b>	TMK 19990142	Registered	1509635	1509635
	United Kingdom	10 Int.	13-Aug-92	31-Oct-94
<b>BARD-PARKER</b>	TMK 20030159	Registered	78267573	2884264
	United States of America	10 Int.	26-Jun-03	14-Sep-04
<b>BARD-PARKER IN</b>	TMK 19960676	Registered	516691985	2279008
<b>KATAKANA</b>	Japan	01 Int.	22-May-85	30-Nov-90
<b>BARD-PARKER IN</b>	TMK 19960687	Registered	516951985	1950406
<b>KATAKANA</b>	Japan	17 Int.	22-May-85	30-Apr-87
<b>BARD-PARKER "T IS SCHERP"</b>	TMK 19960186	Registered	565571	83753
	Benelux	08 Int., 10 Int.	30-Nov-71	30-Nov-90
<b>B-P</b>	TMK 19960003	Registered	250,365	120435
	Canada	05 Int., 10 Int.	10-Apr-59	16-Dec-90
<b>B-P</b>	TMK 19960288	Registered	888716	608887161
	Brazil	09 Int.	27-Jun-69	11-Feb-92
<b>B-P</b>	TMK 19960916	Registered	756020	B756020
	South Africa	05 Int.	11-Nov-75	11-Nov-75
<b>B-P</b>	TMK 19960917	Registered	756021	B756021
	South Africa	10 Int.	11-Nov-75	11-Nov-75
<b>B-P</b>	TMK 19963198	Registered	71668366	616625
	United States of America	10 Int.	17-Jun-54	22-Nov-55
<b>B-P BARD PARKER</b>	TMK 19960971	Registered	74-2104	156,539
	Sweden	05 Int., 10 Int.	30-Apr-74	27-Aug-96

Case Number Trademark	Sub Case Country	Status Class(es)	Application Number/Date	Registration Number/Date
<b>B-P BARD- PARKER</b>	TMK 19960821	Registered	114997	114997
	Mexico	09 Int., 10 Int., 21 Int.	26-Aug-63	26-Aug-63
<b>B-P WITH DESIGN</b>	TMK 19961427	Registered	6,109	170493
	Ecuador	10 Int.	24-Sep-86	22-Jan-93
<b>B-P WITH DESIGN</b>	TMK 19975352	Registered	293922	293922
	Australia	10 Int.	3-Feb-76	3-Feb-97
<b>RIB-BACK</b>	TMK 19960038	Registered	515545	296691
	Canada	10 Int.	19-Jan-84	2-Nov-84
<b>RIB-BACK</b>	TMK 19960936	Registered	756035	B756035
	South Africa	10 Int.	11-Nov-75	11-Nov-75
<b>RIB-BACK</b>	TMK 20090268	Registered	77830943	3806085
	United States of America	10 Int.	21-Sep-09	22-Jun-10
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962884	Registered	766107	503926
	Benelux	10 Int.	3-Jul-91	3-Jul-91
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962885	Registered	VA043951991	VR199603816
	Denmark	10 Int.	21-Jun-91	28-Jun-96
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962886	Registered	293570	1673001
	France	10 Int.	24-Jun-91	24-Jun-91
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962887	Registered	B9300810	2103326
	Germany	10 Int.	25-Jun-91	13-May-97
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962888	Registered	104762	104762
	Greece	10 Int.	28-Jun-91	17-Jun-94
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962889	Registered	913093	145587
	Ireland	10 Int.	24-Jun-91	24-Jun-91
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962890	Registered	RM91C002540	613240
	Italy	10 Int.	11-Jul-91	29-Dec-93
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962891	Registered	913246	176208
	Norway	10 Int.	27-Jun-91	15-Aug-96
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962895	Registered	435819910	391239
	Switzerland	10 Int.	24-Jun-91	24-Jun-91
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19990201	Registered	275384	275384
	Portugal	10 Int.	12-Jul-91	4-Jun-93

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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None.