

**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>
SMTH AG		06/29/2010	CORPORATION: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LIGHTHOUSE CAPITAL PARTNERS V, L.P.		
<b>Composed Of:</b>	COMPOSED OF Lighthouse Management Partners V, L.L.C. (General Partner)		
<b>Street Address:</b>	500 Drakes Landing Road		
<b>City:</b>	Greenbrae		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94904-3011		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2631519	DDRCOMBI	
Registration Number:	2706481	DDRMODULAIRE	
Registration Number:	2213256	SWISSVISION	
Registration Number:	2222127	ADDON-BUCKY	
Registration Number:	2141889	SWISSRAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)509-9559		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2125095050		
<b>Email:</b>	trademarks@wg-law.com		
<b>Correspondent Name:</b>	Thilo C. Agthe		
<b>Address Line 1:</b>	100 Wall Street, 21st Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>ATTORNEY DOCKET NUMBER:</b>	1011-013		

**OP \$140.00 2631519**

NAME OF SUBMITTER:	Thilo C. Agthe
Signature:	/Thilo C. Agthe/
Date:	08/27/2010
<b>Total Attachments: 7</b> source=TM Security Agreement to Lighthouse V#page1.tif source=TM Security Agreement to Lighthouse V#page2.tif source=TM Security Agreement to Lighthouse V#page3.tif source=TM Security Agreement to Lighthouse V#page4.tif source=TM Security Agreement to Lighthouse V#page5.tif source=TM Security Agreement to Lighthouse V#page6.tif source=TM Security Agreement to Lighthouse V#page7.tif	

## EXHIBIT D

## TRADEMARK SECURITY AGREEMENT

SMTH AG, a Swiss corporation, Reg. No. CH-440,302,428, with its registered offices at Jurchstrasse 5, 8500 Frauenfeld, Switzerland (hereafter "Grantor"), for value received, hereby grants unto Lighthouse Capital Partners V, L. P., a Delaware limited partnership (hereafter "LCP") a security interest in all Collateral as that term is defined in Section 2 below.

1. **Definitions.** As used in this Trademark Security Agreement (hereafter, this "Agreement"), the following capitalized terms have the following meaning:

"Collateral" means all present and future trademark and service mark rights described on Exhibit I hereto together with all extensions, reissues, substitutes, and renewals of the foregoing and marks issuing therefrom, and any other proprietary rights related to any of the foregoing (including, without limitation, remedies against infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions) and any and all foreign counterparts of any of the foregoing, and all proceeds and products thereof, including proceeds of proceeds and proceeds of insurance.

"Security Agreement" means the Security Agreement dated June 29, 2010 between Grantor and LCP.

Capitalized terms used but not defined in this Agreement that are defined in the Security Agreement have the meaning ascribed to such term in the Security Agreement.

2. **Indebtedness Secured.** To secure the full, timely and faithful performance of all present and future Obligations, Grantor hereby pledges to LCP, and grants LCP a security interest in, all Collateral.

3. **Representation and Warranties.** The Grantor hereby represents and warrants that:

3.1 except for Permitted Liens and the security interests granted to LCP in the Security Agreement and this Agreement, the Grantor is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature and has made no assignment, pledge, mortgage, hypothecation or transfer of any Collateral or of the proceeds thereof;

3.2 the execution and delivery of this Agreement will not conflict with or contravene any contractual restriction binding on the Grantor, including any license agreement relating to the Collateral or any part thereof; that there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; and that

3.3 Grantor will use reasonable efforts to defend its title to the Collateral against the claims of all persons whatsoever.

4. **Use and Ownership Prior to Default.** Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain equitable title to the Collateral, and shall have the right to use, and/or register the Collateral in the ordinary course of the business of the Grantor, but shall not be permitted to sell, assign, transfer or otherwise encumber the Collateral or any part thereof; provided, however, that nothing herein contained shall, prior to an Event of Default:

4.1 prohibit or restrict Grantor from granting licenses to third parties to use or practice items included in the Collateral in the ordinary and normal course of its business as now conducted;

4.2 require omission, non-performance, or breach of any covenant, agreement or obligation on the Grantor's part to be performed under any license presently in effect or hereafter entered into by the Grantor licensing the use of the Collateral or any part thereof;

4.3 prohibit Grantor from failing to renew or otherwise abandoning any item included within the Collateral if, in Grantor's good faith judgment, and after seeking and receiving approval from LCP, which approval shall not be unreasonably withheld, the retention of such item is not feasible or cost-effective under applicable law or is not material to the proper conduct of Grantor's business; or

4.4 prohibit a Permitted Transaction or the incurrence of a Permitted Lien.

All of the foregoing 4.1 through 4.4 above shall be prohibited following an Event of Default.

5. **Remedies on Default.** Upon the occurrence and continuance of an Event of Default, LCP shall be entitled to exercise in respect to the Collateral all of the rights and remedies available to it under the Security Agreement or to a secured party upon default under the Uniform Commercial Code and other applicable law at that time.

5.1 In the event of sale of the Collateral, or any part thereof, LCP shall give the Grantor notice, in accordance with the notice provisions of Security Agreement, to the address set forth therein, of the time and place of any public sale thereof or of the time and place of any private sale or that any other intended disposition thereof is to be made. Grantor agrees that ten (10) days prior written notice of any such sale is reasonable.

5.2 If the Grantor shall fail to do any act or thing which it has covenanted to do hereunder or any representation or warranty of the Grantor shall be breached, and Grantor, upon receiving notice of such breach, fails to cure such breach within fifteen (15) days of occurrence, LCP may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach and there shall be added to the liability of the Grantor hereunder the cost or expense incurred by LCP in doing so, and any and all amounts expended by LCP in taking any such action shall be repayable to it upon its demand to the Grantor thereof and shall bear interest at the same rate which would apply to such amounts if they were Guaranteed Obligations under the Guaranty, from and including the date advanced to the date of repayment.

5.3 Grantor will, in the event of a sale, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the purchaser, including valid, recordable assignments of any and or all trademark registrations listed in Exhibit I hereof. In the event that Grantor should then fail or refuse to execute and deliver any or all documents necessary or advisable to record title to the Collateral in the name of the purchaser, Grantor does hereby irrevocably appoint LCP its attorney-in-fact to execute any or all of such documents on Grantor's behalf.

6. **Application of Proceeds.** All proceeds from the sale of Collateral shall be applied as follows:

6.1 First: to the payment of all expenses incurred by LCP in connection with such sale, including but not limited to, the expenses of advertising the Collateral to be sold, all court costs and

the reasonable fees of counsel to LCP in connection therewith, and to the repayment of all advances made by LCP hereunder for the account of the Grantor and the payment of all costs and expenses paid or incurred by LCP in connection with this Agreement or the exercise of any right or remedy hereunder, to the extent that such advances, costs and expenses shall not theretofore have been reimbursed to LCP; and

6.2 Second: to the payment in full of the Obligations, any surplus to be paid to the Grantor, its successors or assigns, or as a court of competent jurisdiction may direct.

7. Purchasers of Collateral. Upon any sale of Collateral by LCP hereunder (whether under power of sale herein granted, pursuant to judicial process or otherwise), the receipt of LCP or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see the application of any part of the purchase money paid over to LCP or such officer or be answerable in any way for the misapplication or non-application thereof.

8. Indemnity. The Grantor, without limiting the generality of any other indemnities provided by it to LCP, agrees to indemnify and hold harmless LCP from and against any and all claims, demands, losses, judgments and liabilities (including liabilities for penalties) of whatsoever kind or nature, by any third parties growing out of or resulting from a material breach of this Agreement.

9. Further Assurances. The Grantor agrees that it will join with LCP in executing under the Uniform Commercial Code or other applicable law such financing statements, continuation statements and other documents in such offices as LCP may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve LCP's security interest and other rights in the Collateral, and hereby authorizes LCP, and grants LCP a power of attorney, which is coupled with an interest and irrevocable, to file financing statements and amendments thereto relative to all or any part of the Collateral without the signature of the Grantor where permitted by law, and agrees to do such further acts and things and execute and deliver to LCP such additional documents that LCP reasonably requires to carry into effect the purpose of this Agreement or to better assure and confirm unto LCP its rights, powers and remedies hereunder. Grantor further authorizes the recordation of this Agreement with those government and/or administrative entities charged with keeping, recording, and/or maintaining status and title records for the registrations, applications and patents comprising the Collateral, including, without limitation, the United States Patent and Trademark Office. Grantor agrees to properly execute, or cause to be executed, all documents reasonably required by LCP in connection herewith in order to fulfill the intent and purposes hereof and of this Agreement.

10. Term and Termination. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of this paragraph. This Agreement, and the security interest of LCP hereunder, shall terminate when all Obligations have been fully paid and satisfied, at which time LCP shall release to the Grantor LCP's security interest in the Collateral and, if requested by the Grantor, shall execute and file in each office in which any financing statement, security interest recordation, or assignment relative to the Collateral, or any part thereof, shall have been filed and/or recorded, a termination statement, assignment, release of security interest, or other appropriate instrument evidencing LCP's release of any and all interest therein.

11. No Limitation of LCP's Rights. Nothing herein shall in any way limit, waive or elect any right or remedy of LCP against Grantor arising under the Security Agreement or otherwise. LCP shall have all rights, remedies and limitations on liability respecting Collateral hereunder that it has with respect to "Collateral" as that term is defined in the Security Agreement.

12. Additional Terms; Waivers.

12.1 No Third Party Beneficiaries. There are no third party beneficiaries hereof.

12.2 Severability. Each provision hereof shall be severable from every other provision when determining its legal enforceability such that this Agreement may be enforced to the maximum extent permitted under applicable law.

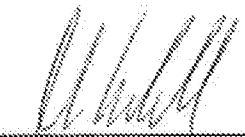
12.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same original instrument.

12.4 Choice of Law and Venue; Jury Trial Waiver. THIS PLEDGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH PARTY HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE CITY AND COUNTY OF NEW YORK, STATE OF NEW YORK. EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS PLEDGE OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers as of the 29th day of June, 2010.

SMTH AG

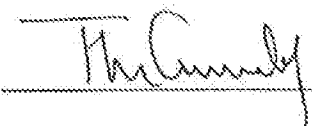
LIGHTHOUSE CAPITAL PARTNERS V, L.P.

By:  \_\_\_\_\_

Name: Michael Scholl

Title: President

By: Lighthouse Management Partners V, L.L.C.,  
its general partner

By:  \_\_\_\_\_

Name: Thomas Conneely

Title: Vice President

**Exhibit I  
to  
Trademark Security Agreement**

		Swisarsy International, Inc.			Swiss: 1		
Bayer Menger Kyffler AG							
dbb2hust	Switzerland	19.09.2000	11021/2000	481 733	22.02.2001	0000100100	R
dbb2hust	International with Benelux, Germany, European Community, France, Sweden, USA	21.02.2001	753 597	753 597	08.04.2001	0000100100	R
dbb2hust	Switzerland	19.09.2000	11022/2000	482 788	15.03.2001	0000100100	R
dbb2hust	USA	26.12.2000	76/333,883	2,831,819	08.10.2001	0000100100	R
dbb2hust	International with Benelux, Germany, France, Sweden, China, European Community,	19.03.2001	753 788	753 788	18.04.2001	0000100100	R
dbb2hust	Switzerland	08.11.2000	13275/2000	482 776	19.09.2001	0000100100	R
dbb2hust	USA	26.12.2000	76/333,999	2,798,481	18.04.2001	0000100100	R
dbb2hust	International with Benelux, Germany, France, Sweden, China, European Community,	19.03.2001	756 884	756 884	24.05.2001	0000100100	R

Bege Neuner Pyffel AG

<b>eXpert</b>	Switzerland	22.11.2001	11102/2001	498 304	24.04.2002	NSKR100501	R
<b>eXpert</b>	International with Benelux, Germany, European Community, France, Great Britain, Italy, Sweden, USA	24.04.2002	779660	779660	18.05.2002	NSKR100500	R
SwissVision	Canada	04.04.1996	808991	488 388	27.01.1998	NSKR100070	R
SwissVision	Switzerland	10.11.1994	417 467	417 467	02.08.1995	NSKR100078	R
SwissVision	USA	10.06.1996	75/114 407	2,222,107	22.12.1998	NSKR100008	R
SwissVision	International with Austria, Benelux, Czech Republic, Germany, European Community, France, Hungary, Italy, North Korea, Liechtenstein, Poland, Russia, Slovak Republic,	10.08.1999	642 028	642 028	17.10.1999	NSKR100000	R

Bege: GUY

Trademark List  
Swissray International, Inc.

18. November 2002  
Seite: 1

Bege Neuner Pyffel AG

Adico-Becky	Canada	04.04.1996	808991	488 388	27.01.1998	NSKR100070	R
Adico-Becky	Switzerland	10.11.1994	417468	417468	02.08.1995	NSKR100078	R
Adico-Becky	USA	10.06.1996	75/114 493	2,222,107	22.12.1998	NSKR100008	R
Adico-Becky	International with Austria, Benelux, China, Czech Republic, Germany, European Community, Spain, France, Hungary, Italy, North Korea, Liechtenstein, Poland, Russia, Slovak Republic,	10.08.1999	642 028	642 028	17.10.1999	NSKR100000	R
SWISSRAY	Canada	04.04.1996	808991	488 388	27.01.1998	NSKR100070	R
SWISSRAY	Switzerland	10.06.1996	75/114 493	488 388	10.12.1995	NSKR100078	R
SWISSRAY	South Korea	10.04.1996	75-14127	488 388	10.03.1998	NSKR100078	R
SWISSRAY	USA	10.06.1996	75/114 493	2,142,859	18.03.1998	NSKR100008	R
SWISSRAY	International with Austria, Benelux, Belarus, China, Czech Republic, Germany, European Community, Spain, France, Hungary, Italy, Liechtenstein,	07.11.1995	642 028	642 028	18.01.1995	NSKR100000	R



Firma: HEP

Trademark List

18. November 2009

Switzerland International, Inc.

Seite: 4

Hepp Wenger Ryffel AG

Poland, Russia,  
Slovak Republic,  
Ukraine.

dd8Compact	Switzerland	10.01.2008	59375/2005	541401	04.01.2008	NSWR1009CH	1
dd8Compact	International	08.03.2008	075355	075322	02.03.2008	NSWR1009RO	2
	with China, European Community, USA						
dd8Compact	Switzerland	12.03.2007	50447/2007	833333	27.03.2007	NSWR1010CH	1
dd8Compact	International	04.05.2007	233731	833333	30.05.2007	NSWR1010RO	2
	with China, European Community, USA						

R = Registered (all in the name of Switzerland International, Inc.)