

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Instrument of Accession to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Compressus Inc.		10/07/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	City National Bank TTEE Arnold & Porter 401K/PSP FBO Fern O'Brian
Street Address:	225 Broadway, Suite 500
Internal Address:	Wealth Management Services
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92101
Entity Type:	TRUSTEE:

Name:	Valerie Wiener
Street Address:	2312 Plaza Del Grande
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89102
Entity Type:	INDIVIDUAL:

Name:	Thomas B. Boguess Living Trust
Street Address:	8309 East Boulevard Drive
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22308
Entity Type:	TRUST:

Name:	Neil Galatz and Elaine Galatz, Trustees of Galatz 1977 Family Trust
Street Address:	428 South Fourth Street
City:	Las Vegas
State/Country:	NEVADA

OP \$40.00 3725383

Postal Code:	89101
Entity Type:	TRUSTEE:

Name:	Joseph Mikrut
Street Address:	6109 Eagle Landing Road
City:	Burke
State/Country:	VIRGINIA
Postal Code:	22015
Entity Type:	INDIVIDUAL:

Name:	Christine L. Mikrut
Street Address:	6109 Eagle Landing Road
City:	Burke
State/Country:	VIRGINIA
Postal Code:	22015
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3725383	COMPRESSUS

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-951-8132
 Email: linda.salera@bingham.com
 Correspondent Name: Linda A. Salera
 Address Line 1: 1 Federal Street
 Address Line 2: c/o Bingham McCutchen LLP
 Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	11/02/2010

Total Attachments: 26

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TRADEMARK

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INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of October 7, 2010

Reference is hereby made to the Trademark Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "Trademark Security Agreement"), by and among COMPRESSUS INC., a Delaware corporation ("Borrower"), and the lenders from time to time party thereto (collectively, the "Lenders") and to the Loan and Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "Loan and Security Agreement"), by and among the Borrower, and the lenders from time to time party thereto. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Trademark Security Agreement and the Loan and Security Agreement, as applicable.

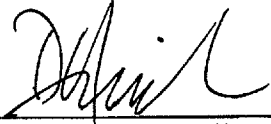
Borrower and City National Bank TTEE Arnold & Porter 401K/PSP FBO Fern O'Brian (the "Acceding Lender") hereby agree as follows:

1. Subject to the terms and conditions of this Instrument of Trademark Security Accession (this "Instrument of Trademark Security Accession"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Trademark Security Agreement as a Lender and therefore the Borrower hereby grants to the Acceding Lender a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under the Trademark Collateral and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of the Borrower's right, title and interest in, to and under the Trademark Collateral to the Lenders to secure payment, performance and observance of the Obligations.
2. The effective date (the "Effective Date") for this Instrument of Trademark Security Accession shall be October 7, 2010.
3. THIS INSTRUMENT OF TRADEMARK SECURITY ACCESSION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
4. This Instrument of Trademark Security Accession may be executed in any number of counterparts which shall together constitute but one and the same agreement. Delivery of a signature page hereto by electronic transmission shall constitute the delivery of an original signature page hereof.

[Remainder of page intentionally left blank.]

AGREED TO AND ACCEPTED:
ACCEDING LENDER:

City National Bank TTEE Arnold & Porter 401K/PSP FBO Fern O'Brian



Name: Daniel P. Aguilar
Title: Vice President

INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of October 7, 2010

Reference is hereby made to the Trademark Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Trademark Security Agreement**"), by and among COMPRESSUS INC., a Delaware corporation ("**Borrower**"), and the lenders from time to time party thereto (collectively, the "**Lenders**") and to the Loan and Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Loan and Security Agreement**"), by and among the Borrower, and the lenders from time to time party thereto. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Trademark Security Agreement and the Loan and Security Agreement, as applicable.

Borrower and Valerie Wiener (the "**Acceding Lender**") hereby agree as follows:

1. Subject to the terms and conditions of this Instrument of Trademark Security Accession (this "**Instrument of Trademark Security Accession**"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Trademark Security Agreement as a Lender and therefore the Borrower hereby grants to the Acceding Lender a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under the Trademark Collateral and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of the Borrower's right, title and interest in, to and under the Trademark Collateral to the Lenders to secure payment, performance and observance of the Obligations.
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[Remainder of page intentionally left blank.]

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

BORROWER:

COMPRESSUS INC.

By [Signature]
Name: John B. Macfarlane
Title: Chief Executive Officer


STATE OF District of Columbia)
) ss.
COUNTY OF Washington DC.)

On this 27 day of October, 2010, before me, the undersigned notary public, personally appeared John B. Macfarlane proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).

[Signature]
(official signature and seal of notary)

My commission expires: July 14, 2012

AGREED TO AND ACCEPTED:
ACCEDING LENDER:


Valerie Wiener

INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of October 7, 2010

Reference is hereby made to the Trademark Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Trademark Security Agreement**"), by and among COMPRESSUS INC., a Delaware corporation ("**Borrower**"), and the lenders from time to time party thereto (collectively, the "**Lenders**") and to the Loan and Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Loan and Security Agreement**"), by and among the Borrower, and the lenders from time to time party thereto. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Trademark Security Agreement and the Loan and Security Agreement, as applicable.

Borrower and **Thomas B. Boguess Living Trust** (the "**Acceding Lender**") hereby agree as follows:

1. Subject to the terms and conditions of this Instrument of Trademark Security Accession (this "**Instrument of Trademark Security Accession**"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Trademark Security Agreement as a Lender and therefore the Borrower hereby grants to the Acceding Lender a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under the Trademark Collateral and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of the Borrower's right, title and interest in, to and under the Trademark Collateral to the Lenders to secure payment, performance and observance of the Obligations.
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3. **THIS INSTRUMENT OF TRADEMARK SECURITY ACCESSION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**
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[Remainder of page intentionally left blank.]

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

BORROWER:

COMPRESSUS INC.

By [Signature]
Name: John B. Macfarlane
Title: Chief Executive Officer

STATE OF District of Columbia)
COUNTY OF Washington D.C.) ss.

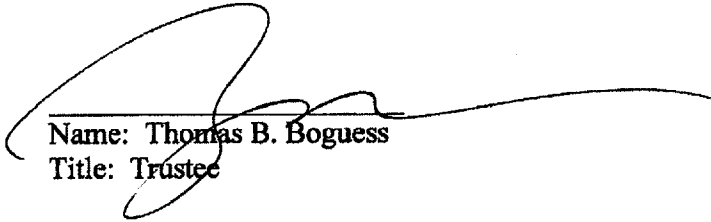
On this 27 day of October, 2010, before me, the undersigned notary public, personally appeared John B. MacFarlane, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).

[Signature]
(official signature and seal of notary)

My commission expires: July 14, 2012

AGREED TO AND ACCEPTED:
ACCEDING LENDER:

Thomas B. Boguess Living Trust



Name: Thomas B. Boguess
Title: Trustee

INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of October 7, 2010

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Borrower and **Neil Galatz and Elaine Galatz, Trustees of Galatz 1977 Family Trust** (the "**Acceding Lender**") hereby agree as follows:

1. Subject to the terms and conditions of this Instrument of Trademark Security Accession (this "**Instrument of Trademark Security Accession**"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Trademark Security Agreement as a Lender and therefore the Borrower hereby grants to the Acceding Lender a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under the Trademark Collateral and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of the Borrower's right, title and interest in, to and under the Trademark Collateral to the Lenders to secure payment, performance and observance of the Obligations.
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[Remainder of page intentionally left blank.]

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

BORROWER:

COMPRESSUS INC.

By [Signature]
Name: John B. Macfarlane
Title: Chief Executive Officer

STATE OF District of Columbia)
) ss.
COUNTY OF Washington D.C.)

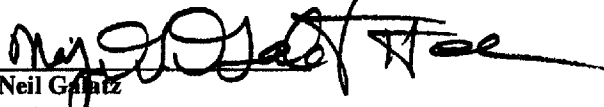
On this 27 day of October, 2010, before me, the undersigned notary public, personally appeared John B. MacFarlane, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).


[Signature]
(official signature and seal of notary)

My commission expires: July 14, 2012

AGREED TO AND ACCEPTED:
ACCEDING LENDER:

Neil Galatz and Elaine Galatz, Trustees of Galatz 1977 Family Trust

By: 
Name: Neil Galatz
Title: Trustee

By: 
Name: Elaine Galatz
Title: Trustee

INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of October 7, 2010

Reference is hereby made to the Trademark Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Trademark Security Agreement**"), by and among COMPRESSUS INC., a Delaware corporation ("**Borrower**"), and the lenders from time to time party thereto (collectively, the "**Lenders**") and to the Loan and Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Loan and Security Agreement**"), by and among the Borrower, and the lenders from time to time party thereto. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Trademark Security Agreement and the Loan and Security Agreement, as applicable.

Borrower and **Joseph and Christine L. Mikrut** (the "**Acceding Lender**") hereby agree as follows:

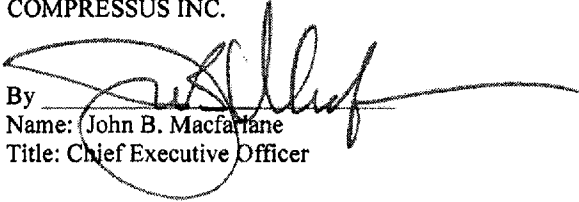
1. Subject to the terms and conditions of this Instrument of Trademark Security Accession (this "**Instrument of Trademark Security Accession**"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Trademark Security Agreement as a Lender and therefore the Borrower hereby grants to the Acceding Lender a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under the Trademark Collateral and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of the Borrower's right, title and interest in, to and under the Trademark Collateral to the Lenders to secure payment, performance and observance of the Obligations.
2. The effective date (the "**Effective Date**") for this Instrument of Trademark Security Accession shall be October 7, 2010.
3. **THIS INSTRUMENT OF TRADEMARK SECURITY ACCESSION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**
4. This Instrument of Trademark Security Accession may be executed in any number of counterparts which shall together constitute but one and the same agreement. Delivery of a signature page hereto by electronic transmission shall constitute the delivery of an original signature page hereof.

[Remainder of page intentionally left blank.]

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

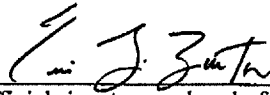
BORROWER:

COMPRESSUS INC.

By 
Name: John B. Macfarlane
Title: Chief Executive Officer

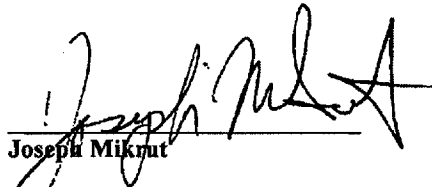
STATE OF District of Columbia)
) ss.
COUNTY OF Washington D.C.)

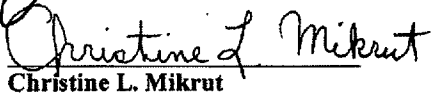
On this 27 day of October, 2010, before me, the undersigned notary public, personally appeared John B. Macfarlane proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).


(official signature and seal of notary)

My commission expires: July 14, 2012

AGREED TO AND ACCEPTED:
ACCEDING LENDER:


Joseph Mikrut


Christine L. Mikrut

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2010 (this "Agreement"), is made by and among Compressus Inc., a Delaware corporation (the "Grantor") and the parties signatory hereto from time to time as Lenders (each a "Lender" and hereinafter, collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of August 19, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") among Grantor and Lenders from time to time party thereto, the lenders agreed to make certain financial accommodation available to the Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Lender, as follows:

1 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan and Security Agreement, as applicable.

2 Grant of Security Interest. The Grantor hereby grants to the Lenders a continuing security interest in all of Grantor's right, title and interest in and to all of the trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing, including, without limitation, the those listed on Schedule 1 attached hereto and made a part hereof, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral") and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of Grantor's right, title and interest in, to and under the Trademark Collateral to the Lenders to secure payment, performance and observance of the Obligations.

3 Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lenders in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Loan and Security Agreement. The terms and provisions of the Loan and Security Agreement (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

4 Loan Document. This Agreement is a Loan Document executed pursuant to the Loan and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

5 Accession of Additional Lenders. A new Lender may accede to this Agreement pursuant to the terms of the Loan and Security Agreement and shall be deemed a "Lender" for all purposes hereunder upon the execution and delivery of an instrument of trademark security accession in the form of Exhibit A hereto.

6 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement.

7 **Governing Law.** New York law governs this Agreement without regard to principles of conflicts
of law.

[Signature page follows.]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

GRANTOR:

COMPRESSUS INC.

By: [Signature]
Name: John B. Macfarlane
Title: Chief Executive Officer

Address:

Compressus Inc.
101 Constitution Avenue, N.W., Suite 800
Washington, D.C. 20001

STATE OF WASHINGTON D.C.)
) ss.
COUNTY OF _____)

On this 27 day of August, 2010, before me, the undersigned notary public, personally appeared John B. Macfarlane, proved to me through satisfactory evidence of identification, which were Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).

[Signature]
(official signature and seal of notary)

My commission expires: July 14, 2012

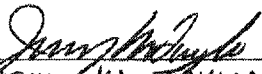
District of Columbia : SS
Subscribed and Sworn to before me
this 27 day of August, 2010

[Signature]
Notary Public, D.C.
My commission expires July 14, 2012

AGREED TO AND ACCEPTED:
LENDER:

PENN IMAGING OF HUMBLE, LP

By: PIH MANAGEMENT, LLC, its general partner

By: 
Name: Jeremy W. Taylor
Title: JSCO-MANAGING MEMBER

(Signature Page to Trademark Security Agreement)

A/73453540

TRADEMARK
REEL: 004308 FRAME: 0880

AGREED TO AND ACCEPTED:
LENDER:

Daniel B. Scherder
Daniel B. Scherder

AGREED TO AND ACCEPTED:
LENDER:


Thomas A. Biebel

AGREED TO AND ACCEPTED:
LENDER:

PERSHING, L.L.C. AS CUSTODIAN F/B/O IRA
FBO W. CRAIG KUHL

By Joe Falcon
Name: Supervisor
Title:

PERSHING LLC
1 PERSHING PLAZA
JERSEY CITY, NJ 07399
ATTN: ALTERNATIVE INVESTMENT DEPT/7TH FL
TAX ID # 13-2741729

SIGNATURE GUARANTEED
MEDALLION GUARANTEED
PERSHING LLC
Joe Falcon
AUTHORIZED SIGNATURE
(4039) Z 0004402
NYSE, INC MEDALLION SIGNATURE PROGRAM

SCHEDULE I

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>OWNER</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
COMPRESSUS INC.	77741620	3725383	COMPRESSUS

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT

**INSTRUMENT OF TRADEMARK SECURITY ACCESSION TO TRADEMARK SECURITY
AGREEMENT**

dated as of _____, 201__

Reference is hereby made to the Trademark Security Agreement, dated as of August __, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Trademark Security Agreement**"), by and among COMPRESSUS INC., a Delaware corporation ("**Borrower**"), and the lenders from time to time party thereto (collectively, the "**Lenders**") and to the Loan and Security Agreement, dated as of August __, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Loan and Security Agreement**"), by and among the Borrower, and the lenders from time to time party thereto. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Trademark Security Agreement and the Loan and Security Agreement, as applicable.

Borrower and [_____] (the "**Acceding Lender**") hereby agree as follows:

1. Subject to the terms and conditions of this Instrument of Trademark Security Accession (this "**Instrument of Trademark Security Accession**"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Trademark Security Agreement as a Lender and therefore the Borrower hereby grants to the Acceding Lender a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under the Trademark Collateral and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of the Borrower's right, title and interest in, to and under the Trademark Collateral to the Lenders to secure payment, performance and observance of the Obligations.
2. The effective date (the "**Effective Date**") for this Instrument of Trademark Security Accession shall be [_____, 20__].
3. THIS INSTRUMENT OF TRADEMARK SECURITY ACCESSION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
4. This Instrument of Trademark Security Accession may be executed in any number of counterparts which shall together constitute but one and the same agreement. Delivery of a signature page hereto by electronic transmission shall constitute the delivery of an original signature page hereof.

[Remainder of page intentionally left blank.]

AGREED TO AND ACCEPTED:
ACCEDING LENDER:

By _____
Name:
Title: