

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CapitalSource Finance LLC, as Agent		11/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3597892	NATIONAL HEALING	
Registration Number:	2932570		
Registration Number:	3214350	NATIONAL HEALING INSTITUTE	
Registration Number:	2915885	WOUND HEALING PERSPECTIVES	
CORRESPONDENCE DATA			
Fax Number:	(312)577-8816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-39		
NAME OF SUBMITTER:	Oscar Ruiz		

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TRADEMARK
 REEL: 004420 FRAME: 0897

Signature:	/Oscar Ruiz/
Date:	11/23/2010
Total Attachments: 7 source=A&R Trademark Security Agreement - NHC#page1.tif source=A&R Trademark Security Agreement - NHC#page2.tif source=A&R Trademark Security Agreement - NHC#page3.tif source=A&R Trademark Security Agreement - NHC#page4.tif source=A&R Trademark Security Agreement - NHC#page5.tif source=A&R Trademark Security Agreement - NHC#page6.tif source=A&R Trademark Security Agreement - NHC#page7.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of this 23rd day of November, 2010, by and among NATIONAL HEALING CORPORATION, a Delaware corporation ("**Grantor**"), MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**"), and CAPITALSOURCE FINANCE LLC, as Resigning Agent (as defined in the Credit Agreement referenced below):

W I T N E S S E T H

WHEREAS, Grantor, certain Affiliates of Grantor, the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), which amends and restates the Original Credit Agreement (as defined in the Credit Agreement), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor and certain Affiliates of Grantor;

WHEREAS, pursuant to the terms of that certain Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), which amends and restates the Original Security Documents (as defined in the Guarantee and Collateral Agreement), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

WHEREAS, Grantor and the Resigning Agent entered into (i) that certain Intellectual Property Security Agreement dated July 19, 2005 which was recorded in the United States Patent and Trademark Office on August 16, 2005 at Reel 3141, Frame 0671 and (ii) that certain Intellectual Property Security Agreement dated February 28, 2007 which was recorded in the United States Patent and Trademark Office on March 5, 2007 at Reel 3493, Frame 0466 (as each may be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, collectively, the "**Original IP Documents**");

WHEREAS, pursuant to the Credit Agreement, Resigning Agent has, among other things, assigned to Grantee (such assignment, the "**Agency Transfer**") all of its rights, remedies and interests as "Agent" under the Original Credit Agreement and the other Loan Documents (as defined in the Original Credit Agreement), including, without limitation, in respect of its capacities as a secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which the Resigning Agent was granted liens on and security interests in any real or personal property of Grantor; and

WHEREAS, it is a condition precedent to each Lender's obligation to extend credit under the Credit Agreement that Grantor shall have executed and delivered this Agreement to Grantee for the ratable benefit of all Lenders, which without constituting a novation, with respect to the "Trademarks" (as defined therein), amends and restates the Original IP Documents in their entirety.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor, Grantee and Resigning Agent agree as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement.

The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Assignment. In connection with the Agency Transfer, Resigning Agent does hereby assign and transfer all of its interests in, to and under the Original IP Documents to Grantee. Grantee hereby accepts such assignment. The execution and delivery of this Agreement shall not in any way affect or modify the liability of Grantor under the Original IP Documents hereby assigned, it being understood and agreed that notwithstanding this Agreement, all of the obligations of Grantor under the Original IP Documents (as amended and restated hereby) shall be and remain enforceable by Grantee, or by its successors and assigns, against Grantor.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

4. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d),

respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

5. Termination. Upon the termination of the Guarantee and Collateral Agreement, promptly upon the request of the Borrower Representative, the Grantee shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement, all without representation or warranty by Grantee and at Grantor's cost and expense.

6. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

7. Amendment and Restatement; No Novation.

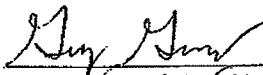
(i) This Agreement, with respect to the "Trademarks" (as defined therein), amends and restates the Original IP Documents in their entirety and shall not be deemed to constitute a novation of the Original IP Documents or any of the obligations of the Grantor thereunder.

(ii) The security interests, liens and pledges granted to the Resigning Agent in the Original IP Documents are intended to be, and are, continued under this Agreement as the security interests granted to Grantee as security for the Obligations and shall not be eliminated or otherwise adversely affected by the execution and delivery of this Agreement.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NATIONAL HEALING CORPORATION, a
Delaware corporation

By: 
Name: Greg Gardner
Title: Treasurer

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Grantee

By: _____
Name: Faraaz Kamran
Title: Director

CAPITALSOURCE FINANCE LLC,
as Resigning Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NATIONAL HEALING CORPORATION, a
Delaware corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Grantee

By: 
Name: Faraaz Kamran
Title: Director

CAPITALSOURCE FINANCE LLC,
as Resigning Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NATIONAL HEALING CORPORATION, a
Delaware corporation


By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Grantee


By: _____
Name: Faraaz Kamran
Title: Director

CAPITALSOURCE FINANCE LLC,
as Resigning Agent

By:  _____
Name: Christopher J. Blagg
Title: Authorized Signatory

Schedule A

Trademark Registrations

Mark	Registration Number	Registration Date	Jurisdiction
NATIONAL HEALING	3,597,892	March 31, 2009	U.S.
	2,932,570	March 15, 2005	U.S.
NATIONAL HEALING INSTITUTE	3,214,350	February 27, 2007	U.S.
WOUND HEALING PERSPECTIVES	2,915,885	January 1, 2005	U.S.

Trademark Applications

Mark	Registration Number	Registration Date	Jurisdiction
None.			