

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
Clinical Innovations, LLC		12/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
AMDS, Inc.		12/10/2010	CORPORATION: DELAWARE
AMDH, Inc.		12/10/2010	CORPORATION: DELAWARE
ACI Medical Devices, Inc.		12/10/2010	CORPORATION: DELAWARE
TP Group-CI Inc.		12/10/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1973681	CLEARVIEW
Registration Number:	2145670	KOALA
Registration Number:	2562058	OMNICUP
Registration Number:	2615500	KIWI
Registration Number:	2752902	
Registration Number:	2772711	LATITUDE
Registration Number:	3402659	ACCUCIRC
Registration Number:	3193673	SOFTLIFT

CORRESPONDENCE DATA**900178921****TRADEMARK
REEL: 004434 FRAME: 0715**

OP \$215.00 1973681

Fax Number: (404)443-5697

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

Phone: 4044435744

Email: lallen@mcguirewoods.com

Correspondent Name: Laura Phillips, Esq.

Address Line 1: McGuire Woods LLP

Address Line 2: 1170 Peachtree Street N.E., Suite 2100

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

2060236-0011

NAME OF SUBMITTER:

Latosha E. Allen

Signature:

/Latosha E. Allen/

Date:

12/15/2010

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of December 10, 2010, among Clinical Innovations, LLC (the "Borrower"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty, Pledge and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, or otherwise modified from time to time, the "Guaranty, Pledge and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty, Pledge and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty, Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

CLINICAL INNOVATIONS, LLC,
as Grantor

By: Mark King
Name: J. Mark King
Title: President

AMDS, INC., as Grantor

By: Mark King
Name: J. Mark King
Title: President

AMDH, INC., as Grantor

By: Mark King
Name: J. Mark King
Title: President

ACI MEDICAL DEVICES, INC., as Grantor

By: Mark King
Name: J. Mark King
Title: President

TP GROUP-CI INC., as Grantor

By: Mark King
Name: J. Mark King
Title: President

STATE OF Utah)
COUNTY OF Salt Lake) SS.
)

On this 8 day of December, 2010, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared J. Mark King to me known to be an authorized representative of Clinical Innovations, LLC, a Delaware limited liability company, AMDS, Inc., a Delaware corporation, AMDH, Inc., a Delaware corporation, ACI Medical Devices, Inc., a Delaware corporation, and TP Group - CI Inc., a Delaware corporation, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Clinical Innovations, LLC, AMDS, Inc., AMDH, Inc., ACI Medical Devices, Inc., and TP Group - CI Inc. for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Heather Wong
Print or Type Name: Heather Wong
Notary Public in and for the State of Utah
Residing at Salt Lake City, UT
My appointment expires: January 12, 2011



NOTARY PAGE OF TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004434 FRAME: 0720

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Ketan Parikh
Title: Duly Authorized Signatory

TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004434 FRAME: 0721

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

1. REGISTERED TRADEMARKS

Clinical Innovations, LLC

Clinical Innovations, LLC

Mark	Appln. No.	Filed	Regn. No.	Registered	Status
CLEARVIEW	74/624,990	01/24/95	1,973,681	05/14/96	Registered
KOALA	75/071,812	03/13/96	2,145,670	03/24/98	Registered
OMNICUP	78/082,179	08/31/01	2,562,058	04/16/02	Registered
KIWI	78/069,188	06/14/01	2,615,500	09/03/02	Registered
Miscellaneous Design (circle and square design)	78/098,150	12/31/01	2,752,902	08/19/03	Registered
LATITUDE	78/146,702	07/23/02	2,772,711	10/07/03	Registered
ACCUCIRC	77/101,460	02/07/07	3,402,659	03/25/08	Registered
SOFTLIFT		01/02/07	3,193,673	01/02/07	Registered

2. TRADEMARK APPLICATIONS

Mark Application No. Date

None

3. IP LICENSES

None