

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Instrument of Accession to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Compressus Inc.		12/23/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Engbert Panman		
<b>Street Address:</b>	Reigerlaan 8		
<b>City:</b>	9765 TE Paterswolde		
<b>State/Country:</b>	NETHERLANDS		
<b>Entity Type:</b>	INDIVIDUAL: NETHERLANDS		
<b>Name:</b>	David Lawrence Hutsell		
<b>Street Address:</b>	3905 Deer Tree Hills Drive		
<b>City:</b>	Orange Park		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32065		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>Name:</b>	Randall G. Pence or Robin H. Pence, JTWROS		
<b>Street Address:</b>	3104 Worthington Circle		
<b>City:</b>	Falls Church		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22044-2631		
<b>Entity Type:</b>	TRUST: VIRGINIA		
<b>Name:</b>	Equity Trust Company		
<b>Doing Business As:</b>	DBA Sterling Trust Custodian FBO John Fenton Evans A/C 110494		
<b>Street Address:</b>	7901 Fish Pond Road		
<b>Internal Address:</b>	IRA Client Services		
<b>City:</b>	Waco		
<b>State/Country:</b>	TEXAS		

OP \$40.00 3725383

900187870

**TRADEMARK**  
 REEL: 004510 FRAME: 0602

Postal Code:	76702-2526
Entity Type:	Trust Custodian: TEXAS

Name:	Luther D. Shank III
Street Address:	309 Corrie Lane
Internal Address:	P.O. Box 634
City:	Odessa
State/Country:	DELAWARE
Postal Code:	19730
Entity Type:	INDIVIDUAL: UNITED STATES

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

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:  
 Address Line 4:

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	03/29/2011

**Total Attachments: 26**

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**TRADEMARK**

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**INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT**

dated as of December 23, 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.

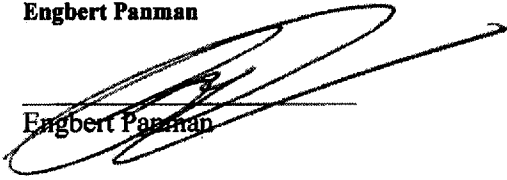
Borrower and Engbert Panman (the "Acceding Lender") hereby agree as follows:

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 December 23, 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:  
**Engbert Panman**



Engbert Panman

**INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT**

dated as of December 23, 2010

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Borrower and **David Lawrence Hutsell** (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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AGREED TO AND ACCEPTED:  
ACCEDING LENDER:  
**David Lawrence Hutsell**

  
**David Lawrence Hutsell**

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dated as of December 23, 2010

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Borrower and **Randall G. Pence or Robin H. Pence, JTWROS** (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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AGREED TO AND ACCEPTED:  
ACCEDING LENDER:

**Randall G. Pence or Robin H. Pence, JTWROS**

*Randall G. Pence*  
Randall G. Pence

*Robin H. Pence*  
Robin H. Pence *RGP*

**INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT**

dated as of December 23, 2010

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Borrower and **Equity Trust Company, d.b.a. Sterling Trust Custodian FBO John Fenton Evans A/C 110494**, (the "**Acceding Lender**") hereby agree as follows:

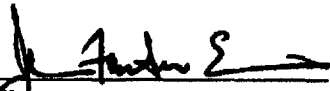
1. Subject to the terms and conditions of this Instrument of Trademark Security Accession (this "**Instrument of Trademark Security Accession**"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Trademark Security Agreement as a Lender and therefore the Borrower 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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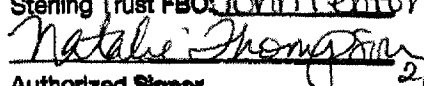
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AGREED TO AND ACCEPTED:  
ACCEDING LENDER:

Equity Trust Company, d.b.a. Sterling Trust  
Custodian FBO John Fenton Evans A/C 110494

By   
Name: \_\_\_\_\_  
Title: John FENTON EVANS

Equity Trust Company, dba  
Sterling Trust FBO: John Fenton Evans 110494  
  
Authorized Signor 2/16/11

**INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT**

dated as of December 23, 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 **Luther D. Shank, III** (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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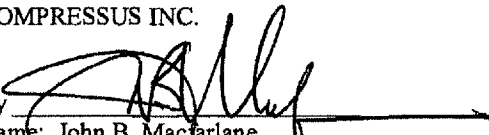
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IN WITNESS WHEREOF, the Borrower has caused this Instrument of Trademark Security Accession to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWER:

COMPRESSUS INC.

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

STATE OF District of Columbia )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this 10 day of March, 2010, before me, the undersigned notary public, personally appeared John B Macfarlane, proved to me through satisfactory evidence of identification, which were Passport, 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:  
**Luther D. Shank, III**

A handwritten signature in cursive script, appearing to read "Luther D. Shank, III".

**Name: Luther D. Shank, III**  
Title:

**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.]

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**TRADEMARK**  
**REEL: 004510 FRAME: 0621**



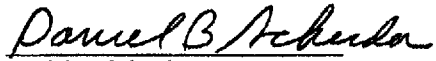
AGREED TO AND ACCEPTED:  
LENDER:

PENN IMAGING OF HUMBLE, LP

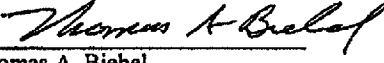
By: PIH MANAGEMENT, LLC, its general partner

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

AGREED TO AND ACCEPTED:  
LENDER:

  
Daniel B. Scherder

AGREED TO AND ACCEPTED:  
LENDER:

  
Thomas A. Biebel

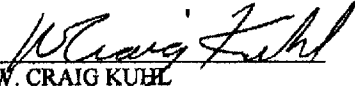
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(Signature Page to Trademark Security Agreement)

TRADEMARK  
REEL: 004510 FRAME: 0625



AGREED TO AND ACCEPTED:  
LENDER:

  
W. CRAIG KUHLE

(Signature Page to Trademark Security Agreement)

A/73453540

TRADEMARK  
REEL: 004510 FRAME: 0626

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

A/73453540.5

TRADEMARK  
REEL: 004510 FRAME: 0627

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: