

TRADEMARK ASSIGNMENT

03/29/2011
900187877

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 1 to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Compressus Inc.		12/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Daniel B. Scherder
Street Address:	10802 Brandemill Park
City:	Spotsylvania
State/Country:	VIRGINIA
Postal Code:	22551
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Penn Imaging of Humble, L.P.
Street Address:	9802 F.M. 1960 Bypass, West
Internal Address:	Suite 100
City:	Humble
State/Country:	TEXAS
Postal Code:	77338
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	W. Craig Kuhl
Street Address:	15 MacLane Ct.
City:	Saint Louis
State/Country:	MISSOURI
Postal Code:	63127
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	City National Bank TTEE Arnold & Porter 401KPSP FBO Fern O'Brian
Street Address:	225 Broadway, Suite 500
Internal Address:	Wealth Management Services
City:	San Diego

OP \$40.00 3725383

State/Country:	CALIFORNIA
Postal Code:	92101
Entity Type:	TRUSTEE: CALIFORNIA

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

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

Name:	Neil Galatz and Elaine Galatz, Trustees of Galatz 1977 Family Trust
Street Address:	428 South Fourth Street
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89101
Entity Type:	TRUSTEE: NEVADA

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

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

Name:	Engbert Panman
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Street Address:	Reigertaan 8
City:	9765 TE Paterswolde
State/Country:	NETHERLANDS
Entity Type:	INDIVIDUAL: NETHERLANDS

Name:	David Lawrence Hutsell
Street Address:	3905 Deer Tree Hills Drive
City:	Orange Park
State/Country:	FLORIDA
Postal Code:	32065
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Randall G. Pence or Robin H. Pence, JTWROS
Street Address:	3104 Worthington Circle
City:	Falls Church
State/Country:	VIRGINIA
Postal Code:	22044-2631
Entity Type:	TRUST: UNITED STATES

Name:	Equity Trust Company
Doing Business As:	DBA Sterling Trust Custodian FBO John Fenton Evans A/C 110494
Street Address:	7901 Fish Pond Road
Internal Address:	IRA Client Services
City:	Waco
State/Country:	TEXAS
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

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
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Signature:	/Linda A. Salera/
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Date:	03/29/2011
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Total Attachments: 16

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**AMENDMENT NO. 1
TO
TRADEMARK SECURITY AGREEMENT**

This AMENDMENT NO. 1 (this "Amendment"), dated as of December 23, 2010, to the TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2010, 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 Trademark Security Agreement dated as of August 19, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement") among Grantor and Lenders from time to time party thereto, the Grantor granted a security interest to the Trademark Collateral (as defined therein); and

WHEREAS, Grantor and Lender would like to amend the Trademark Agreement to permit Grantor to file updated Schedule 1 from time to time to reflect additional Trademark Collateral (as defined in the Trademark Agreement).

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

1 The Trademark Agreement is hereby amended as follows:

(a) Paragraph 2 captioned "Grant of Security Interest" is hereby amended by inserting the following new last sentence at the end of the paragraph:

"Each Lender permits the Grantor to (but Grantor shall not be obligated to) modify this Agreement without the necessity of any Lender's further approval or signature, by amending Schedule 1 hereto to include any future or other after-acquired Trademark Collateral."

2 **Counterparts.** This Amendment 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 Amendment.

3 **Governing Law.** New York law governs this Amendment without regard to principles of conflicts of law.


[Signature page follows.]

STATE OF DISTRICT OF COLUMBIA

IN WITNESS WHEREOF, this Amendment No. 1 to the Trademark Security Agreement has been executed as of the day and year first above written.

GRANTOR:

COMPRESSUS INC.

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

Address:

STATE OF District of Columbia)
) ss.
COUNTY OF _____)


On this 10 day of March, 2011, 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

STATE OF CALIFORNIA COUNTY OF ALBERQUERQUE

AGREED TO AND ACCEPTED:
LENDER:


Daniel B. Scherder

STATE OF OHIO COUNTY OF TERENCE COUNTY

AGREED TO AND ACCEPTED:
LENDER:


PENN IMAGING OF HUMBLE, L.P.

By: PIH Management, L.L.C.
Its General Partner

By: 
Jeremy W. Taylor
Its Co-Managing Member

STATE OF UTAH COUNTY OF KANE

AGREED TO AND ACCEPTED:
LENDER:



W. Craig Kuhl

11/5/11

CITY OF BIRMINGHAM COURTHOUSE FEDERAL STREET

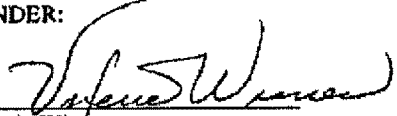
AGREED TO AND ACCEPTED:
LENDER:

City National Bank TTEE Arnold & Porter 401KSPSP FBO Fern O'Brian

By 
Name: DANIEL ABELSON
Title: VP / TRUST OFFICER

STATE OF UTAH COUNTY OF KANE

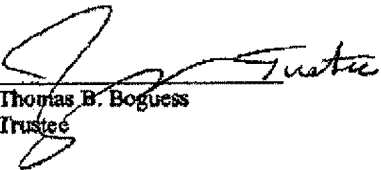
AGREED TO AND ACCEPTED:
LENDER:


Valerie Wiener

LIBRARY AT COLUMBIA UNIVERSITY LIBRARY STREET

AGREED TO AND ACCEPTED:
LENDER:


Thomas B. Boguess Living Trust

By 
Name: Thomas B. Boguess
Title: Trustee

A/73574873.2

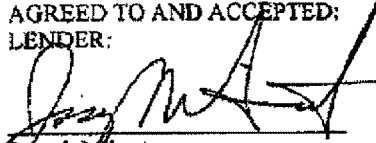
AGREED TO AND ACCEPTED:
LENDER:


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

By 
Name: Neil Galatz
Title: Trustee

By 
Name: Elaine Galatz
Title: Trustee

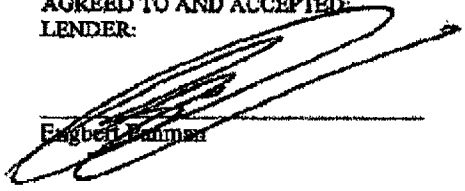
AGREED TO AND ACCEPTED:
LENDER:


Joseph Mikrut


Christine L. Mikrut

STATE OF CALIFORNIA COUNTY OF ALBANY

AGREED TO AND ACCEPTED:
LENDER:



Esger L. Hansen

A73574473.2

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

AGREED TO AND ACCEPTED:
LENDER:




David Lawrence Hutsell

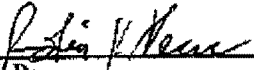
STATE OF OREGON COUNTY OF TILLAMOOK

AGREED TO AND ACCEPTED:
LENDER:

Randall G. Pence or Robin H. Pence, JTWROS



Randall G. Pence



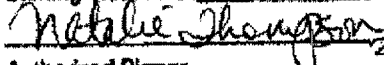
Robin H. Pence

STATE OF CALIFORNIA COUNTY OF ALBERTA

AGREED TO AND ACCEPTED:
LENDER:

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

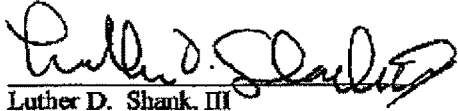
By: 
Name: John F. Evans
Title: N/A

Equity Trust Company, dba
Sterling Trust FBO ~~John F Evans~~ # 110494
 2/28/11
Authorized Signor

A73548732

LINDA M. SHANKS COURTNEY FEDERAL STREET

AGREED TO AND ACCEPTED:
VENDOR:



Luther D. Shank, III

A173576813.2

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

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