

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.		02/18/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jeffrey H. Zapolsky		
Street Address:	1449 Knapp Street		
City:	Oshkosh		
State/Country:	WISCONSIN		
Postal Code:	54902		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Linda D. Range		
Street Address:	5267 Beck Road		
City:	Red Bud		
State/Country:	ILLINOIS		
Postal Code:	62278		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Craig S. Brightup		
Street Address:	215 North Pitt Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Craig M. Range		
Street Address:	3614 Fossil Creek Lane		
City:	Waterloo		
State/Country:	ILLINOIS		
Postal Code:	62298		

OP \$40.00 77741620

Entity Type: INDIVIDUAL: UNITED STATES

Name:	Aimee K. Range
Street Address:	3614 Fossil Creek Lane
City:	Waterloo
State/Country:	ILLINOIS
Postal Code:	62298
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Randall G. Pence
Street Address:	3104 Worthington Circle
City:	Falls Church
State/Country:	VIRGINIA
Postal Code:	22044
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77741620	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:	04/19/2011

Total Attachments: 41
source=Compressus Accessions to Trademark Security Agreement (4th round)#page1.tif
source=Compressus Accessions to Trademark Security Agreement (4th round)#page2.tif
source=Compressus Accessions to Trademark Security Agreement (4th round)#page3.tif
source=Compressus Accessions to Trademark Security Agreement (4th round)#page4.tif
source=Compressus Accessions to Trademark Security Agreement (4th round)#page5.tif
source=Compressus Accessions to Trademark Security Agreement (4th round)#page6.tif
source=Compressus Accessions to Trademark Security Agreement (4th round)#page7.tif

INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of February 18, 2011

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 Jeffrey H. Zapolsky (the "Acceding Lender") hereby agree as follows:

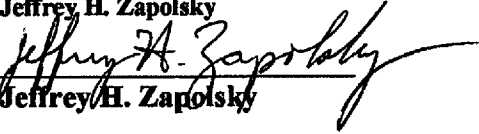
1. Subject to the terms and conditions of this Instrument of Trademark Security Accession (this "Instrument of Trademark Security Accession"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Trademark Security Agreement as a Lender and therefore the Borrower hereby 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 February 18, 2011.
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:

Jeffrey H. Zapolsky


Jeffrey H. Zapolsky

INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of February 18, 2011

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 **Linda D. Range** (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 February 18, 2011.
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:

Linda D. Range


Linda D. Range

INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of February 18, 2011

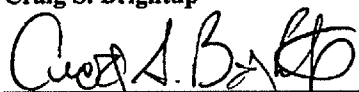
Reference is hereby made to the Trademark Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Trademark Security Agreement**"), by and among COMPRESSUS INC., a Delaware corporation ("**Borrower**"), 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 **Craig S. Brightup** (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 February 18, 2011.
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:
Craig S. Brightup



Craig S. Brightup

INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of February 18, 2011

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 **Craig M. Range and Aimee K. Range** (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 February 18, 2011.
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:

Craig M. Range and Aimee K. Range


Craig M. Range


Aimee K. Range

INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of February 18, 2011

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 **Randall G. Pence** (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 February 18, 2011.
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 [Signature]
Name: (John B. Macfarlane
Title: Chief Executive Officer

STATE OF Washington)
) ss.
COUNTY OF D.C.)

On this 12 day of April, 2011, before me, the undersigned notary public, personally appeared John 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 _____).

[Signature]
(official signature and seal of notary)

My commission expires: July 14, 2012

District of Columbia : SS
Subscribed and Sworn to before me
this 12 day of April, 2011
[Signature]
Notary Public, D.C.
My commission expires July 14, 2012

AGREED TO AND ACCEPTED:
ACCEDING LENDER:
Randall G. Pence

Randall G. Pence

Randall G. Pence

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 I 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.]

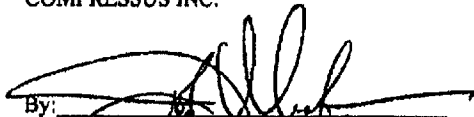
A/73453540.5

TRADEMARK
REEL: 004524 FRAME: 0735

IN WITNESS WHEREOF, this 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:

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

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

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 _____).

John Clemente Garcia
(official signature and seal of Notary)

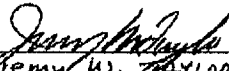
My commission expires: July 14, 2012

District of Columbia : SS
Subscribed and Sworn to before me
this 27 day of August, 2010
John Clemente Garcia
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: ISCO-MANAGING MEMBER

AGREED TO AND ACCEPTED:
LENDER:

Daniel B. Scherder
Daniel B. Scherder

A/73453540

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 004524 FRAME: 0738

AGREED TO AND ACCEPTED:
LENDER:

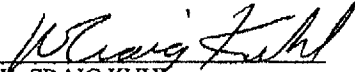

Thomas A. Biebel

A/73453540

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 004524 FRAME: 0739

AGREED TO AND ACCEPTED:
LENDER:


W. CRAIG KUHLE

SCHEDULE 1

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

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:

**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.

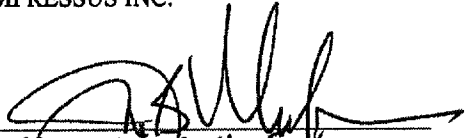
3 Governing Law. New York law governs this Amendment without regard to principles of conflicts of law.

[Signature page follows.]

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:

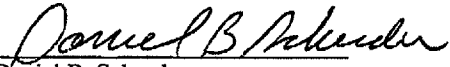
STATE OF District of Columbia)
) ss.
COUNTY OF _____)

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


AGREED TO AND ACCEPTED:
LENDER:


Daniel B. Scherder

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

AGREED TO AND ACCEPTED:
LENDER:

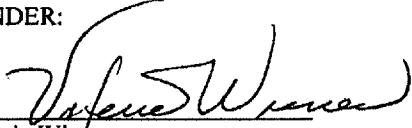

W. Craig Kuhl 11/5/11

AGREED TO AND ACCEPTED:
LENDER:

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

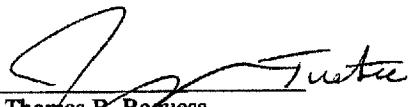
By 
Name: Danyel Aguilar
Title: VP / TRUST OFFICER

AGREED TO AND ACCEPTED:
LENDER:


Valerie Wiener


AGREED TO AND ACCEPTED:
LENDER:

Thomas B. Boguess Living Trust

By 
Name: Thomas B. Boguess
Title: Trustee

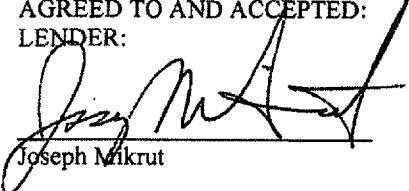
AGREED TO AND ACCEPTED:
LENDER:

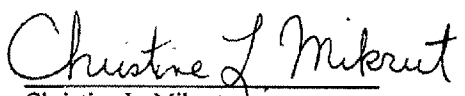
Neil Galantz and Elaine Galatz, Trustees of Galatz 1977 Family Trust

By 
Name: Neil Galatz
Title: Trustee

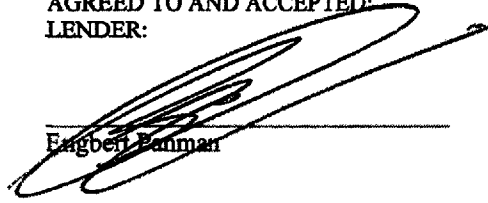
By 
Name: Elaine Galatz
Title: Trustee

AGREED TO AND ACCEPTED:
LENDER:


Joseph Mikrut


Christine L. Mikrut

AGREED TO AND ACCEPTED:
LENDER:



Engbert Bauman

AGREED TO AND ACCEPTED:
LENDER:

A handwritten signature in black ink, appearing to read "David Lawrence Hutsell", written over a horizontal line.

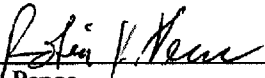
David Lawrence Hutsell

AGREED TO AND ACCEPTED:
LENDER:

Randall G. Pence or Robin H. Pence, JTWROS



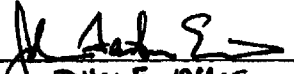
Randall G. Pence

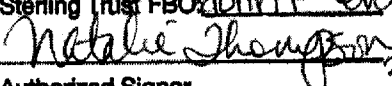


Robin H. Pence

AGREED TO AND ACCEPTED:
LENDER:

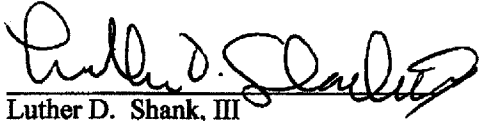
Equity Trust Company, d.b.a. Sterling Trust Custodian
FBO John Fenton Evans A/C 110494

By: 
Name: JOHN F. EVANS
Title: N/A

Equity Trust Company, dba
Sterling Trust FBO John F Evans # 110494

Authorized Signor 2/28/11

A/73574873.2

AGREED TO AND ACCEPTED:
LENDER:


Luther D. Shank, III

A/735748732

RECORDED: 04/19/2011

TRADEMARK
REEL: 004524 FRAME: 0759