

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/27/2011
 900195492

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioDem, Inc.		06/13/2011	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Gary L. Damkoehler		
Street Address:	8130 Kipps Colony Drive West		
City:	Gulfport		
State/Country:	FLORIDA		
Postal Code:	33707		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77596722	LIBERTY	
Serial Number:	77596736	LADY LIBERTY	
Serial Number:	85197627	EXTRADERM	
Registration Number:	3226472	FINALLY, THERE'S A BETTER WAY	
Registration Number:	3383457	CATH GRIP	
Registration Number:	3340408	BIODERM	
CORRESPONDENCE DATA			
Fax Number:	(301)610-9569		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	301-610-7634		
Email:	rhe@epsteingerken.com		
Correspondent Name:	Epstein & Gerken		
Address Line 1:	1901 Research Blvd		
Address Line 2:	Suite 340		
Address Line 4:	Rockville, MARYLAND 20850		

OPI \$165.00 77596722

USPTO

6/29/2011 6:19:50 PM PAGE 5/014 Fax Server

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ATTORNEY DOCKET NUMBER:	0245.820
NAME OF SUBMITTER:	Robert H. Epstein
Signature:	/robert h epstein/
Date:	06/27/2011
Total Attachments: 9 source=PTO-1594#page1.tif source=Security-Agreement-TM#page1.tif source=Security-Agreement-TM#page2.tif source=Security-Agreement-TM#page3.tif source=Security-Agreement-TM#page4.tif source=Security-Agreement-TM#page5.tif source=Security-Agreement-TM#page6.tif source=Security-Agreement-TM#page7.tif source=Security-Agreement-TM#page8.tif	

Form TPO-1804 (Rev. 01-09)
OMG Collection 3651-0027 (exp. 02/28/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BioDerm, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Florida
- Other

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 06/13/2011

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Gary S. Damaskovic

Internal

Address:

Street Address: 6130 Sloop Colony Drive Sloop

City: Gulfport

State: Florida

Country: US

Zip: 33707

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Individual

Citizenship US of America

If assignor is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77/596,722
77/596,736
85/197,627

B. Trademark Registration No.(s)

3,226,472 3,363,457
3,340,408

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown).

77/596,722 - LIBERTY; 77/596,736 - LADYLIBERTY; 85/197,627 - EXTRADERM
3,226,472 - FINALLY THERE'S A BETTER WAY; 3,340,408 - BIODERM; 3,363,457 - CATH GRIP

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Epstein & Gerken

Internal Address: Robert H. Epstein

Street Address: 1901 Research Blvd
Suite 340

City: Rockville

State: Maryland Zip: 20850

Phone Number: 301-610-7654

Fax Number: 301-610-3169

Email Address: sheep@epsteingerken.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.8(b)(3) & 3.41) \$ 165.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

/Robert H. Epstein/

Signature

06/24/2011

Date

Robert H. Epstein

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-6145, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22303-1450

SECURITY AGREEMENT
(Chattel Mortgage)

THIS SECURITY AGREEMENT (the "Agreement"), made this 13th day of June, 2011, under the laws of the State of Florida by and between BIODERM, INC., A FLORIDA CORPORATION, (hereinafter referred to herein as the "Debtor") and GARY L. DAMKOEHLER, (hereinafter referred to herein as "Secured Party").

WITNESSETH:

To secure the payment of an indebtedness in the original principal amount of of SIX HUNDRED THREE THOUSAND AND EIGHT HUNDRED AND FIFTY Dollars (\$603,850.00), as evidenced by the Promissory Note or Notes of even date herewith attached hereto as Exhibit A, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all future advances or loans which may be made at the option of the Secured Party (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest and mortgages to the Secured Party in the following:

1. The property described in the attached Exhibit B (hereinafter called the "Collateral").
2. All property, goods and chattels of the same classes as those on the attached Exhibit B, acquired by the Debtor subsequent to the execution of this Agreement and prior to its termination.
3. All proceeds thereof, if any.
4. All increases, substitutions, replacements, additions and accessions thereto.

I. Debtor warrants, covenants and agrees as follows:

(a) To pay and perform all of the obligations secured by this Agreement according to their terms.

(b) To defend the title to the Collateral against all persons and against all claims and demands whatsoever, which Collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments.

(c) On demand of the Secured Party to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this Agreement, execute any instrument or statement required by law

or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the Collateral and pay all costs of filing in connection therewith.

(d) To retain possession of the Collateral during the existence of this Agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party, unless such sale is under five hundred dollars (\$500.00) or in the ordinary course of Debtor's business.

(e) To keep the Collateral at the location specified in the attached Exhibit B and not to remove same (except in the usual course of business or for temporary periods) without the prior written consent of the Secured Party.

(f) To keep the Collateral free and clear of all liens, charges, encumbrances, taxes and assessments, except for liens for taxes not delinquent or for taxes which are being diligently contested in good faith by Debtor; liens arising by operation of law or in the ordinary course of Debtor's business with respect to obligations which are not due or which are being diligently contested in good faith by Debtor and which will not jeopardize or diminish in any material respect the interest of Secured Party in the Collateral; and purchase money liens on any property held or acquired by Debtor in the ordinary course of Debtor's business securing indebtedness incurred or assumed for the purpose of financing all or any part of the cost of acquiring such property.

(g) To pay, when due, all taxes, assessments and license fees relating to the Collateral.

(h) To keep the Collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times.

(i) To keep the Collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies naming Secured Party as an additional insured shall be obtained from responsible insurers authorized to do business in this state. Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so. Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damage to the Collateral and shall promptly file proofs of loss with insurers. Debtor hereby appoints the Secured Party the attorney for the Debtor in obtaining, adjusting and canceling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness.

(j) To immediately notify the Secured Party in writing of any change in or

discontinuance of Debtor's place or places of business and/or residence.

(k) That if the Collateral has been attached to or is to be attached to real estate, a description of the real estate and the name and address of the record owner is set forth in the attached Schedule; if the said Collateral is attached to real estate prior to the perfection of the security interest granted hereby Debtor will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the Collateral which is prior to Secured Party's interest.

(l) To provide the Secured Party with monthly financial statements.

II. The parties further agree:

(a) Notes, if any, executed in connection with this Agreement, are separate instruments and may be negotiated by Secured Party without releasing Debtor, the Collateral, or any Debtor or co-maker. Debtor consents to any extension of time of payment.

(b) Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure.

(c) Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing.

(d) The Uniform Commercial Code of the State of Florida shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision of this Agreement.

III. The following shall constitute a default by Debtor:

(a) Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due.

(b) The Secured Party holding the greatest initial portion of the Note or Notes combined may, at any time it deems itself insecure, without notice or demand, declare all secured liabilities due and payable and this Agreement in default.

(c) Breach of any representations or warranties made or given by Debtor in connection with this Agreement.

(d) Subjection of the Collateral to levy of execution or other judicial process.

(e) Commencement of any insolvency proceeding by or against the Debtor or of any Debtor or of surety for the Debtor's obligations.

(g) Any reduction in the value of the Collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein.

IV. Default

(a) Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this Agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the Collateral and disposition of the proceeds as are accorded to a Secured Party by the applicable sections of the Uniform Commercial Code respecting "Default", in effect as of the date of this Security Agreement and the right to have a receiver appointed.

(b) Upon any default, the Secured Party's reasonable attorney's fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the Collateral shall be chargeable to the Debtor.

(c) The Debtor shall remain liable for any deficiency resulting from a sale of the Collateral and shall pay any such deficiency forthwith on demand.

(d) If the Debtor shall default in the performance of any of the provisions of this Agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby.

(e) In conjunction with, addition to or substitution for those rights, Secured Party, at his/her discretion, may: (1) enter upon Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the Collateral, or render it unusable, or dispose of the Collateral on the Debtor's premises and the Debtor agrees not to resist or interfere; (2) require Debtor to assemble the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party reasonably convenient to both parties (Debtor agrees that the Secured Party's address as set forth above is a place reasonably convenient for such assembling); (3) unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Debtor shown above, at least three (3) days before the time of sale or disposition.

(f) Secured Party may assign this Agreement and if assigned the assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's obligations and

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agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder. Debtor will assert no claims or defenses Debtor may have against the Secured Party against the assignee.

(g) The Secured Party is hereby authorized to file this Agreement and all Financing Statements and refilings, including but not limited to refilings for lapsed Financing Statements, and continuations thereof as the Secured Party deems necessary or advisable to create, preserve or protect the security interest and Collateral.

(h) The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

(i) The gender and numbers used in this Agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

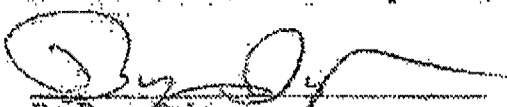
(j) The parties acknowledge that the counsel for the Secured Party prepared this Agreement on behalf of and in the course of its representation of the Secured Party. The Debtor has been advised and had the opportunity to seek the advice of independent legal counsel, and that accordingly no presumption shall arise as to the construction of this Agreement in favor of any party.

(k) This Agreement may be not be changed orally.

IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents the day and year first above written.

DEBTOR:

BIODERM, INC., a Florida corporation,


By: Byron Dyke
Its: Secretary

SECURED PARTY:


Gary L. Dankoehler

TRADOC3 18919105 1

EXHIBIT B

Collateral

Location: BioDerm, Inc.
12320 73rd Court
North Largo, FL 33773

The term Collateral shall mean the following assets:

(a) Any and all accounts and all other rights of DEBTOR to payment for goods sold or leased, or to be sold or leased, or for services rendered or to be rendered, whether or not earned by performance, howsoever evidenced or incurred, including without limitation all accounts, contract rights, book debts, checks, drafts, notes, instruments, chattel paper, acceptances and general intangibles, all returned or repossessed goods and all books, records, computer tapes, computer programs, computer databases, all other forms of electronic storage, and ledger books arising therefrom or relating thereto, whether now owned or hereafter acquired or arising (collectively "Accounts").

(b) Any and all of DEBTOR's now owned or existing or hereafter acquired or arising rights under contracts not yet earned by performance and not evidenced by an instrument or chattel paper ("Contract Rights").

(c) Any and all fixtures, tenant improvements not constituting part of any realty, machinery, vehicles, equipment, furniture and other personal property of every nature whatsoever now or hereafter owned by DEBTOR wheresoever located including personal property now or hereafter located in, on, or used or intended to be used in connection with, the operation of any of the real property now or hereafter owned or leased by DEBTOR, including without limitation (i) all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing, and (ii) all of the right, title and interest of DEBTOR in any such personal property or fixtures subject to any conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by or on behalf of DEBTOR (collectively "Equipment").

(d) Any and all general intangibles of DEBTOR, whether now existing or hereafter acquired or arising, including without limitation, all copyrights, royalties, trademarks, trade names, service marks, patent and proprietary rights including but not limited to any and all rights (by assignment or otherwise) therein, including, intellectual property, all copyright applications, patent applications, rights to sue and recover for infringement of patents, copyrights, trademarks, trade names, service marks or other intellectual property, software programming, blueprints, drawings, designs, trade secrets, plans, diagrams, schematics, and assembly and display materials relating thereto, goodwill, all customer lists, and all licenses and any license rights (by

assignment or otherwise), permits, and agreements of any kind or nature pursuant to which DEBTOR possesses, uses, or has authority to possess or use property (whether tangible or intangible) of others or others possess, use, or have authority to possess or use property (whether tangible or intangible) of DEBTOR, including but not limited to intangibles listed on Schedules 1-6, (collectively "General Intangibles").

(c) Any and all inventory of DEBTOR, whether now owned or hereafter acquired, wherever located, including without limitation, all goods intended for sale or lease consisting of, but not limited to, all raw materials, work in process, and all finished goods, packaging, labels, advertising materials, and all supplies of every kind or nature which are used or may be used in manufacturing, selling, packing, shipping, advertising, leasing or furnishing of goods, whether now owned or hereafter acquired and wherever located (collectively "Inventory").

(d) All other non-real property assets and property of DEBTOR of whatever kind and wherever located.

(e) All goods owned or possessed by DEBTOR.

(f) All deposit accounts maintained by DEBTOR with the Secured Party (herein, collectively "Deposit Accounts"), and the proceeds thereof.

(g) Any deposits, credits, securities, interests, participations, shares, collateral or property of DEBTOR at any time now or thereafter in the possession, custody, safekeeping or control of or in transit to the Secured Party and the proceeds thereof (the "Deposits and Securities").

(h) All accessions to, substitutions for and all replacements, and products of the foregoing, including, without limitation, documents covering said collateral, all property received wholly or partly in trade or exchange for such collateral.

(i) All books and records relating to the conduct of DEBTOR's business or relating to any of the foregoing (herein, collectively, "Books and Records").

(j) All cash or non-cash proceeds of any of the foregoing, including insurance proceeds and all products thereof.

(k) All ledger sheets, files, records, documents and instruments (including, but not limited to, computer programs, tapes and related electronic data processing software) evidencing an interest in or relating to any of the foregoing.

BIODERM, INC. INTELLECTUAL PROPERTY

SCHEDULE 7 TO EXHIBIT B

U.S. Pending Trademark Applications

Serial No./Docket No.	Trademark	Filing Date	Next Action Due
77/596,722	LIBERTY	10/21/2008	SOU or 4 th EOF due 06/09/2011
77/596,736	LADY LIBERTY	10/21/2008	SOU or 4 th EOF due 06/09/2011
85/197,627	EXTRADERM	12/14/2010	Awaiting Notice of Publication

U.S. Trademark Registrations

Registration No./Docket No.	Trademark	Registration Date	Status
3,226,472	FINALLY, THERE'S A BETTER WAY	04/10/2007	§§8&15 Due by 04/10/2012
3,340,408	BIODERM	11/20/2007	§§ 8&15 Due 11/20/2012 - 11/20/2013
3,383,457	CATH GRIP (Supplemental Register)	02/12/2008	File on Principal Register by 12/12/2011

Common Law Trademarks

CLEAN AND DRY

XLS MODEL

ECD

EXTERNAL CONTINENCE DEVICE

BIO PLUS+

HOLD ME

LIBERTY POUCH

UNI GRIP

GRIP & SEAL