

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
BRUDER HEALTHCARE COMPANY		08/09/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1905530	BRUDER	
Registration Number:	3388063	MEDIBEADS	
Registration Number:	3388061	THERMALON	
Registration Number:	3388062	PROTOCOLD	
Registration Number:	3982038	HYDRO PEARLS	
CORRESPONDENCE DATA			
Fax Number:	(919)354-1278		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		

CH \$140.00 1905530

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	08/23/2011
Total Attachments: 6 source=Bruder Healthcare - Intellectual Property Security Agreement#page1.tif source=Bruder Healthcare - Intellectual Property Security Agreement#page2.tif source=Bruder Healthcare - Intellectual Property Security Agreement#page3.tif source=Bruder Healthcare - Intellectual Property Security Agreement#page4.tif source=Bruder Healthcare - Intellectual Property Security Agreement#page5.tif source=Bruder Healthcare - Intellectual Property Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 9, 2011 by and between SQUARE 1 BANK ("*Bank*") and BRUDER HEALTHCARE COMPANY, a Georgia corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and



concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS



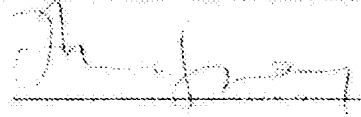
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

BRUDER HEALTHCARE COMPANY

3150 Engineering Parkway

By: 

Alpharetta, GA 30004

Name: _____

Title: _____

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: 

Name: JACQUELINE D. CASPER

Title: AVP

square 1 bank



EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

square 1 bank



EXHIBIT B
PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Electric heating pad	5,432,322	7-11-1995
Wound and therapy compress and dressing	10/380,803	5-30-2003
Wound and therapy compress and dressing	12/649,653	12-30-2009
Therapeutic hot/cold pad	7,799,063	9-21-2010
Heating pad cover	12/727,414	3-19-2010
Heating element with thermal fuse	13/015,125	1-27-2011

300079 1 0000



EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
BRUDER	1,905,530	7-18-1995
MEDIBEADS	3,388,063	2-26-2008
THERMALON	3,388,061	2-26-2008
PROTOCOLD	3,388,062	2-26-2008
HYDRO PEARLS	3,982,038	6-21-2011

square 1 panx

