TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Instruments of Accession to Trademark Security Agreement	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Compressus Inc.		06/15/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Julie R. Krieger	
Street Address:	13331 Query Mill Road	
City:	Gaithersburg	
State/Country:	MARYLAND	
Postal Code:	20878	
Entity Type:	INDIVIDUAL: UNITED STATES	

Name:	Christopher R. Krieger	
Street Address:	13331 Query Mill Road	
City:	Gaithersburg	
State/Country:	MARYLAND	
Postal Code:	20878	
Entity Type:	INDIVIDUAL: UNITED STATES	

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

Name:	Robin H. Pence
Street Address:	3104 Worthington Circle
City:	Falls Church
State/Country:	VIRGINIA
Postal Code:	22044

Entity Type: INDIVIDUAL: UNITED STATES
--

Name:	Cesar A. Guerra Jr.	
Street Address:	5615 Sugar Hill Drive	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77056	
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 Phone: 617-951-8132

Email: linda.salera@bingham.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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:	09/15/2011

Total Attachments: 38

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INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of June 15, 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 Julie R. Krieger and Christopher R. Krieger (the "Acceding Lender") hereby agree as follows:

- 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 June 15, 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.]

A/73527320.2

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:	
Name: John B. Macfarlane Title: Chief Executive Officer	
COUNTY OF Dic.) ss)
appeared Town 8. MACTARLautproved to n	_, 2011, before me, the undersigned notary public, personally ne through satisfactory evidence of identification, which were son whose name is signed on the preceding or attached document coluntarily for its stated purpose (as for).
A CONTRACTOR OF THE STATE OF TH	Ann clament Cana (official signature and seal officiary) My commission expires:

AGREED TO AND ACCEPTED: ACCEDING LENDER:

Julie R. Krieger and Christopher R. Krieger

Christopher R. Krieger

-3-

A/73527320.2

INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of June 15, 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 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. and/or Robin H. 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 June 15, 2011.
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[Remainder of page intentionally left blank.]

A/73527320.2

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:
By Name John B. MacJarlane Title: Chief Executive Officer
STATE OF Weshington) ss. COUNTY OF D. C.
On this 18 day of
(official signature and seal of Rotary)
My commission expires: July 14, 2312

AGREED TO AND ACCEPTED: ACCEDING LENDER:

Randall G. and/or Robin H. Pence

Randall G. Pence
Robert Cha

INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of June 16, 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 Robin H. and/or 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 June 16, 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.]

A/73527320.2

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.	
Name: John B. Macjarlane Title: Chief Executive Officer	
STATE OF Washington)) ss)
to be the pers	, 2011, before me, the undersigned notary public, personally e through satisfactory evidence of identification, which were son whose name is signed on the preceding or attached document pluntarily for its stated purpose (as for).
	(official signature and seal of notary) My commission expires:

AGREED TO AND ACCEPTED: ACCEDING LENDER:

Robin H. and/or Randall G. Pence

Robin H. Pence

Robin H. Pence

Pandau & Ponce

Randall G. Pence

INSTRUMENT OF ACCESSION TO TRADEMARK SECURITY AGREEMENT

dated as of June 15, 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 Cesar A. Guerra, Jr. (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 June 15, 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.]

A/73527320.2

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 Washington)
COUNTY OF) ss.
appeared Tony 3. MacTaclawel, proved to r	_, 2011, before me, the undersigned notary public, personally ne through satisfactory evidence of identification, which were rson whose name is signed on the preceding or attached document,
and acknowledged to me that (he)(she) signed it v	voluntarily for its stated purpose (as for).
	(official signature and seal officialy) My commission expires:
	My commission express.

AGREED TO AND ACCEPTED: ACCEDING LENDER: Cesar A. Guerra, Jr.

Cesar A. Guerra, Jr.

-3-

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 I 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 I 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.]

A/73574873.2

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. Address: STATE OF District of Columbia **COUNTY OF** On this 10 day of March, 2011, before me, the undersigned notary public, personally appeared John 8 Macharlane, proved to me through satisfactory evidence of identification, which were hasport, 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 (official signature and seal of notary)

My commission expires: July 14, 2012

B Mulerder

Daniel B. Scherder

A/73574873.2

PENN IMAGING OF HUMBLE, L.P.

By:

PIH Management, L.L.C.

Its General Partner

By:

Jeremy W. Taylor Its Co-Managing Member

W. Craig Kuhl

115/11

A/73574873.2

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

By ____ Name:

Title:

IP THUST OFFICER

AGREED TO AND ACCEPTED:

LENDER:

Valerie Wiener

A/73574873.2

Thomas B. Boguess Living Trust

Name: Thomas B. Boguess
Title: Trustee

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

Name: Neil Galatz Title: Trustee

By Name: Elaine Galatz-

Title: Trustee

AGREED TO AND ACCEPTED:

LENDER:

loseph Mikrut

Christine I Mikrut

AGREED TO AND	ACCEPTED:
LENDER:	
//	
Fugbert Penman	
/ //	

David Lawrence Hutsell

Randall G. Pence or Robin H. Pence, JTWROS

Randall G. Pence

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

Name: Title:

Equity Trust Company, dba
Sterling Trust FBO: Don F evons # 110494

A/73574873.2

A/73574873.2

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:

- 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.
- 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 Collater to the Lenders to secure payment, performance and observance of the Obligations.
- 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.

A/73453540.5

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

[Signature page follows.]

A/73453540.5

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

GRANTOR:

COMPRESSUS INC.

By:

Name: Tank & Machine For Title: Chief Executive Officer

Address:

Compressus Inc.
101 Constitution Avenue, N.W., Suite 800

Washington, D.C. 20001

STATE OF WASKLOGON D.C.

On this 27 day of Mages of D.C.

Ss.

COUNTY OF

On this 27 day of Mages of D.C.

proved to me through satisfactory evidence of identification, which were Drivers Learner Learner

District of Columbia: 98
Subscribed and Swom to before me
this 27 day of 1744 445 T

A/73453540.5

AGREED TO AND ACCEPTED:
LENDER:

PENN IMAGING OF HUMBLE, LP

By: PIH MANAGEMENT, LC, its general partner

By: Name: JEIEMY 10. TAYLOR

(Signature Page to Trademark Security Agreement)

A/73453540

Daniel B. Scherder

(Signature Page to Trademark Security Agreement)

A/73453540

Thomas A. Biebel

(Signature Page to Trademark Security Agreement)

A/73453540

W. CRAIG KUHL

(Signature Page to Trademark Security Agreement)

A/73453540

SCHEDULE I

TRADEMARKS AND TRADEMARK REGISTRATIONS

OWNER	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
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
Security lenders it as of Au from tim time par	, amended and restated y Agreement"), by an from time to time part igust, 2010 (as ame ne to time, the "Loan a ty thereto. Capitalized	d, supplemented, modified and d among COMPRESSUS INC y thereto (collectively, the "Lended, restated, amended and and Security Agreement"), to terms used herein and not other the supplement with the supplement in the supplement is the supplement in the supplement i	ty Agreement, dated as of Au d otherwise in effect from time C., a Delaware corporation ("I enders") and to the Loan and restated, supplemented, modified by and among the Borrower, a herwise defined shall have the and Security Agreement, as ap	e to time, the "Trademark Borrower"), and the Security Agreement, dated ied and otherwise in effect and the lenders from time to meanings assigned to suc
Воггоже	er and [] (the "Acceding Lende	r") hereby agree as follows:	
a party to Lender a Tradema occurrent	emark Security Acce o the Trademark Secu a continuing first prior ark Collateral and agre ace of an Event of Def	ession"), and the Loan and Security Agreement as a Lender arity security interest in all of the security interest and confault, all of the Borrower's right	ent of Trademark Security Accurity Agreement, the Accedir nd therefore the Borrower here Borrower's right, title and ivey, upon demand made upon ht, title and interest in, to and nd observance of the Obligation	ng Lender hereby becomes eby grants to the Acceding interest in, to and under the and during the continuing under the Trademark
	The effective date (th	ne "Effective Date") for this Ir	nstrument of Trademark Secur	ity Accession shall be
			RITY ACCESSION SHALL E THE STATE OF NEW YOR	
	ether constitute but or	· · · · · · · · · · · · · · · · · · ·	may be executed in any numb belivery of a signature page he ature page hereof.	•
		[Remainder of page inte	entionally left blank.]	

AJ73453540.5

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: Title:	
STATE OF	
COUNTY OF) SS.
On this day of, prove	, 2010, before me, the undersigned notary public, personally d to me through satisfactory evidence of identification, which were
, to be to and acknowledged to me that (he)(she) signature, a	he person whose name is signed on the preceding or attached documented it voluntarily for its stated purpose (as for
	(official signature and seal of notary)
	My commission expires:

	O TO AND ACCEPTED: NG LENDER:	
Ву	_	
Name: Title:		_

-11-

A/73453540.5

RECORDED: 09/15/2011