

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ergis Company, LLC		09/23/2011	LIMITED LIABILITY COMPANY: ARIZONA

**RECEIVING PARTY DATA**

<b>Name:</b>	BMO Capital Corporation
<b>Street Address:</b>	1 First Canadian Place, 11th Floor
<b>City:</b>	Toronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5X 1A1
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2924586	ARIZONA AFO
Registration Number:	2188638	ARIZONA BRACE

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
 Phone: (312) 845-3430  
 Email: kalwa@chapman.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Richard Kalwa  
 Address Line 1: 111 West Monroe Street  
 Address Line 2: Chapman and Cutler LLP  
 Address Line 4: Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	1698653
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**DOMESTIC REPRESENTATIVE**

**900203075**

**TRADEMARK  
 REEL: 004630 FRAME: 0889**

**CH \$65.00 2924586**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

09/27/2011

Total Attachments: 4

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## TRADEMARK COLLATERAL AGREEMENT

This 23rd day of September, 2011, ERGIS COMPANY, LLC, an Arizona limited liability company (the "*Debtor*") with its principal place of business and mailing address at 4825 E. Ingram Street, Mesa, Arizona 85205, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO CAPITAL CORPORATION, a Canadian corporation, with its mailing address at 1 First Canadian Place, 11<sup>th</sup> Floor, Toronto, Ontario M5X 1A1 and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

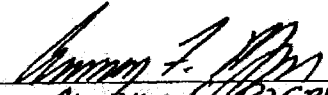
to secure the payment and performance of all Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ERGIS COMPANY, LLC

By   
Name Anthony F. RZEPKA  
Title CEO

Accepted and agreed to as of the date and year last above written.

BMO CAPITAL CORPORATION

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

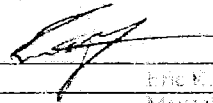
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ERGIS COMPANY, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BMO CAPITAL CORPORATION

By  \_\_\_\_\_  
Name Eric M. Roberts  
Title Managing Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

MARK	COUNTRY	SERIAL NUMBER	REGISTRATION NUMBER
Arizona AFO	USA	75782548	2,924,586
Arizona Brace	USA	75295986	2,188,638