

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
FOODHANDLER INC.		11/02/2011	CORPORATION: NEW YORK
MICROACTIVE CORP.		11/02/2011	CORPORATION: DELAWARE
MICROFLEX CORPORATION		11/02/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CIT HEALTHCARE LLC
Street Address:	11 WEST 42ND STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	2273050	BLADEBLOCKER
Registration Number:	3700225	CONSERVE
Registration Number:	3509742	DYNAMAX
Registration Number:	2296516	ENDURE
Registration Number:	2306692	FOOD SAFETY AT WORK
Registration Number:	2141694	FOODHANDLER
Registration Number:	3299262	FORMFLEX
Registration Number:	2091332	HANDS ON PROTECTION
Registration Number:	2629303	JOBSELECT
Registration Number:	1495080	LOBSTER TRAP
Registration Number:	2449613	MEDHANDLER
Registration Number:	2660083	QUICKFIT
Registration Number:	3261943	RACK IN THE BOX

CH \$1840.00 2273050

900206866

**TRADEMARK
 REEL: 004658 FRAME: 0611**

Registration Number:	3818841	RISK NOTHING
Registration Number:	3458992	RU2SICK2WORK
Registration Number:	2273051	SAFETYGRIP
Registration Number:	3220663	TACTIX SYNTHETIC GLOVES
Registration Number:	2594917	TEKNIQUE
Registration Number:	2258092	TEXTRA
Registration Number:	3033066	THE HIPSTER
Registration Number:	2093207	
Registration Number:	3366612	
Registration Number:	3389722	BARRIERSAFE SOLUTIONS INTERNATIONAL
Registration Number:	3373794	BARRIERSAFE SOLUTIONS INTERNATIONAL
Registration Number:	2082168	COLOR TOUCH
Registration Number:	3283802	COMFORTGRIP
Registration Number:	3283803	COMFORTGRIP
Registration Number:	2492536	DERMA CARE
Registration Number:	2482692	DERMA FREE
Registration Number:	3677625	DURA FLOCK
Registration Number:	1988550	EVOLUTION ONE
Registration Number:	2714376	FREEFORM
Registration Number:	2883434	
Registration Number:	2045032	MICRO ONE
Registration Number:	2655213	MICROFLEX
Registration Number:	1794759	MICROFLEX
Registration Number:	2936828	MICROFLEX CE4 SYSTEM CONTROLLED ENVIRONMENTS
Registration Number:	2883102	MICROFLEX CE5 SYSTEM CONTROLLED ENVIRONMENTS
Registration Number:	3575341	MIDKNIGHT
Registration Number:	2398565	NEOPRO
Registration Number:	2207716	NITRON ONE
Registration Number:	2940271	NITRON ONE
Registration Number:	2284418	POWERGRIP
Registration Number:	2611249	SAFEGRIP
Registration Number:	2272731	SUPRENO
Registration Number:	2041384	SYNETRON
Registration Number:	2185191	SYNTHETIX
Registration Number:	1791383	TECH ONE

	1794760	THE MOST TRUSTED NAME IN GLOVES
Registration Number:	3661511	TRANQUILITY
Registration Number:	3114894	U
Registration Number:	1892043	ULTRA ONE
Registration Number:	2725421	ULTRAFORM
Registration Number:	3283673	ULTRASENSE
Registration Number:	2644171	BLACK DRAGON
Registration Number:	3377640	BLACK DRAGON ZERO
Registration Number:	3377641	BLACK DRAGON ZERO
Registration Number:	3019678	PROTEK EASYFIT
Serial Number:	85005608	ADAPT
Serial Number:	85361253	ADVANTAGE PACK
Serial Number:	85119326	CONTACT
Serial Number:	85119324	EPIC
Serial Number:	85340508	PANPALS
Serial Number:	85119312	PANPALS
Serial Number:	85119328	SILKY
Serial Number:	85343787	SMARTEX
Serial Number:	85298210	THINSENSE
Serial Number:	85298216	THINSENSE TECHNOLOGY
Serial Number:	85298222	TOUCHING IS BELIEVING
Serial Number:	77318585	
Serial Number:	77968744	XCEED
Serial Number:	85429938	MICROFLEX AVANTEX
Serial Number:	85429933	MICROFLEX COMFORTEC

CORRESPONDENCE DATA

Fax Number: (650)838-5109

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

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

Correspondent Name: ZHENG BAO

Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:

34554/160

TRADEMARK

REEL: 004658 FRAME: 0613

	ZHENG BAO
Signature:	/ZHENG BAO/
Date:	11/10/2011
Total Attachments: 8 source=0 - Gloves Trademark Security Agreement executed#page1.tif source=0 - Gloves Trademark Security Agreement executed#page2.tif source=0 - Gloves Trademark Security Agreement executed#page3.tif source=0 - Gloves Trademark Security Agreement executed#page4.tif source=0 - Gloves Trademark Security Agreement executed#page5.tif source=0 - Gloves Trademark Security Agreement executed#page6.tif source=0 - Gloves Trademark Security Agreement executed#page7.tif source=0 - Gloves Trademark Security Agreement executed#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 2, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CIT Healthcare LLC, a Delaware limited liability company ("CIT"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 2, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto, the L/C Issuer, and CIT, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer, and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Property) of such Grantor (the "Trademark Collateral"):

1.1.1 all of the Trademarks, owned by such Grantor, including, without limitation, those referred to on Schedule 1 hereto, but excluding any defined as Excluded Assets;

1.1.2 all renewals and extensions of the foregoing;

1.1.3 all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

1.1.4 all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that (i) the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and (ii) this Trademark Security Agreement is expressly subject to the terms and provisions thereof and does not modify such terms and provisions or create any additional rights or obligations for any party thereto or hereto.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or electronic transmission shall be effective as delivery of an originally executed counterpart of this Trademark Security Agreement.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


Section 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

[SIGNATURE PAGES FOLLOW]

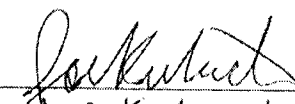
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


FOODHANDLER INC.,
as Grantor

By: 
Name: Joe Kubicek
Title: COO/CFO

MICROACTIVE CORP.,
as Grantor

By: 
Name: Joe Kubicek
Title: COO/CFO

MICROFLEX CORPORATION,
as Grantor

By: 
Name: Joe Kubicek
Title: COO/CFO

ACCEPTED AND AGREED
as of the date first above written:

CIT HEALTHCARE LLC,
as Agent

By: 
Name: John Kelly
Title: Director





**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS


Mark	Country	Application No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
BLADEBLOCKER (Stylized) BLADEBLOCKER	U.S. Federal	75/418188 1/15/1998	2273050 8/24/1999	Foodhandler Inc.	Registered
CONSERVE	U.S. Federal	77/630136 12/10/2008	3700225 10/20/2009	Foodhandler Inc.	Registered
DYNAMAX	U.S. Federal	77/277039 9/11/2007	3509742 9/30/2008	Foodhandler Inc.	Registered
ENDURE	U.S. Federal	75/305615 6/9/1997	2296516 11/30/1999	Foodhandler Inc.	Registered
FOOD SAFETY AT WORK	U.S. Federal	75/430013 2/6/1998	2306692 1/4/2000	Foodhandler Inc.	Registered
FOODHANDLER	U.S. Federal	74/689721 6/19/1995	2141694 3/10/1998	Foodhandler Inc.	Registered
FORMFLEX	U.S. Federal	78/695814 8/18/2005	3299262 9/25/2007	Foodhandler Inc.	Registered
HANDS ON PROTECTION	U.S. Federal	75/174218 9/30/1996	2091332 8/26/1997	Foodhandler Inc.	Registered
JOBSELECT	U.S. Federal	76/245454 4/23/2001	2629303 10/1/2002	Foodhandler Inc.	Registered
LOBSTER TRAP	U.S. Federal	73/689926 10/16/1987	1495080 7/5/1988	Foodhandler Inc.	Registered
MEDHANDLER	U.S. Federal	75/518604 7/14/1998	2449613 5/8/2001	Foodhandler Inc.	Registered
QUICKFIT	U.S. Federal	75/911568 2/7/2000	2660083 12/10/2002	Foodhandler Inc.	Registered
RACK IN THE BOX (Stylized) RACK•IN•THE•BOX	U.S. Federal	78/411645 4/30/2004	3261943 7/10/2007	Foodhandler Inc.	Registered
RISK NOTHING	U.S. Federal	77/326516 11/9/2007	3818841 7/13/2010	Foodhandler Inc.	Registered
RU2SICK2WORK	U.S. Federal	77/130156 3/13/2007	3458992 7/1/2008	Foodhandler Inc.	Registered
SAFETYGRIP (Stylized) SAFETYGRIP	U.S. Federal	75/418190 1/15/1998	2273051 8/24/1999	Foodhandler Inc.	Registered
TACTIX SYNTHETIC GLOVES	U.S. Federal	78/607123 4/12/2005	3220663 3/20/2007	Foodhandler Inc.	Registered
TEKNIQUE & Design 	U.S. Federal	75/783643 8/24/1999	2594917 7/16/2002	Foodhandler Inc.	Registered

Mark	Country	Application No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
TEXTRA	U.S. Federal	75/418189 1/15/1998	2258092 6/29/1999	Foodhandler Inc.	Registered
THE HIPSTER	U.S. Federal	78/397380 4/6/2004	3033066 12/20/2005	Foodhandler Inc.	Registered
TWO HANDS Logo 	U.S. Federal	75/174217 9/30/1996	2093207 9/2/1997	Foodhandler Inc.	Registered
BALL Logo 	U.S. Federal	78/481922 9/10/2004	3366612 1/8/2008	Microflex Corporation	Registered
BARRIERSAFE SOLUTIONS INTERNATIONAL	U.S. Federal	78/481082 9/9/2004	3389722 2/26/2008	Microflex Corporation	Registered
BARRIERSAFE SOLUTIONS INTERNATIONAL & Design 	U.S. Federal	78/481905 9/10/2004	3373794 1/22/2008	Microflex Corporation	Registered
COLOR TOUCH	U.S. Federal	74/722085 8/24/1995	2082168 7/22/1997	Microflex Corporation	Registered
COMFORTGRIP	U.S. Federal	78/755880 11/17/2005	3283802 8/21/2007	Microflex Corporation	Registered
COMFORTGRIP (Stylized) 	U.S. Federal	78/756596 11/17/2005	3283803 8/21/2007	Microflex Corporation	Registered
DERMA CARE	U.S. Federal	76/144546 10/11/2000	2492536 9/25/2001	Microflex Corporation	Registered
DERMA FREE	U.S. Federal	75/382727 10/31/1997	2482692 8/28/2001	Microflex Corporation	Registered
DURA FLOCK	U.S. Federal	77/523084 7/15/2008	3677625 9/1/2009	Microflex Corporation	Registered
EVOLUTION ONE	U.S. Federal	74/711697 8/7/1995	1988550 7/23/1996	Microflex Corporation	Registered
FREEFORM	U.S. Federal	76/282590 7/5/2001	2714376 5/6/2003	Microflex Corporation	Registered
HURRICANE Logo 	U.S. Federal	75/417538 1/13/1998	2883434 9/14/2004	Microflex Corporation	Registered
MICRO ONE	U.S. Federal	74/722083 8/24/1995	2045032 3/11/1997	Microflex Corporation	Registered
MICROFLEX & Design 	U.S. Federal	75/417583 1/13/1998	2655213 12/3/2002	Microflex Corporation	Registered
MICROFLEX (Block Letters)	U.S. Federal	74/312917 9/10/1992	1794759 9/28/1993	Microflex Corporation	Registered

Mark	Country	Application No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
MICROFLEX CE4 SYSTEM CONTROLLED ENVIRONMENTS (Stylized) 	U.S. Federal	78/198060 12/26/2002	2936828 3/29/2005	Microflex Corporation	Registered
MICROFLEX CE5 SYSTEM CONTROLLED ENVIRONMENTS & Design 	U.S. Federal	78/198290 12/27/2002	2883102 9/7/2004	Microflex Corporation	Registered
MIDKNIGHT	U.S. Federal	77/467402 5/6/2008	3575341 2/17/2009	Microflex Corporation	Registered
NEOPRO	U.S. Federal	75/596666 11/25/1998	2398565 10/24/2000	Microflex Corporation	Registered
NITRON ONE	U.S. Federal	75/977772 11/18/1996	2207716 12/1/1998	Microflex Corporation	Registered
NITRON ONE & Design 	U.S. Federal	75/415577 1/9/1998	2940271 4/12/2005	Microflex Corporation	Registered
POWERGRIP	U.S. Federal	75/295946 5/14/1997	2284418 10/12/1999	Microflex Corporation	Registered
SAFEGRIP	U.S. Federal	75/842093 11/5/1999	2611249 8/27/2002	Microflex Corporation	Registered
SUPRENO	U.S. Federal	75/265424 3/27/1997	2272731 8/24/1999	Microflex Corporation	Registered
SYNETRON	U.S. Federal	74/720975 8/24/1995	2041384 2/25/1997	Microflex Corporation	Registered
SYNTHETIX	U.S. Federal	75/304111 6/5/1997	2185191 8/25/1998	Microflex Corporation	Registered
TECH ONE	U.S. Federal	74/312918 9/10/1992	1791383 9/7/1993	Microflex Corporation	Registered
THE MOST TRUSTED NAME IN GLOVES	U.S. Federal	74/312923 9/10/1992	1794760 9/28/1993	Microflex Corporation	Registered
TRANQUILITY	U.S. Federal	77/296716 10/4/2007	3661511 7/28/2009	Microflex Corporation	Registered
U & Design 	U.S. Federal	78/323113 11/4/2003	3114894 7/11/2006	Microflex Corporation	Registered
ULTRA ONE	U.S. Federal	74/395731 5/26/1993	1892043 5/2/1995	Microflex Corporation	Registered
ULTRAFORM	U.S. Federal	76/282592 7/5/2001	2725421 6/10/2003	Microflex Corporation	Registered

Mark	Country	Application No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
ULTRASENSE	U.S. Federal	78/691096 8/11/2005	3283673 8/21/2007	Microflex Corporation	Registered
BLACK DRAGON	U.S. Federal	76/225637 3/19/2001	2644171 10/29/2002	Microflex Corporation	Registered
BLACK DRAGON ZERO	U.S. Federal	77/180549 5/14/2007	3377640 2/5/2008	Microflex Corporation	Registered
BLACK DRAGON ZERO	U.S. Federal	77/180568 5/14/2007	3377641 2/5/2008	Microflex Corporation	Registered
PROTEK EASYFIT	U.S. Federal	78/320461 10/29/2003	3019678 11/29/2005	Microactive Corp.	Registered

B. TRADEMARK APPLICATIONS

Mark	Country	Application No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
ADAPT	U.S. Federal	85005608 4/2/2010		Foodhandler Inc.	Pending
ADVANTAGE PACK	U.S. Federal	85361253 6/30/2011		Foodhandler Inc.	Pending
CONTACT	U.S. Federal	85/119326 8/30/2010		Foodhandler Inc.	Pending
EPIC	U.S. Federal	85/119324 8/30/2010		Foodhandler Inc.	Pending
PANPALS	U.S. Federal	85340508 6/7/2011		Foodhandler Inc.	Pending
PANPALS	U.S. Federal	85119312 8/31/2010		Foodhandler Inc.	Pending
SILKY	U.S. Federal	85/119328 8/30/2010		Foodhandler Inc.	Pending
SMARTEX	U.S. Federal	85343787 6/10/2011		Foodhandler Inc.	Pending
THINSENSE	U.S. Federal	85298210 4/18/2011		Foodhandler Inc.	Pending
THINSENSE TECHNOLOGY	U.S. Federal	85298216 4/18/2011		Foodhandler Inc.	Pending
TOUCHING IS BELIEVING	U.S. Federal	85298222 4/18/2011		Foodhandler Inc.	Pending
PINK GLOVE Design 	U.S. Federal	77/318585 10/31/2007		Microflex Corporation	Pending Suspended
XCEED	U.S. Federal	77/968744 3/25/2010		Microflex Corporation	Pending Intent to Use
MICROFLEX AVANTEX	U.S. Federal	85/429938 9/22/2011		Microflex Corporation	Pending – Intent to Use
MICROFLEX COMFORTEC	U.S. Federal	85/429933 9/22/2011		Microflex Corporation	Pending – Intent to Use
MICROFLEX AVANTEX	U.S. Federal	85/429938 9/22/2011		Microflex Corporation	Pending