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
Ohio Medical Corporation		11/30/2011	CORPORATION: DELAWARE
Amvex Corporation		11/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Chase Capital Corporation, as Administrative Agent
Street Address:	10 South Dearborn, Mail Code IL1-0401
Internal Address:	Attn: Head of Investment Management
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	0965663	OHIO
Registration Number:	3380063	OHIO MEDICAL CORPORATION
Registration Number:	3908244	OHIO MEDICAL
Registration Number:	3380313	OHIO
Registration Number:	1161635	
Registration Number:	1255976	MOBLVAC-II
Registration Number:	1520716	INSTAVAC
Registration Number:	1498505	AEROS
Registration Number:	1493005	VAC-U-TEST
Registration Number:	1752369	CARE-E-VAC
Registration Number:	1881348	HEALTHCAIR
Registration Number:	1863115	TOTE-L-VAC
Registration Number:	1879109	SELECTORR SERIES

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Registration Number:	1794835	MOBLVAC
Registration Number:	2756822	HEALTHCAIR
Registration Number:	2918228	SELECTORR
Registration Number:	3042523	LABCAIR
Registration Number:	4045828	TRUSEAL
Registration Number:	3741069	OASIS
Registration Number:	3706612	MOBLVAC
Registration Number:	3819032	AMVEX
Registration Number:	3819030	AMVEX
Registration Number:	3728742	OHIO MEDICAL
Registration Number:	3060570	SQUIRE-COGSWELL AEROS
Registration Number:	1382180	MINIOX
Serial Number:	85452189	MINIOX BRIGHT

CORRESPONDENCE DATA

Fax Number: (312)902-1061
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	341795-8
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	12/01/2011

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of November 30, 2011, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and CHASE CAPITAL CORPORATION, in its capacity as Administrative Agent for the Secured Parties (together with its successors, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Subordinated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Ohio Medical Corporation, a Delaware corporation (the "Borrower"), the various banks and lending institutions party thereto as a "Lender" (each a "Lender", and collectively, the "Lenders") and Administrative Agent, Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Borrower;

WHEREAS, in order to induce Administrative Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, that certain Subordinated Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing second priority (or, after Payment in Full of the Senior Debt, first priority) security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

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(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent promptly (and in any event within five Business Days following its monthly reporting requirements under the Credit Agreement) with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

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7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full in cash and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

9. SUBORDINATION. The payment of the Obligations are subordinate in the manner and to the extent set forth in the Debt Subordination Agreement, it being understood that the provisions of the Debt Subordination Agreement are and are intended solely for the purpose of defining the relative rights of the First Priority Secured Parties (as defined therein) on the one hand and the Second Priority Secured Parties (as defined therein) on the other hand, and nothing in the Debt Subordination Agreement is intended to or shall impair the obligations of the Borrower or any other Loan Party, which are absolute and unconditional, to pay the Obligations as and when the same shall become due and payable in accordance with their terms.

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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.

GRANTORS:

OHIO MEDICAL CORPORATION, a Delaware corporation

By: _____
Name: DAVID FINNEY
Title: CEO

AMVEX CORPORATION, an Delaware corporation

By: _____
Name: DAVID FINNEY
Title: CEO

ACKNOWLEDGED AND AGREED:

CHASE CAPITAL CORPORATION, as Administrative Agent

By: _____
Name: Terrence Lynch
Title: Principal

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner of Record	Trademark	Country	Registration Number	Registration Date
Ohio Medical Corporation	OHIO	United States	0965663	08/07/1973
Ohio Medical Corporation	OHIO MEDICAL CORPORATION	United States	3380063	02/12/2008
Ohio Medical Corporation	OHIO MEDICAL	United States	3908244	01/18/2011
Ohio Medical Corporation	OHIO	United States	3380313	02/12/2008
Ohio Medical Corporation	Design mark	United States	1161635	07/21/1981
Ohio Medical Corporation	MOBLVAC-II	United States	1255976	11/01/1983
Ohio Medical Corporation	INSTAVAC	United States	1520716	01/17/1989
Ohio Medical Corporation	AEROS	United States	1498505	08/02/1988
Ohio Medical Corporation	VAC-U-TEST	United States	1493005	06/21/1988
Ohio Medical Corporation	CARE-E-VAC	United States	1752369	02/16/1993
Ohio Medical Corporation	HEALTHCAIR	United States	1881348	02/28/1995
Ohio Medical Corporation	TOTE-L-VAC	United States	1863115	11/15/1994
Ohio Medical Corporation	SELECTORR SERIES	United States	1879109	02/14/1995
Ohio Medical Corporation	MOBLVAC	United States	1794835	09/28/1993
Ohio Medical Corporation	HEALTHCAIR	United States	2756822	08/26/2003
Ohio Medical Corporation	SELECTORR	United States	2918228	01/11/2005
Ohio Medical Corporation	LABCAIR	United States	3042523	01/10/2006
Ohio Medical Corporation	TRUSEAL	United States	4045828	10/25/2011
Ohio Medical Corporation	OASIS	United States	3741069	01/19/2010
Ohio Medical Corporation	MOBLVAC	United States	3706612	11/03/2009
Ohio Medical Corporation	AMVEX & Design	United States	3819032	07/13/2010
Ohio Medical	AMVEX	United States	3819030	07/13/2010

Owner of Record	Trademark	Country	Registration Number	Registration Date
Corporation				
Ohio Medical Corporation	OHIO MEDICAL	United States	3728742	12/22/2009
Ohio Medical Corporation	SQUIRE-COGSWELL AEROS & Design	United States	3060570	02/21/2006
Squire-Cogswell Company	SQUIRE-COGSWELL HEALTHCAIR	Mexico	709530	7/31/2001
Squire-Cogswell Company	SQUIRE-COGSWELL	Mexico	684183	1/30/2001
Mine Safety Appliances Company	MINIOX	Germany	39504776	12/19/1995
Mine Safety Appliances Company	MINIOX	UK	2016828	4/26/1996
Mine Safety Appliances Company	MINIOX	United States	1382180	2/11/1986
Datex-Ohmeda, Inc.	OHIO	Argentina	2455855	8/29/2003
Datex-Ohmeda, Inc.	OHIO	Benelux	0312961	8/30/1972
Datex-Ohmeda, Inc.	OHIO	Chile	615553	1/4/2002
Ohmeda Inc.	OHIO	Ecuador	2267	8/15/1997
	OHIO	El Salvador	229	
BOC, Inc.	OHIO	France	1227030	7/8/1983
	OHIO	Greece	65960	
BOC Inc. USA	OHIO	Italy	0001050462	
The BOC Group Inc.	OHIO	Peru	PI0032723	11/28/1990
Datex-Ohmeda, Imc.	OHIO	Romania	011739	2/25/1998
Ohio Medical Corporation	OHIO	Spain	0936538	3/05/1982
The BOC Group Inc.	OHIO	Venezuela	F103518	9/13/1984

Trademark Applications

Applicant	Trademark	Country	Application Number	Application Filing Date
Ohio Medical Corporation	MINIOX BRIGHT	United States	85452189	10/20/2011
Ohio Medical Corporation	AMVEX	Canada	1409921	8/27/2008
Ohio Medical Corporation	AMVEX & Design	Canada	1409922	8/27/2008
Ohio Medical Corporation	OHIO	Colombia	11003750	1/14/2011

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

RECORDED: 12/01/2011

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