

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
Breg Acquisition Corp.		05/24/2012	CORPORATION: DELAWARE
Breg, Inc.		05/24/2012	CORPORATION: CALIFORNIA
Breg Topco Holdings, Inc.		05/24/2012	CORPORATION: DELAWARE
Omni Motion, Inc.		05/24/2012	CORPORATION: CALIFORNIA
Breg Holdings, LLC		05/24/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
Breg Mexico, S. de R.L. de C.V.		05/24/2012	CORPORATION: MEXICO

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2796013	AIRMESH
Registration Number:	4122432	AIRTECH
Registration Number:	2692824	B
Registration Number:	1710735	B BREG
Registration Number:	2692823	B BREG
Registration Number:	2734767	BREG
Registration Number:	1712650	BREG
Registration Number:	3973471	BREG
Registration Number:	4061300	BREG

Registration Number:	1726657	
Registration Number:	4061301	
Registration Number:	3050900	FF
Registration Number:	3050899	FF FUSION
Registration Number:	3050423	FUSION
Registration Number:	3379144	INTELLI-FLO
Registration Number:	3346308	KODIAK
Registration Number:	3469797	KOOL SLING
Registration Number:	4071816	LPR
Registration Number:	3957913	NEUTRAL WEDGE
Registration Number:	2900945	NEUTRAL WEDGE
Registration Number:	3066723	ORTHO SELECT
Registration Number:	2445909	POLAR CARE
Registration Number:	2750593	PTO
Registration Number:	4070650	SLINGSHOT
Registration Number:	3535242	SOLUS
Registration Number:	3012237	T SCOPE
Registration Number:	3822420	THUMBSTER
Registration Number:	3719522	VECTRA
Registration Number:	2775794	X2K

CORRESPONDENCE DATA

Fax Number: 4044435697
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-443-5747
Email: lallen@mcguirewoods.com
Correspondent Name: Mike Parisi, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree Street N.E., Suite 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060236-0075 (BREG)
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	05/24/2012

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 24, 2012 (as the same may be amended, refinanced, replaced, restated, supplemented or modified from time to time, the "Credit Agreement"), by and among BREG TOPCO HOLDINGS, INC., a Delaware corporation, BREG ACQUISITION CORP., a Delaware corporation (to be merged with and into BREG, INC., a California corporation), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders, the L/C Issuers and the other Secured Parties, the Lenders and the L/C Issuers 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 has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Credit Party (other than such Grantor); 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 Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all exclusive IP Licenses providing for the grant to such Grantor of an exclusive right under a third party's registered or applied for Trademark, identified by registration or application number, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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 exclusive 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.

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.

[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.

BREG ACQUISITION CORP.,
as a Grantor

By: BLT
Name: Brad Lee
Title: President

BREG, INC.,
as a Grantor

By: BLT
Name: Brad Lee
Title: President

BREG TOPCO HOLDINGS, INC.,
as a Grantor

By: BLT
Name: Brad Lee
Title: President

OMNI MOTION, INC.,
as a Grantor

By: BLT
Name: Brad Lee
Title: President

BREG HOLDINGS, LLC,
as a Grantor

By: BLT
Name: Brad Lee
Title: President

BREG MEXICO, S. DE R.L. DE C.V.,
as a Grantor

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
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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.

BREG ACQUISITION CORP.,
as a Grantor

By: _____
Name: Brad Lee
Title: President

BREG, INC.,
as a Grantor

By: _____
Name: Brad Lee
Title: President

BREG TOPCO HOLDINGS, INC.,
as a Grantor

By: _____
Name: Brad Lee
Title: President


OMNI MOTION, INC.,
as a Grantor

By: _____
Name: Brad Lee
Title: President

BREG HOLDINGS, LLC,
as a Grantor

By: _____
Name: Brad Lee
Title: President

BREG MEXICO, S. DE R.L. DE C.V.,
as a Grantor

By: 
Name: Casey Ronald Parker
Title: Sole Manager

ACKNOWLEDGMENT OF GRANTOR

State of California)
County of San Diego)

ss.

On this 27 day of May, 2012 before me personally appeared Brad Lee, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Breg Acquisition Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Viki Tomsick
Notary Public



ACKNOWLEDGMENT OF GRANTOR

State of California)
County of San Diego)

ss.

On this 21st day of May, 2012 before me personally appeared Brad Lee, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Breg, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Viki Tomsick
Notary Public



TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

State of California)
County of San Diego)

ss.

On this 21st day of May, 2012 before me personally appeared Brad Lee, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ~~Brad Lee~~ Brad Lee who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Viki Tomsick
Notary Public



TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

State of California)
County of San Diego)

ss.

On this 23rd day of May, 2012 before me personally appeared Brad Lee, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Breg Holdings, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its manager and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Viki Tomsick

Notary Public



ACKNOWLEDGMENT OF GRANTOR

State of California)

County of San Diego)

ss.

On this 22nd day of May, 2012 before me personally appeared Brad Lee, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Omni Motion, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



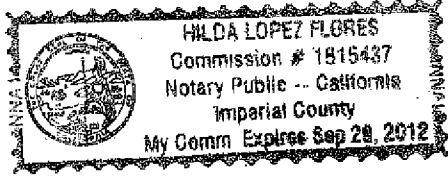
Viki Tomsick
Notary Public

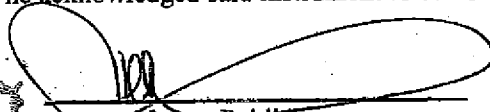
ACKNOWLEDGMENT OF GRANTOR

State of California)
County of Imperial)

ss.

On this 20 day of May, 2012 before me personally appeared Casey Ronald Parker, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Breg Mexico, S. de R.L. de C.V., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.





Notary Public

ACCEPTED AND AGREED

as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Agent



By: _____
















Name: Ketan Parikh

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
AIRMESH	U.S. Federal	78/063200 5/11/2001	2796013 12/16/2003	Breg, Inc.	Registered
AIRTECH	U.S. Federal	85/072260 6/25/2010	4122432 4/3/2012	Breg, Inc.	Registered
B (Stylized) 	U.S. Federal	76/387808 3/27/2002	2692824 3/4/2003	Breg, Inc.	Registered
B BREG & Design 	U.S. Federal	74/063660 5/29/1990	1710735 8/25/1992	Breg, Inc.	Registered
B BREG (Stylized) 	U.S. Federal	76/387807 3/27/2002	2692823 3/4/2003	Breg, Inc.	Registered
BREG	Benelux	74181 8/28/1992	R 521529	Breg, Inc.	Registered
BREG	Brazil	827731922 8/30/2005	827731922 12/4/2007	Breg, Inc.	Registered
BREG	CTM	2791770 7/29/2002	2791770 7/15/2003	Breg, Inc.	Registered
BREG	France	92 432165 8/31/1992	92 432165	Breg, Inc.	Registered
BREG	Germany	B 96523 9/3/1992	2041086 7/23/1993	Breg, Inc.	Registered
BREG	Italy	MI/2002/8196 8/9/2002	1011824 (Prev. Reg. 649826) 6/12/2006	Breg, Inc.	Registered
BREG	Japan	H04-197198 9/18/1992	3052822 6/30/1995	Breg, Inc.	Registered
BREG	Mexico	751644 11/18/2005	912203 11/30/2005	Breg, Inc.	Registered
BREG	Norway	924342 9/1/1992	160042 11/11/1993	Breg, Inc.	Registered
BREG	Spain	1720605 M7 9/17/1992	1720605 M7 6/5/1995	Breg, Inc.	Registered
BREG	U.S. Federal	78/117368 3/25/2002	2734767 7/8/2003	Breg, Inc.	Registered
BREG	U.S. Federal	74/048482 4/12/1990	1712650 9/1/1992	Breg, Inc.	Registered
BREG	U.S. Federal	85/134628 9/21/2010	3973471 6/7/2011	Breg, Inc.	Registered
BREG & Design 	Brazil	830959572 3/16/2011		Breg, Inc.	Pending

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
BREG & Design 	CTM	9752536 2/21/2011	9752536 7/26/2011	Breg, Inc.	Registered
BREG & Design 	Japan	2011-019715 3/18/2011	5437961 9/9/2011	Breg, Inc.	Registered
BREG & Design 	Mexico	1158547 2/28/2011	1234216 8/22/2011	Breg, Inc.	Pending
BREG & Design 	Norway	201102295 2/25/2011	261011 8/17/2011	Breg, Inc.	Registered
BREG & Design 	U.S. Federal	85/134692 9/21/2010	4061300 11/22/2011	Breg, Inc.	Registered
Design Only 	Brazil	830959564 3/16/2011		Breg, Inc.	Pending
Design Only 	CTM	9753054 2/21/2011	9753054 7/26/2011	Breg, Inc.	Registered
Design Only 	Japan	2011-019716 3/18/2011	5437962 9/9/2011	Breg, Inc.	Registered
Design Only 	Mexico	1158548 2/28/2011	1234217 8/22/2011	Breg, Inc.	Pending
Design Only 	Norway	201102293 2/25/2011	261009 8/17/2011	Breg, Inc.	Registered
Design Only 	U.S. Federal	74/063644 5/29/1990	1726657 10/20/1992	Breg, Inc.	Registered
Design Only 	U.S. Federal	85/134786 9/21/2010	4061301 11/22/2011	Breg, Inc.	Registered
FF (Stylized) 	U.S. Federal	78/681138 7/28/2005	3050900 1/24/2006	Breg, Inc.	Registered

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
FF FUSION (Stylized) <i>FF FUSION</i>	U.S. Federal	78/681126 7/28/2005	3050899 1/24/2006	Breg, Inc.	Registered
FUSION	U.S. Federal	78/550492 1/19/2005	3050423 1/24/2006	Breg, Inc.	Registered
INTELLI-FLO	U.S. Federal	77/036671 11/3/2006	3379144 2/5/2008	Breg, Inc.	Registered
KODIAK	U.S. Federal	78/959137 8/23/2006	3346308 11/27/2007	Breg, Inc.	Registered
KOOL SLING	U.S. Federal	78/963043 8/29/2006	3469797 7/15/2008	Breg, Inc.	Registered
LPR	U.S. Federal	85/189849 12/2/2010	4071816 12/13/2011	Breg, Inc.	Registered
NEUTRAL WEDGE	U.S. Federal	85/181193 11/19/2010	3957913 5/10/2011	Breg, Inc.	Registered
NEUTRAL WEDGE	U.S. Federal	78/306343 9/27/2003	2900945 11/2/2004	Breg, Inc.	Registered
ORTHO SELECT	U.S. Federal	78/395437 4/2/2004	3066723 3/7/2006	Breg, Inc.	Registered
POLAR CARE	Mexico	751647 11/18/2005	912787 12/7/2005	Breg, Inc.	Registered
POLAR CARE	U.S. Federal	75/829160 10/22/1999	2445909 4/24/2001	Breg, Inc.	Registered
PTO	U.S. Federal	78/178680 10/25/2002	2750593 8/12/2003	Breg, Inc.	Registered
SLINGSHOT	U.S. Federal	85/316408 5/9/2011	4070650 12/13/2011	Breg, Inc.	Registered
SOLUS	U.S. Federal	77/384858 1/30/2008	3535242 11/18/2008	Breg, Inc.	Registered
T SCOPE	U.S. Federal	78/395180 4/1/2004	3012237 11/1/2005	Breg, Inc.	Registered
THUMBSTER	U.S. Federal	77/450350 4/17/2008	3822420 7/20/2010	Breg, Inc.	Registered
VECTRA	U.S. Federal	77/528848 7/22/2008	3719522 12/1/2009	Breg, Inc.	Registered
X2K	U.S. Federal	78/188209 11/22/2002	2775794 10/21/2003	Breg, Inc.	Registered