

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
Carolina Medical Products Company		08/07/2012	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	315 Deaderick Street		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	Banking Corporation: ALABAMA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4031253	CAROLINA MEDICAL PRODUCTS CO.	
Registration Number:	1526453	CMP	
Registration Number:	4028443	DERMACLOUD	
Registration Number:	1288620	SPS	
Registration Number:	3358469	CAROLINA MEDICAL PRODUCTS CO.	
Registration Number:	1600274	ABSORBASE	
Registration Number:	1377857	ORACIT	
CORRESPONDENCE DATA			
Fax Number:	6157420410		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-742-7760		
Email:	trademarks@bassberry.com		
Correspondent Name:	Robert L. Brewer		
Address Line 1:	150 3rd Avenue South		

900231407

TRADEMARK
 REEL: 004845 FRAME: 0119

CH \$190.00 4031253

Address Line 2: Suite 2800
Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER: 108000-211

NAME OF SUBMITTER: Robert L. Brewer

Signature: /Robert L. Brewer/

Date: 08/17/2012

Total Attachments: 8

source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page1.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page2.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page3.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page4.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page5.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page6.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page7.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 7, 2012 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by the undersigned (the "Grantors") in favor of Regions Bank ("Regions Bank"), as administrative agent for itself and the Lenders (in such capacity, the "Administrative Agent") under the Credit Agreement.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among CAROLINA MEDICAL PRODUCTS COMPANY, a North Carolina corporation (the "Borrower"), CMP ACQUISITION COMPANY LLC, a Delaware limited liability company ("Parent Guarantor"), and REGIONS BANK, as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and pursuant to that certain Guarantee and Collateral Agreement of even date herewith by and among Borrower, Parent Guarantor, and Administrative Agent for the Lenders from time to time parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); capitalized terms not otherwise defined herein and not otherwise noted parenthetically as being defined in other agreements shall have the meanings set forth in the Credit Agreement, the Lenders have agreed to make certain extensions of credit to the Borrower under the Credit Agreement, all as more specifically described therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors execute and deliver this Intellectual Property Security Agreement to the Administrative Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office; and

WHEREAS, the Grantors desire to execute this Intellectual Property Security Agreement to satisfy the condition described in the preceding paragraph.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. GRANT OF SECURITY. The Grantors hereby grant to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in and to all of Grantors' right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated

(a) (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent to use" trademark application for which a statement of use has not yet been filed (but only until such statement is filed with, and accepted by, the United States Patent and Trademark Office or the equivalent thereof in any jurisdiction)), including, without limitation, each trademark registration and application for trademark registration identified in Schedule 1, (2) the right to obtain all renewals thereof, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (1) all letters patent, all reissues and extensions thereof, including, without limitation, any of the foregoing identified in Schedule 2, (2) all applications for letters patent and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing identified in Schedule 2, (3) all rights to obtain any reissues or extensions of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, and (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) (collectively, the "Patents");

(c) (1) all copyrights, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all copyright registrations, and applications for copyright registrations identified in Schedule 3, (2) the right to obtain all renewals thereof, (3) the rights to print, publish and distribute any of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (6) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) (1) all Patent Licenses, Trademark Licenses, and Copyright Licenses, as defined in the Guarantee and Collateral Agreement (except to the extent any such Patent License, Trademark License or Copyright License constitutes Excluded Intellectual Property, as defined in the Guarantee and Collateral Agreement) (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements

thereof), and (4) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

SECTION 2. RECORDATION. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 4. GOVERNING LAW. Unless otherwise expressly set forth herein, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York (including Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) without reference to the conflicts or choice of law principles thereof other than such Section 5-1401, except to the extent that the laws of a particular jurisdiction other than the State of New York govern the perfection, priority or enforcement of liens on and security interests in the Collateral.

SECTION 5. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Guarantee and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

CAROLINA MEDICAL PRODUCTS
COMPANY

By: Henry L. Smith
Name: Henry L. Smith
Title: President and Treasurer

CMP ACQUISITION COMPANY LLC

By: _____
Name: George E. Aitken-Davies
Title: President and Secretary

Signature Page to Intellectual Property Security Agreement

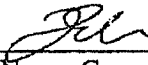
TRADEMARK
REEL: 004845 FRAME: 0124

IN WITNESS WHEREOF, the undersigned Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

CAROLINA MEDICAL PRODUCTS
COMPANY

By: _____
Name: Henry L. Smith
Title: President and Treasurer

CMP ACQUISITION COMPANY LLC


By:  _____
Name: George E. Aitken-Davies
Title: President and Secretary

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 004845 FRAME: 0125

Schedule 1 to Intellectual Property Security Agreement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Mark	Serial No. / Registration No.	Application/ Registration Date
Carolina Medical Products Company	CAROLINA MEDICAL PRODUCTS CO.	4,031,253	9/27/11
Carolina Medical Products Company	CMP (design) 	1,526,453	2/28/89
Carolina Medical Products Company	DERMACLOUD	4,028,443	9/20/11
Carolina Medical Products Company	SPS	1,288,620	8/7/84
Carolina Medical Products Company	ABSORBASE	North Carolina Reg. 010568	6/2/93
Carolina Medical Products Company	ORACIT	North Carolina Reg. 005168	[Note: cancelled]
Carolina Medical Products Company	CAROLINA MEDICAL PRODUCTS CO.	3,358,469	12/25/07
Carolina Medical Products Company	ABSORBASE	1,600,274	6/12/90
Carolina Medical Products Company	ORACIT	1,377,857	1/14/86

Schedule 2 to Intellectual Property Security Agreement

REGISTERED PATENTS AND PATENT APPLICATIONS

None.

Schedule 3 to Intellectual Property Security Agreement

REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

Title	Copyright Number	Date
<i>"Isoniazid syrup USP"</i>	TX0002138317	8/3/87
<i>"Oracit"</i>	TX0002138363	8/3/87
<i>"SPS suspension"</i>	TX0001687393	2/27/85