

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
AG Industries LLC		05/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4215426	BOOMERANG	
Registration Number:	4299006	RETURNING COMPLIANCE TO EVERY PATIENT	
Registration Number:	4023635	SOPORA	
Registration Number:	4112477	SOPORA	
Registration Number:	3815265	ULTAGEN	
Registration Number:	3797986	AG INDUSTRIES PROTECTING WHAT MATTERS MO	
Registration Number:	3236262	AG INDUSTRIES	
Registration Number:	2660525	VELOCITY	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		

OP \$215.00 4215426

900254821

TRADEMARK
 REEL: 005024 FRAME: 0802

Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 3630.156

NAME OF SUBMITTER: Nancy Brougher

Signature: /njb/

Date: 05/10/2013

Total Attachments: 3

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 8, 2013, by AG Industries LLC, a Delaware limited liability company ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the respective trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 31, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

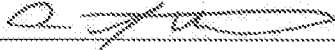
This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

GRANTOR:

AG INDUSTRIES LLC

By: 
Name: AARON D. VANBUREN
Title: VP

SCHEDULE A TO GRANT OF A SECURITY INTERESTU.S. TRADEMARKS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	OWNER
BOOMERANG	4215426	9/25/12	Home Health Medical Equipment Incorporated dba AG Industries
RETURNING COMPLIANCE TO EVERY PATIENT	4299006	3/5/13	Home Health Medical Equipment Incorporated dba AG Industries
SOPORA	4023635	9/6/11	Home Health Medical Equipment Incorporated
SOPORA	4112477	3/13/12	Home Health Medical Equipment Incorporated
ULTAGEN	3815265	7/6/10	Home Health Medical Equipment Incorporated dba AG Industries
AG INDUSTRIES PROTECTING WHAT MATTERS MOST ... YOUR HEALTH	3797986	6/8/10	Home Health Medical Equipment Incorporated
AG INDUSTRIES	3236262	5/1/07	Home Health Medical Equipment Incorporated dba AG Industries
VELOCITY	2660525	12/10/02	Home Health Medical Equipment Incorporated

None

PENDING U.S. TRADEMARK APPLICATIONS