

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
Allen Medical Systems, Inc.		10/01/2013	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	HUG-U-VAC Surgical Positioning Systems, Inc.
Street Address:	3871 Concomly Road South
City:	Salem
State/Country:	OREGON
Postal Code:	97306
Entity Type:	CORPORATION: OREGON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75684464	HUG-U-VAC

CORRESPONDENCE DATA

Fax Number: 5039723873
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (503) 221-1440
 Email: lisa.gabel@tonkon.com
 Correspondent Name: Tonkon Torp LLP
 Address Line 1: 888 SW Fifth Avenue
 Address Line 2: 1600 Pioneer Tower
 Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	36732-1 SECURITY INTEREST
NAME OF SUBMITTER:	Vicki A. Ballou
Signature:	/Vicki A. Ballou/

OP \$40.00 75684464

Date:

12/20/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**"), dated an effective as of October 1, 2013, is between Allen Medical Systems, Inc., an Indiana corporation ("**Debtor**") and HUG-U-VAC Surgical Positioning Systems, Inc., an Oregon corporation ("**Secured Party**").

RECITALS

A. Debtor owns all right, title, and interest in and to the following (the "**Collateral**"): (i) the following (the "**Patents**"): (a) the issued patents listed in Part 1 of Schedule A to this Agreement; (b) the patent applications listed in Part 1 of Schedule A to this Agreement and all patents that issue from those applications; (c) all divisions, reissues, continuations, extensions and foreign counterparts of the patents described in subsections (a) and (b); and (d) all inventions that are the subject of any of the patents described in subsections (a), (b) and (c); (ii) the HUG-U-VAC trademark (the "**Trademark**") and the United States Trademark Registration for that Trademark (the "**Trademark Registration**") as more specifically described in Part 2 of Schedule A to this Agreement; (iii) the copyrights (the "**Copyrights**") in certain drawings, including those drawings attached to the Patents (the "**Drawings**"); (iv) all products and proceeds of the Patents, the Trademark, the Trademark Registration, the Copyrights and the Drawings; and (v) all of Debtor's files, records and documents relating to the foregoing wherever located and whether presently existing or created or acquired in the future.

B. Pursuant to the Sale Agreement among Secured Party and Debtor dated the same date as this Agreement (the "**Sale Agreement**"), Debtor has agreed to grant Secured Party a security interest in and to the Collateral to secure the payment and performance of Debtor's obligations under the Sale Agreement, the Note and the other Transaction Documents (as those terms are defined in the Sale Agreement) as more specifically set forth in a Security Agreement dated the same date as this Agreement (the "**Security Agreement**").

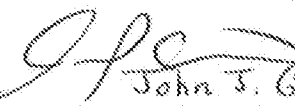
C. The parties have executed this Agreement for purposes of evidencing Secured Party's security interest in the Collateral and to allow Secured Party to file this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as may be necessary or appropriate to perfect Secured Party's security interest in and to the Collateral.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Debtor agrees as follows:

1. In order to secure payment and performance of all of Debtor Obligations (defined in the Security Agreement), Debtor hereby grants to Secured Party a security interest in the Collateral.

2. At Secured Party's reasonable request, Debtor will, and will cause its affiliates to, take all further actions and execute any additional agreements and instruments as may be necessary or appropriate to effect the perfection of Secured Party's security interest in the Patents, the Trademark, the Trademark Registration, the Copyrights, the Drawings and the other Collateral.

DEBTOR:	SECURED PARTY:
ALLEN MEDICAL SYSTEMS, INC. By:  Name: <u>John J. Greisak</u> Title: <u>President & CEO</u> Address: <u>1069 SR 46E</u> <u>Batesville, IN 47006</u>	HUG-U-VAC Surgical Positioning Systems, Inc. <hr/> E. Lloyd Hiebert, President Address: 3871 Concomly Road South, Salem, OR 97306

ACKNOWLEDGMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

This instrument was acknowledged before me, a Notary Public, on December __, 2013, by E. Lloyd Hiebert as the President of HUG-U-VAC Surgical Positioning Systems, Inc.

WITNESS my hand and notarial seal this _____ day of _____, 2013.

My Commission Expires:

 Resident of _____ County

 Notary Public

 Printed Name

ACKNOWLEDGMENT

STATE OF Indiana)
COUNTY OF Ripley) SS:

This instrument was acknowledged before me, a Notary Public, on December 19, 2013, by John J. Greischa the President & CEO of Allen Medical Systems, Inc.

WITNESS my hand and notarial seal this 19 day of December, 2013.

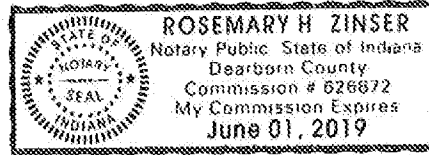
My Commission Expires:

6-1-19

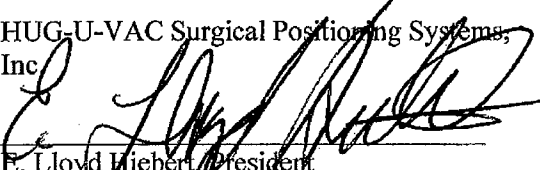
Resident of Dearborn County

Rosemary H. Zinser
Notary Public

Rosemary H. Zinser
Printed Name

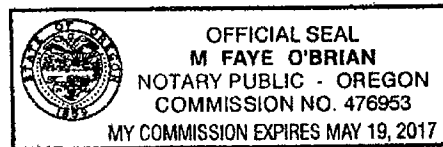


2. At Secured Party's reasonable request, Debtor will, and will cause its affiliates to, take all further actions and execute any additional agreements and instruments as may be necessary or appropriate to effect the perfection of Secured Party's security interest in the Patents, the Trademark, the Trademark Registration, the Copyrights, the Drawings and the other Collateral.

DEBTOR:	SECURED PARTY:
ALLEN MEDICAL SYSTEMS, INC. By: Name: Title: Address: _____ _____	HUG-U-VAC Surgical Positioning Systems, Inc.  E. Lloyd Hiebert, President Address: 3871 Concomly Road South, Salem, OR 97306

ACKNOWLEDGMENT

STATE OF Oregon)
) SS:
 COUNTY OF Marion)

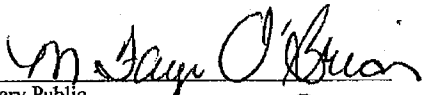


This instrument was acknowledged before me, a Notary Public, on December 18 2013, by E. Lloyd Hiebert as the President of HUG-U-VAC Surgical Positioning Systems, Inc.

WITNESS my hand and notarial seal this 18th day of December, 2013.

My Commission Expires:
5-19-17

Resident of Salem, OR County Marion


 Notary Public

M. Faye O'Brian
 Printed Name

SCHEDULE A
Collateral

PART 1 – PATENTS

Application/Patent No.	Title	Filed/Issued Date
U.S. Pat. No. 5,906,205	SURGICAL POSITIONING DEVICE	Issued 05/25/1999
JP Pat. No. 4083891 (corresponds to USPN 5,906,205)	SURGICAL POSITIONING DEVICE	Issued 02/22/2008
CA Pat. No. 2,265,428 (corresponds to USPN 5,906,205)	SURGICAL POSITIONING DEVICE	Issued 05/08/2007
U.S. App. No. 12/584,337 U.S. Patent No. 8,469,911	SURGICAL POSITIONING SYSTEM	Filed 09/02/2009 Issued 06/25/2013
U.S. App. No. 13/744,233 Pub. No. 2013-0206148	SURGICAL POSITIONING SYSTEM (continuation)	Filed 1/17/2013
U.S. App. No. 13/011,686 Pub. No. 2011-0126355	SURGICAL POSITIONING SYSTEM (CIP of '337 app)	Filed 01/21/2011
U.S. App. No. 13/051,937 Pub. No. 2011-0191960	SURGICAL POSITIONING SYSTEM (CIP of '686 app)	Filed 03/18/2011

PART 2 - TRADEMARK AND TRADEMARK REGISTRATION

Trademark	App. No. / Reg. No.	File Date / Reg. Date	Goods
HUG-U-VAC	App. No. 75684464 Reg. No. 2324481	Filed: April 16, 1999 Registered: February 29, 2000	Class 10: Surgical positioning mattress