

07-13-2000



101402612

6-16-00

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/13/2000 ASCOTT 00000018 75578579

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
675.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002099 FRAME: 0333

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75/578579"/>	<input type="text" value="75/712381"/>	<input type="text" value="75/942466"/>	<input type="text" value="1063239"/>	<input type="text" value="1173854"/>	<input type="text" value="1238548"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1241177"/>	<input type="text" value="1269061"/>	<input type="text" value="1379345"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1380599"/>	<input type="text" value="1542392"/>	<input type="text" value="1541408"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stuart W. Rathje

*Stuart W. Rathje*

6/12/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name



Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)




City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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1011451	1890535	1895004
1927943	1966739	2144993
2120982	2037964	2037965
2037966	2262494	2295811
1932938	2308554	1883696
1799243	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of April, 2000 by The Hygenic Corporation, formerly known as Hygenic Acquisition, a Delaware corporation ("Grantor") in favor of Heller Financial, Inc., a Delaware corporation, in its capacity as Administrative Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee"):

## W I T N E S S E T H

WHEREAS, Grantor, Grantee, Banc of America Commercial Finance Corporation, as a Lender and as Documentation Agent, and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;  
and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark except as permitted under the Credit Agreement including Section 3.7, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement except with respect to any Trademark that is no longer used or useful in the business of the Grantor or such Trademark's minimal value does not reasonably justify the taking of such action or inaction.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and

indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 6.

7. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE HYGENIC CORPORATION,  
f/k/a Hygenic Acquisition, Inc.

By: J. C. DiRusso  
Its: VICE PRESIDENT - FINANCE

Agreed and Accepted  
As of the Date First Written Above

HELLER FINANCIAL, INC.,  
as Administrative Agent

By: [Signature]  
Its: ATP

# SCHEDULE 1

## United States Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
THERA-BAND Resistive exerciser (Class 10- Rubber sheeting used for medical purposes)	1,063,239	09/13/1976
HYGENIC & Design (Class 5, 10 - Dental supplies & accessories)	1,173,854	10/06/1078
H & HYGENIC logo (Class 27 - Floor Mats)	1,238,548	10/06/1978
H & HYGENIC logo (Class 17 - Rubber and Plastic in the form of sheets and tubing for industrial use)	1,241,177	10/06/1978
H & HYGENIC logo (Class 10 - Rubber and Plastic in the form of sheets and tubing for medical applications)	1,269,061	10/06/1978
DYNA- BAND-Resistive exerciser (Class 28 - exercise equipment; namely, resistive exercisers)	1,379,345	05/31/1985
H & HYGENIC logo (Class 28 - Exercise equipment)	1,380,599	05/31/1985
THERA - BAND & Design (Class 10- Rubber sheeting for medical purposes)	1,542,392	09/29/1988
Color Band Design (Class 10 - Rubber sheeting for medical purposes)	1,541,408	09/29/1988



PARABATH- Unit, Paraffin Bath, Paraffin Refills, Accessories (Class 10)	1,011,451	06/13/1973
HYSYNAL (Class 17- Sunthetic Polyisoprene Rubber Tubing for medical and industrial use)	1,890,535	08/24/1994
THERA-BAND - Resistive exercisers (Class 10 - for elastic tensioning exerciser for rehab physical therapy)	1,895,004	09/13/1976
THERA- BAND PRESCRIPTION PACK Resistive Exercise System (Class 10) <b>(NO LONGER USING PRODUCT)</b>	1,927,943	08/23/1994
MARK H HYGENIC & DESIGN (Class 28 - G.P. Points, & 10 - Dental Products)	1,966,739	10/06/1978
HYTONE (Class 24- latex rubber sheeting sold in rolls used in the manufacture of evening wear)	2,144,993	07/10/1997
H HYGENIC & DESIGN (Class 17 Rubber and Plastic in the Form of sheets and tubing for General Industrial Use)	2,120,982	10/06/1978
COLOR PINK (Dyna-Band) (Class 28)	2,037,964	05/31/1985
COLOR GREEN (Dyna-Band) (Class 28)	2,037,965	05/31/1985
COLOR PURPLE (Dyna-Band) (Class 28)	2,037,966	05/31/1985

H & HYGENIC LOGO (Class 10 - Rubber and plastic in the form of sheets and tubing for medical applications)	2,262,494	10/06/1978
THERA - BAND (Class 28 - product for exercise or recreational use - bands, tubing, balls, kits, mats, aquatic devices)	2,295,811	09/18/1998
THERAROBICS (Class 12 - Exercise physical therapy services)	1,932,938	10/27/1998
HYSYNAL (Synthetic rubber tubing for medical and industrial use Class 10; synthetic rubber tubing and tourniquets for medical and industrial use Class 17)	2,308,554	04/17/1998
AQUA DEEP WRAP (Class 28 - Floatation belt for bathing and swimming)	1,883,696	02/18/1994
THERA-BAND & BALL (Class 10 - Rubber sheeting used for medical purposes)	1,799,243	10/19/1993

United States  
Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
THERAEROBICS (Class 28, 41-exercise kits comprising resistive bands and tubing)	75/578,579	
AQUAFINS (Class 10,28 - products for physical therapy use; namely, vests, belts, bands, floatation devices, swim fins)	75/712,381	05/24/1998

(Handheld physical therapy device  
Class 10; handheld exercise device Class 28)

Foreign Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
DYNA-BAND (Class 10 & 28)	Austria	134,133	
H HYGENIC LOGO (Class 5 chemical products and artfical resins for dental purposes & 10 - Medical and dental instruments and apparatus; all remaining categories are dental)	Austria	160,822	
THERA-BAND (Class 10)	Australia	160,168	
THERA-BAND (Class 10)	Australia	A501926	
DYNA-BAND (Class 10)	Australia	A501925	
THERAROBICS (Classes 28,41)	Australia	763150	
AQUAFINS (Classes 10,28)	Australia	770960	
THERA-BAND (Class 28)	Australia	772043	
THERA-BAND (Class 10)	Brazil	816.666.180	
THERA-BAND (Class 5, 10)	Benelux	450,458	

H & HYGENIC logo (Class 5, 10 & 28 - dental and medical)	Benelux	501,502
DYNA-BAND (Class 10 & 28)	Benelux	483,254
DYNAROBICS (Class 16, 28, 41)	Benelux	563537
HYGENIC H & DESIGN (Canada has no class system)	Canada	360,478
THERA-BAND (Canada has no class system)	Canada	461,454
THERA-BAND & DESIGN (Canada has no class system)	Canada	460,636
THERA-BAND (Class 10)	Switzerland	356,844
DYNA-BAND (Class 10 & 28)	Switzerland	384,212
H HYGENIC LOGO (Class 10)	Switzerland	430,090
THERAROBICS (Class 28,41)	Switzerland	455.894
THERA-BAND (Class 10)	Chile	390,492
AQUAFINS (Class 10)	Columbia	144,549

AQUAFINS (Class 10)	Columbia	216,809
AQUAFINS (Class 28)	Columbia	216,810
THERA-BAND (Class 28)	Columbia	217,536
THERA-BAND (Class 10)	Germany	1,178,481
H & HYGENIC logo (Class 5, 10 & 28 - dental and medical)	Germany	2,006,219
DYNA-BAND (Class 10 & 28)	Germany	1,178,451
H & HYGENIC logo (Class 5, 10 & 28- dental and medical)	Denmark	08/369-92
THERA-BAND (Class 10)	Denmark	08.919-93
DYNA-BAND (Class 10 & 28)	Denmark	00998-94
THERA-BAND (Class 10)	Spain	1,786,082
THE HYGENIC CORPORATION & DESIGN (Class 10- dental and rubber and plastic in the form of sheets and tubing for medical applications)	Spain	1,920,092
DYAN-BAND (Class 10)	Spain	1,585,250

DYNA-BAND (Class 28)	Spain	2,124,363
THERAROBICS (Classes 9, 28, 41)	CTM	000846071
AQUAFINS (Classes 9, 10,28)	CTM	0009128816
THERA-BAND (Classes 9, 10, 16, 28)	CTM	000920892
DYNA-BAND (Class 10 & 28)	Finland	119181
HYGENIC LOGO (Class 10- dental only)	Finland	200442
THERA-BAND (Class 10)	Finland	201034
THERA-BAND (Class 5)	France	1,467,991
H & HYGENIC logo (Class 10, 5, & 28 - dental and medical)	France	1,651,880
DYNA-BAND (Class 10 & 28)	France	1,610,223
THERA-BAND (Class 10)	U.K.	1,319,651
H & HYGENIC logo (Class 10- dental and rubber and plastic in the form of sheets and tubing for medical applications)	U.K.	1,453,018

DYNA-BAND (Class 9)	U.K.	1,454,823
DYNA-BAND (Class 10)	U.K.	1,419,170
DYNA-BAND (Class 28)	U.K.	1,419,171
H & HYGENIC logo (Class 5, 10 & 28- dental and rubber and plastic in the form of sheets and tubing for medical application)	Greece	103,904
THERA-BAND (Class 10)	Greece	116,382
DYNA-BAND (Class 10 & 28)	Greece	100,292
H & HYGENIC logo(Class 10 - dental and medical)	Ireland	143,241
THERA-BAND (Class 10)	Ireland	157,724
DYNA-BAND (Class 10 & 28)	Ireland	141,486
H & HYGENIC logo (Class 5,10 & 28-dental and medical)	Italy	00623157
THERA-BAND (Class 10)	Italy	00677912
DYNA-BAND (Class 10 & 28)	Italy	587,979

THERA-BAND (Class 1)	Japan	2717467
DYNA-BAND (Class 28)	Japan	4113423
HYGENIC H & DESIGN (Class 5-dental)	Japan	4143278
HYGENIC H & DESIGN (Class 10-dental and medical)	Japan	4632388
HYGENIC H & DESIGN (Class 17-dental and medical)	Japan	4159679
THERA-BAND (Classes 28)	Japan	4086677
THERA-BAND (Class 11) (Korean)	Korea	259028
AQUAFINS (Classes 10 & 28)	Korea	463,276
DYNA-BAND (Class 10 & 28)	Monoco	90.13441
DYNA-BAND (Class 10)	Malta	19,926
DYNA-BAND (Class 28)	Malta	19,927
THERA-BAND (Class 10)	Mexico	416,337
THERA-BAND (Class 28)	Mexico	593,559
DYNA-BAND (Class 10 & 28)	Norway	152,399



THERAROBICS (Classes 28,41)	Norway	193,241
AQUAFINS (Classes 10,28)	Norway	198,726
THERAROBICS (Class 28)	New Zealand	292,904
THERAROBICS (Class 41)	New Zealand	292,905
AQUAFINS (Class 10)	New Zealand	297,100
AQUAFINS (Class 28)	New Zealand	297,101
AQUAFINS (Class 10)	Peru	052773
AQUAFINS (Class 10)	Peru	052960
THERA-BAND (Class 44-based on old U.S. classification)	Puerto Rico	30,976
H & HYGENIC logo (Class 5- dental and rubber and plastic in the form of sheets and tubing for medical applications)	Portugal	273,052
H & HYGENIC logo (Class 10- dental only)	Portugal	273,053
THERA-BAND (Class 10)	Portugal	295,414

DYNA-BAND (Class 10)	Portugal	266,675
DYNA-BAND (Class 28)	Portugal	266,676
THERA-BAND (Class 10)	Saudi-Arabia	273/63
THERA-BAND (Class 28)	Saudi-Arabia	473/93
THERA-BAND (Class 10)	Sweden	227,877
DYNA-BAND (Class 10 & 28)	Sweden	231,723
HYGENIC & DESIGN (Class 10- rubber in the form of sheets and tubing for use in the medical, dental, industrial and exercise fields)	Singapore	4624/95
THERA-BAND (Class 10)	Thailand	TM256339
THERA-BAND (Class 28)	Thailand	374383

Foreign Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Reg. Date</u>
AQUAFINS (Class 10)	Bolivia	85320-21	
AQUAFINS (Class 28)	Bolivia		
HYGENIC	Bolivia	817726250	

THERA-BAND (Class 5 - Products used specifically in dental treatment)	Brazil	815746806	
AQUAFINS (Class 12)	Brazil	821209787	11/13/1998
AQUAFINS (Class 25)	Brazil	821209795	11/13/1998
AQUAFINS (Class 28)	Brazil	821209809	11/13/1998
THERA-BAND (Class 25)	Brazil	821221183	11/17/1998
THERA-BAND (Class 28)	Brazil	821221191	11/17/1998
THERAROBICS (Canada has no class system)	Canada	893,133	10/13/1998
AQUAFINS (Canada has no class system)	Canada	1,015,327	05/11/1999
AQUAFINS (Classes 10,28)	Switzerland	07650/1998	09/17/1998
THERA-BAND (Class 10)	Switzerland	07649/1998	09/17/1998
THERA-BAND (Class 28)	Chile	542,326	10/27/1998
AQUAFINS (Class 10)	Ecuador	90611	09/02/1998
AQUAFINS (Class 28)	Ecuador	90612	09/02/1998
THERAROBICS (Classes 28,41)	Japan	10(1998) 48820	

THERA-BAND (Class 28)	Korea	99-227
HYGENIC & DESIGN (Class 10- International rubber goods, dental and exercise fields)	Malaysia	95/04467
AQUAFINS (Classes 10,28)	Philippines	
HYGENIC LOGO (Class 10- dental only)	Sweden	95-8257
THERA-BAND (Class 10)	Venezuela	S/N 5.857-92
AQUAFINS (Class 10)	Venezuela	023802
AQUAFINS (Class 28)	Venezuela	023803