

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
O2 Partners, LLC		12/23/2004	Limited Liability Company: MAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Peter Lunder		
<b>Street Address:</b>	Two Monument Square		
<b>Internal Address:</b>	c/o Kenilworth Partners, LLC		
<b>City:</b>	Portland		
<b>State/Country:</b>	MAINE		
<b>Postal Code:</b>	04101		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2086539	ORTHOLITE	
Registration Number:	2295211	ORTHOLITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(207)791-1350		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	207-791-1100		
<b>Email:</b>	wworden@pierceatwood.com		
<b>Correspondent Name:</b>	William L. Worden, Esq.		
<b>Address Line 1:</b>	One Monument Square		
<b>Address Line 2:</b>	Pierce Atwood LLP		
<b>Address Line 4:</b>	Portland, MAINE 04101-1110		
<b>NAME OF SUBMITTER:</b>	William L. Worden		
<b>Signature:</b>	/William L. Worden/		

**CH \$65.00 2086539**

Date:

03/17/2005

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of December 23, 2004, and is by and between O2 Partners, LLC, a Maine limited liability company (the "Debtor"), and Peter Lunder, of Scarborough, Maine (the "Secured Party").

### RECITALS

WHEREAS, Secured Party has extended credit to Debtor pursuant to the terms of that certain Promissory Note payable by Debtor to Secured Party dated as of even or near even date herewith in the original principal amount of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) (including any amendments, extensions, modifications, renewals, replacements or substitutions thereto, the "Note"); and

WHEREAS, to secure its obligations to Secured Party under the terms of the Note, Debtor wishes to grant a security interest in favor of the Secured Party as herein provided;

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

1. *Defined Terms.*

(a) Capitalized terms used herein and not otherwise defined herein have the respective meanings set forth in the Note.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and *vice versa*, unless otherwise specified.

2. *Incorporation of Premises.* The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. *All Personal Property Assets Security Agreement.* The rights granted to Secured Party herein are in addition to, and not in lieu of, and shall not restrict or diminish in any way whatsoever, the rights granted to Secured Party under the terms of that certain All Personal Property Assets Security Agreement dated as of even or near even date herewith by Debtor in favor of Secured Party.

4. *Security Interest in Trademarks and Service Marks.* To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants to

Secured Party a security interest in, with power of sale to the extent permitted by applicable law, all of Debtor's rights and interests in the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Debtor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i) - (iv) in this Paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks.

5. *Restrictions on Future Agreements.* Debtor will not, without Secured Party's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Debtor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect adversely affect the validity or enforcement of the rights transferred to Secured Party under this Agreement, or the rights associated with the Trademarks.

6. *No Other Liens.* Debtor represents and warrants that no other liens, claims or security interests have been granted by Debtor to any other person in the Trademarks, and no other liens, claims or security interests have been granted by Debtor to any other person in the Trademarks.

7. *Royalties.* Debtor hereby agrees that the use by Secured Party of the Trademarks as authorized hereunder in connection with the exercise of its remedies under Paragraph 15 shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Secured Party to Debtor.

8. *Right to Inspect; Further Assignment and Security Interests.* Secured Party may at all reasonable times (and at any time when a Default exists) have access to, examine, audit, make copies (at Debtor's expense) and extracts from and inspect Debtor's premises and examine Debtor's books, records and operations relating to the Trademarks, including, without limitation, Debtor's quality control processes; *provided that*, in conducting such inspections and examinations, Secured Party shall use reasonable efforts not to unnecessarily disturb the conduct of Debtor's ordinary business operations. From and after the occurrence of a Default, Debtor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such reasonable additional product quality controls as Secured Party or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Debtor under the Trademarks. Debtor agrees (a) not to sell or assign its interest in, or grant any license under, the Trademarks without the prior and express written consent of Secured Party, (b) to maintain the quality of said products as of the date hereof, and

(c) not to change the quality of such products in any material adverse respect without Secured Party's prior and express written consent.

9. *Termination of Secured Party's Security Interest.* This Agreement is made for collateral security purposes only. This Agreement and Secured Party's security interest in the Trademarks shall continue in full force and effect as long as any Obligations shall be owed to Secured Party. Upon payment in full of the Obligations, this Agreement shall terminate and Secured Party shall promptly execute and deliver to Debtor, at Debtor's expense, all termination statements and other instruments as may be necessary or proper to terminate Secured Party's security interest in the Trademarks, subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement.

10. *Duties of Debtor.* Debtor shall have the duty, to the extent desirable in the normal conduct of Debtor's business, to: prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, and make application for trademarks or service marks. Debtor further agrees not to abandon any Trademark without the prior written consent of Secured Party, to file renewals of all Trademarks when required, file all instruments and documents required to register any Trademark in other jurisdictions when the nature of its business so requires, and to use its best efforts to maintain in full force and effect the Trademarks that are or shall be necessary or, in Debtor's commercial judgment, economically desirable in the operation of Debtor's business. Any expenses incurred in connection with the foregoing shall be borne by Debtor.

11. *Secured Party's Right to Sue.* From and after the occurrence of a Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement. Debtor shall, upon demand, promptly reimburse Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Secured Party).

12. *Waivers.* Secured Party's failure, at any time or times hereafter, to require strict performance by Debtor of any provision of this Agreement shall not waive, affect or diminish any right of Secured Party thereafter to demand strict compliance and performance therewith, nor shall any course of dealing between Debtor and Secured Party have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Debtor contained in this Agreement shall be deemed to have been suspended or waived by Secured Party unless such suspension or waiver is in writing signed by an officer of Secured Party and directed to Debtor specifying such suspension or waiver.

13. *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and

unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. *Modification.* This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

15. *Cumulative Remedies: Power of Attorney.* All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. From and after the occurrence of a Default and the giving of written notice by Secured Party to Debtor of Secured Party's intention to enforce its rights and claims against Debtor, Debtor hereby irrevocably designates, constitutes and appoints Secured Party (and all persons designated by Secured Party in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes Secured Party and any of Secured Party's designees, in Debtor's or Secured Party's name, from and after the occurrence of a Default, to (a) endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademarks, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (d) take any other action with respect to the Trademarks as Secured Party in good faith deems in its best interest. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated in accordance with Paragraph 9. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Note and other Financing Documents, but rather is intended to facilitate the exercise of such rights and remedies. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

16. *Successors and Assigns.* This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Secured Party and its successors and assigns. Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession; *provided, however*, that Debtor shall not voluntarily assign or transfer its rights or obligations hereunder without Secured Party's prior written consent.

17. *Governing Law and Consent to Jurisdiction.* THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MAINE WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES. Debtor agrees that any action or claim arising out of, or any dispute in connection with, this Agreement or any of the other Financing Document as to which it is a party, any rights, remedies, obligations, or duties hereunder or under any other Financing Document as to which it is a party, or the performance or enforcement hereof or thereof, shall be brought in the courts of

the State or any federal court sitting therein and consents to the exclusive jurisdiction of such court and to service of process in any such suit being made upon Debtor in accordance with the notice provisions specified in Section 21 of the Note. Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

18. *Notices.* All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 21 of the Note.

19. *Secured Party's Duty.* Secured Party shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, Secured Party shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Debtor and added to the Obligations secured hereby.

20. *Waiver of Jury Trial.* SECURED PARTY AND DEBTOR EXPRESSLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS, WHETHER ARISING UNDER THE UNITED STATES OR ANY STATE CONSTITUTION, ANY RULES OF CIVIL PROCEDURE, COMMON LAW OR OTHERWISE, TO DEMAND A TRIAL BY JURY IN ANY ACTION, LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR THE FINANCING DOCUMENTS, ANY AGREEMENTS ARISING UNDER OR RELATING TO THIS AGREEMENT, ANY COLLATERAL SECURING THE OBLIGATIONS, OR THE DEALINGS OR RELATIONSHIPS BETWEEN OR AMONG SECURED PARTY AND DEBTOR, OR ANY OF THEM. NEITHER SECURED PARTY NOR DEBTOR, INCLUDING ANY ASSIGNEE OR SUCCESSOR OF SECURED PARTY OR DEBTOR, SHALL SEEK A JURY TRIAL IN ANY SUCH ACTION. NEITHER SECURED PARTY NOR DEBTOR SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION WHEN A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER SECURED PARTY NOR DEBTOR HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

21. *Miscellaneous.* The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Debtor acknowledges receipt of a copy of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK/  
SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

**O2 PARTNERS, LLC**  
("Debtor")

Angela Carey  
Witness

By: [Signature]  
James Barrett, Treasurer

**PETER LUNDER**  
("Secured Party")

[Signature]  
Witness

By: [Signature]



SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Date of Registration</b>
ORTHOLITE	U.S.A.	2,086,539	August 5, 1997
ORTHOLITE	U.S.A.	2,295,211	November 30, 1999
ORTHOLITE	Canada	TMA 561,869	May 13, 2002
ORTHOLITE	European Community	002223220	August 6, 2002
ORTHOLITE	Taiwan and China	1011952	