

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
ACCUMED TECHNOLOGIES, INC.		07/27/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	833 Broadway		
City:	Albany		
State/Country:	NEW YORK		
Postal Code:	12206		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2864222	BREATH-O-PRENE	
Serial Number:	78454721	ASPIRBANDAGE	
Serial Number:	78454713	ASPIRFABRIC	
Serial Number:	78917802	BREATHE-O-PRENE	
Serial Number:	78917831	INTELLIGENT INTERACTIVE MATERIALS	
CORRESPONDENCE DATA			
Fax Number:	(716)853-5199		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7168535100		
Email:	jhains@lippes.com		
Correspondent Name:	John P. Hains		
Address Line 1:	665 Main Street		
Address Line 2:	Suite 300		
Address Line 4:	Buffalo, NEW YORK 14203		
NAME OF SUBMITTER:	John P. Hains		

OP \$140.00 2864222

Signature:	/j p hains/
Date:	07/27/2006
Total Attachments: 4 source=Accumed Trademark_20060727113916#page1.tif source=Accumed Trademark_20060727113916#page2.tif source=Accumed Trademark_20060727113916#page3.tif source=Accumed Trademark_20060727113916#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated July 27, 2006, by ACCUMED TECHNOLOGIES, INC., a New York corporation (the "Debtor"), in favor of CITIZENS BANK, N.A. (together with its successors and assigns, the "Lender") pursuant to the agreement titled General Security Agreement and dated as of the date hereof (the "General Security Agreement").

W I T N E S S E T H:

WHEREAS, the Debtor is party to the General Security Agreement in favor of the Lender pursuant to which the Debtor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender, to enter into the Loan Agreement, the Debtor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the General Security Agreement and used herein have the meaning given to them in the General Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. the Debtor hereby pledges and grants to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following collateral of the Debtor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Debtor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. General Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the General Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the General Security Agreement, the provisions of the General Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Indebtedness (other than unmatured indemnification obligations), upon written request of the Debtor, the Lender shall execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

ACCUMED TECHNOLOGIES, INC.

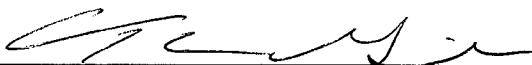
By:

Name: Thomas Blaszczykiewicz
Title: President

Accepted and Agreed:

CITIZENS BANK, N.A.

By:



Name: Thomas L. Giles
Title: Vice President

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

ACCUMED TECHNOLOGIES, INC.

By: 

Name: Thomas Blaszczykiewicz
Title: President

Accepted and Agreed:

CITIZENS BANK, N.A.

By: _____

Name: Thomas L. Giles
Title: Vice President

SCHEDULE 1
Trademarks

ASPIRBANDAGE

UNITED STATES 040122.00004-US 07/22/2004 78/454,721 ALLOWED 10

ASPIRFABRIC

UNITED STATES 040122.00003-US 07/22/2004 78/454,713 ALLOWED 05

BREATHE-O-PRENE

UNITED STATES 040122.00012-US 06/27/2006 78/917,802 PENDING 24

INTELLIGENT INTERACTIVE MATERIALS

UNITED STATES 040122.00011-US 06/27/2006 78/917,831 PENDING 42

BREATH-O-PRENE

UNITED STATES Reg. No. 2,864,222
CHINA Reg. No. 3,541,518
EUROPEAN Reg. No. 003133147
AUSTRALIAN Reg. No. 951039