

**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>
Solarant Medical, Inc.		07/20/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Healthcare LLC		
<b>Street Address:</b>	505 Fifth Avenue		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2605637	SOLARANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-372-2000		
<b>Email:</b>	Chicago_IP_Docket@mwe.com		
<b>Correspondent Name:</b>	Jennifer M. Mikulina, Esq.		
<b>Address Line 1:</b>	227 West Monroe Street		
<b>Address Line 2:</b>	Suite 4400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-5096		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina		
<b>Signature:</b>	/Jennifer M. Mikulina/		
<b>Date:</b>	08/04/2006		

CH \$40.00 2605637

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 20, 2006 (as amended, restated, amended and restated or otherwise modified, the "Trademark Security Agreement"), is between each of **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (as defined in the Pledge and Security Agreement, defined below) (each, a "**Grantor**"), and **CIT HEALTHCARE LLC** ("**CIT Healthcare**"), as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement, defined below) (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**").

### WITNESSETH:

**WHEREAS**, Grantors are party to a Pledge and Security Agreement dated as of July 20, 2006 (as amended, restated, amended and restated, or otherwise modified, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right, to the extent available, to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in

accordance with, the laws of the State of New York without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

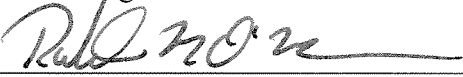
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SOLARANT MEDICAL, INC.,**  
as Grantor

By: \_\_\_\_\_  
Name: Carmen L. Diersen  
Title: Executive Vice President, Chief  
Financial Officer and Secretary

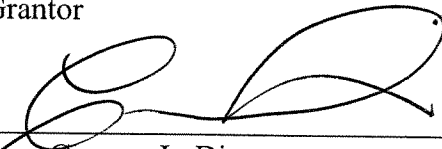
Accepted and Agreed:

**CIT HEALTHCARE LLC,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Robert M. O'Mara  
Title: Director

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

**SOLARANT MEDICAL, INC.,**  
as Grantor

By:   
Name: Carmen L. Diersen  
Title: Executive Vice President, Chief  
Financial Officer and Secretary

Accepted and Agreed:

**CIT HEALTHCARE LLC,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

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<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Solarant Medical, Inc.	2605637	US	SOLARANT

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