

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:	Pine Street Capital Partners, LP
Street Address:	99 Pine Street
Internal Address:	5th Floor
City:	Albany
State/Country:	NEW YORK
Postal Code:	12207
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78454721	ASPIRBANDAGE
Serial Number:	78454713	ASPIRFABRIC
Serial Number:	78917802	BREATHE-O-PRENE
Serial Number:	78917831	INTELLIGENT INTERACTIVE MATERIALS
Registration Number:	2864222	BREATH-O-PRENE

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6175269628
 Email: cslattery@proskauer.com
 Correspondent Name: Christine Slattery
 Address Line 1: One International Place
 Address Line 2: Proskauer Rose LLP
 Address Line 4: Boston, MASSACHUSETTS 02110

CH \$140.00 78454721

ATTORNEY DOCKET NUMBER:	58234/004
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	09/21/2006
Total Attachments: 4 source=AccumedPatentSecurity#page1.tif source=AccumedPatentSecurity#page2.tif source=AccumedPatentSecurity#page3.tif source=AccumedPatentSecurity#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated July 27, 2006, by ACCUMED TECHNOLOGIES, INC., a Delaware corporation (the "Debtor"), in favor of PINE STREET CAPITAL PARTNERS, LP, a Delaware limited partnership (together with its successors and assigns, the "Lender") pursuant to the agreement titled Security Agreement and dated as of the date hereof (the "Security Agreement").

W I T N E S S E T H:

WHEREAS, the Debtor is party to the 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 Security Agreement and used herein have the meaning given to them in the 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. 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 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 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 Security Agreement, the provisions of the 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 officer as of the date first set forth above.

ACCUMED TECHNOLOGIES, INC.

By: 

Name: Thomas Blaszczykiewicz
Title: President

Accepted and Agreed:

PINE STREET CAPITAL PARTNERS, LP

By: Pine Street Capital Partners LLC, its general partner

By: _____

Name: Timothy Welles
Title: Managing Director

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003394 FRAME: 0569

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.

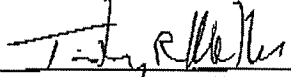
ACCUMED TECHNOLOGIES, INC.

By: _____
Name: Thomas Blaszczykiewicz
Title: President

Accepted and Agreed:

PINE STREET CAPITAL PARTNERS, LP

By: Pine Street Capital Partners LLC, its general partner

By:  _____
Name: Timothy Welles
Title: Managing Director

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

{Note: Any foreign filing changes should be post-closing}