

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
Murray Electronics Associates, LLC		03/25/2008	LIMITED LIABILITY COMPANY: DELAWARE
Arthrowave Medical Technologies, LLC		03/25/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Monique Almy, Esq., as Chapter 7 Trustee in the Chapter 7 Case of BioniCare Medical Technologies, Inc.		
Street Address:	1001 Pennsylvania Ave., NW		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20004		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2198322	BIONICARE	
CORRESPONDENCE DATA			
Fax Number:	(202)628-8844		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-624-2500		
Email:	afield@crowell.com		
Correspondent Name:	Crowell & Moring LLP		
Address Line 1:	P.O. Box 14300		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20044-4300		
ATTORNEY DOCKET NUMBER:	103268.0000005		
NAME OF SUBMITTER:	Karen C. Hermann		

CH \$40.00 2198322

Signature:

/Karen C. Hermann/

Date:

05/05/2008

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of March 25, 2008 by and among MURRAY ELECTRONICS ASSOCIATES, LLC, a Delaware limited liability company ("MEALLC"), with an address of 53 Loveton Circle, Suite 203, Sparks, Maryland 21152, ARTHROWAVE MEDICAL TECHNOLOGIES, LLC, with an address of 53 Loveton Circle, Suite 203, Sparks, Maryland 21152 ("Arthrowave" and collectively with MEALLC, "Borrower") and MONIQUE ALMY, CHAPTER 7 TRUSTEE in the Chapter 7 case of Bionicare Medical Technologies, Inc. (Case No. 07-16902-JS), or any assignee thereof (in either case, the "Secured Party"). Capitalized terms not defined herein shall have the meanings set forth in the Asset Purchase Agreement (as defined herein).

WITNESSETH:

WHEREAS, MEALLC has entered into that certain Asset Purchase Agreement with Secured Party, dated January 28, 2008 (as the same may be amended, modified or supplemented from time to time, the "Asset Purchase Agreement"), as approved by a final order dated as of March 14, 2008 of the U.S. Bankruptcy Court for the District of Maryland, entered in Case No. 07-16902-JS. Pursuant to the Asset Purchase Agreement, Secured Party will sell to Arthrowave, as assignee of the Asset Purchase Agreement, certain Purchased Assets and Intellectual Property (as defined in the Asset Purchase Agreement) for \$3,250,000 of which \$750,000 shall be paid in cash and \$2,500,000 shall be paid over one year and eight months (such \$2,500,000 being referred to herein as the "Financed Purchase Price");

WHEREAS, in order to evidence Borrower's obligation to pay the Secured Party the Financed Purchase Price, Borrower has executed and delivered in favor of the Secured Party a promissory note dated as of the date hereof in the principal amount equal to the Financed Purchase Price (the "Note");

WHEREAS, Borrower and Secured Party have concurrently with the Closing entered into that certain Security Agreement by and between Borrower and Secured Party of even date herewith (the "Security Agreement");

WHEREAS, Secured Party has concurrently with the Closing assigned and transferred the Purchased Assets and Intellectual Property to Borrower, which will hold the Purchased Assets from and after the date hereof; and

WHEREAS, it is a condition precedent to the Secured Party entering into and performing its obligations, including providing the financing above, under the Asset Purchase Agreement that the Intellectual Property and its Proceeds (as such term is defined in the Security Agreement) shall be pledged as collateral to secure payment of the Note as provided in the Asset Purchase Agreement and more fully set forth in this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and to induce the Secured Party to enter into the Asset Purchase Agreement with Borrower, Borrower hereby agrees with Secured Party, as follows:

1. To secure the payment and performance of any and all obligations of Borrower to Secured Party under the Note, Borrower grants and pledges to Secured Party a security interest in all of Borrower's right, title and interest in, to and under its Intellectual Property listed on Schedules A, B and C hereto and all Proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement or the Note, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

3. Borrower also hereby authorizes the Secured Party to file any documents with the United States Patent and Trademark Office without the signature of Borrower to the extent permitted by applicable law and in compliance with the terms of this Intellectual Property Security Agreement with respect to the Intellectual Property.

4. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower owns, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or any foreign equivalents of the foregoing.

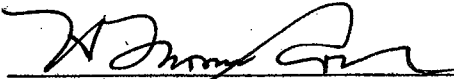
5. As used herein, the term "Intellectual Property" (in addition to its definition in the Asset Purchase Agreement) also includes all of the right, title and interest of Borrower in and to any and all source code, licenses, permits, trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, patents, patent applications, trade names, rights of use of any name, labels, fictitious names, inventions, designs, trade secrets, computer programs, software, printouts and other computer materials, goodwill, registrations, copyrights, copyright applications, know-how, show-how, and any related documents and agreements, in each case, as any of the foregoing relates to, is useful in the use of, or arises out of the Patents, Copyrights or Trademarks set forth in Schedules A, B, and C.

[Signature Page Follows]

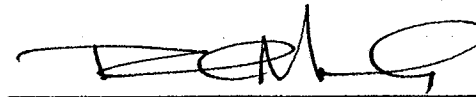
[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, Borrower and the Secured Party have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

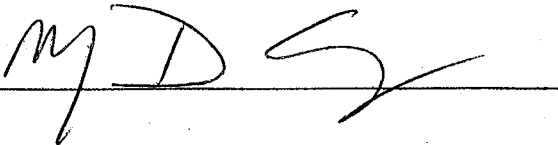
MURRAY ELECTRONICS ASSOCIATES, LLC

By: 
Name: THORNE GOULD
Title: CHAIRMAN

ARTHROWAVE MEDICAL TECHNOLOGIES, LLC

By: 
Name: RANDY MURPHY
Title: President + CEO

MONIQUE ALMY, CHAPTER 7 TRUSTEE
in the Chapter 7 case of BioniCare Medical Technologies,
Inc. (as Secured Party)



TRADEMARK

REEL: 003771 FRAME: 0576

SCHEDULE A

COPYRIGHTS

Description

FDA files, including amendments and applications

Studies, data and reports

Clinical studies, data and protocols

Any written materials related to, or useful in the use of, the inventions disclosed in the Patents

TRADEMARK

REEL: 003771 FRAME: 0577

SCHEDULE B

PATENTS

Description

U.S. Patent Number 5,273,033 Electrical Stimulator for Treatment of Osteoarthritis

Canadian Patent Application Number 2,102,759

European Patent Number EP0652028 Electrical Stimulator for Treatment of Osteoarthritis

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SCHEDULE C

TRADEMARKS

Description

U.S. Registration No. 2,198,322 for "BIONICARE"