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
Apex Medical Corporation		02/25/2009	CORPORATION: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	GE Business Financial Services Inc. (f/k/a Merrill Lynch Business Financial Services Inc.), as Administrative Agent
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3547252	UNI-CRUTCH
Registration Number:	3547253	THERMATHERAPY
Registration Number:	3547251	EXPLORER
Registration Number:	2326102	BEST CARE
Registration Number:	2170753	BESTCARE
Registration Number:	3562214	SOFT GRIP
Serial Number:	77522473	SAFE LOCK

CH $190.00 3547252

CORRESPONDENCE DATA

Fax Number: (312)577-8756
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-577-8348
Email: cheryle.stone@kattenlaw.com
Correspondent Name: Cheryle Stone c/o Katten Muchin Rosenman
Address Line 1: 525 WEST MONROE STREET

Address Line 2:	19th Floor
Address Line 4:	CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332659-00061
NAME OF SUBMITTER:	Cheryle A. Stone
Signature:	/Cheryle A. Stone/
Date:	02/26/2009

Total Attachments: 4
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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 25th day of February, 2009, by Apex Medical Corporation, a South Dakota corporation ("Grantor") in favor of GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of May 4, 2007 (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Borrower Security Agreement dated as of May 4, 2007 between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Grantee and Lenders, a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

APEX MEDICAL CORPORATION, a South Dakota corporation

By: _____

Its: Vp. Finance + Admin

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.
(formerly known as Merrill Lynch Business Financial Services Inc.), as Administrative Agent

By: Carrie Goldfeder
Its: Duly Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.
UNI-CRUTCH	3547252
THERMATHERAPY	3547253
EXPLORER	3547251
BEST CARE and Design	2326102
BESTCARE	2170753
SOFTGRIP	3562214

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.	Date Filed
SAFE LOCK	77/522473	7/15/08