

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
Freedom Innovations, LLC		02/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Healthcare, LLC		
Street Address:	305 Fellowship Road		
Internal Address:	Suite 300		
City:	Mt. Laurel		
State/Country:	NEW JERSEY		
Postal Code:	08054		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3686894	PLIÉ	
Serial Number:	77800041	FREEDOM INNOVATIONS	
Serial Number:	77775997	PROMENADE	
CORRESPONDENCE DATA			
Fax Number:	(615)244-6804		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-850-8741		
Email:	rfelber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	015693.94662		

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**TRADEMARK
 REEL: 004105 FRAME: 0078**

NAME OF SUBMITTER:	Robert P. Felber, Jr.
Signature:	/ROBERT P. FELBER, JR./
Date:	11/30/2009
Total Attachments: 4 source=CIT FREEDOM Trademark Security Interest Agreement (2)#page1.tif source=CIT FREEDOM Trademark Security Interest Agreement (2)#page2.tif source=CIT FREEDOM Trademark Security Interest Agreement (2)#page3.tif source=CIT FREEDOM Trademark Security Interest Agreement (2)#page4.tif	

TRADEMARK SECURITY INTEREST AGREEMENT

WHEREAS, a Credit and Guaranty Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") was entered into as of February 26, 2008, by and among Freedom Innovations, LLC, a Delaware limited liability company (the "Grantor"), Guarantors from time to time party thereto, Lenders from time to time party thereto and CIT Healthcare LLC, a Delaware limited liability company, as Administrative Agent (the "Secured Party"), under the terms of which the Grantor has assumed certain obligations to the Lenders and the Secured Party; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the Secured Party entered into a Security and Pledge Agreement, dated as of February 26, 2008, (as may be amended or otherwise modified from time to time, the "Security Agreement") (terms not defined herein shall have the meaning ascribed to such terms in the Security Agreement); and

WHEREAS, Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks") and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Collateral, including, without limitation, (a) the Trademarks and the goodwill of the business symbolized by the Trademarks, and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, all whether now or hereafter owned or licensable by Grantor and all reissues, extensions or renewals thereof, and (b) all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (collectively, the "Trademark Collateral"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Secured Party of a security interest in and mortgage on the Trademark Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the grant of, security interest in and mortgage on the Trademark Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided that, and notwithstanding anything to the contrary contained herein or in the Security Agreement, the foregoing grant of security interest shall not include any "intent-to-use"

trademark application until such time as a statement or allegation of use has been filed with the United States Patent and Trademark Office for such trademark application.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor has executed this Grant of Security Interest in Trademarks this 23rd day of November, 2009.

FREEDOM INNOVATIONS, LLC

By: [Signature]

Name: LEE KIM

Title: CHIEF FINANCIAL OFFICER

STATE OF CALIFORNIA)

) ss.

COUNTY OF ORANGE)

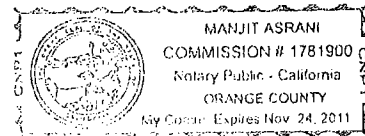
MANJIT ASRANI, NOTARY PUBLIC

On 11/23/09 before me, (here insert name and title of the officer), personally appeared LEE KIM who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



Notary Public in and for the State of

Commission expires:

Schedule 1 to Grant of Security Interest in Trademarks

No.	Trademark/ Current Owner Name	Registration No./Date	Application No./Date
1.	Plié/ Freedom Innovations, LLC	3,686,894/ 9/22/09	
2.	Freedom Innovations/ Freedom Innovations, LLC		77-800,041/ 8/7/2009
3.	Promenade/ Freedom Innovations, LLC		77-775,997/ 7/7/2009