

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
REGEAR LIFE SCIENCES, INC.		08/24/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	Two Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3636506	REGEAR
Registration Number:	3648559	REGEAR LIFE SCIENCES
Registration Number:	3741751	REGENERATOR
Registration Number:	3758917	WHERE THERE'S HEAT, THERE'S HEALING
Registration Number:	3758916	THE REVOLUTION IN THERMOTHERAPY
Registration Number:	3755862	REGEAR DIATHERMY
Registration Number:	3768378	REBOUND

CORRESPONDENCE DATA

Fax Number: 8169838080
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 816-983-8000
 Email: patricia.toalson@huschblackwell.com
 Correspondent Name: Patricia Toalson

OP \$190.00 3636506

Address Line 1: 4801 Main Street, Suite 1000
Address Line 2: Husch Blackwell LLP
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER: 511723.006

NAME OF SUBMITTER: Patricia Toalson

Signature: /Patricia Toalson/

Date: 09/19/2012

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of August 24, 2012, is made by **REGEAR LIFE SCIENCES, INC.**, a Delaware corporation ("**Grantor**"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION** ("**GE Capital**"), as agent (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") for the Lenders (as defined in the Loan Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of August 24, 2012, (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Grantor, the other Loan Parties (as defined therein) thereto, the lenders from time to time party thereto (the "**Lenders**") and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Grantor under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "**Intellectual Property Collateral**"):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its Patent Cooperation Treaty ("PCT") patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more

fully set forth in the Loan Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

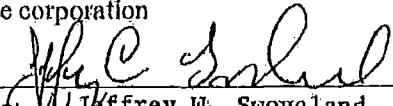
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

REGEAR LIFE SCIENCES, INC., a
Delaware corporation

By: 
Name: Jeffrey W. Swoveland
Title: President and CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

SIGNATURE PAGE

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

REGEAR LIFE SCIENCES, INC., a
Delaware corporation

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: RICHARD WHITELY
Title: Its Duly Authorized Signatory

SIGNATURE PAGE

Acknowledgment of Grantor

STATE OF Pennsylvania
COUNTY OF Allegheny } ^{SS}

On this 16th day of June, 2012 before me personally appeared Jeffrey Swovetanz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ReGear Life Sciences, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Diane Stockey
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Diane E. Stockey, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires March 1, 2013
Member, Pennsylvania Association of Notaries

SIGNATURE PAGE

TRADEMARK
REEL: 004863 FRAME: 0651

**Schedule 1
to
Intellectual Property Security Agreement**

Copyrights

None.

**Schedule 2
to
Intellectual Property Security Agreement**

Trademarks

Mark/Serial Number/Registration	Country	Class	Status
Number/Application			
ReGear Registration #: 3636506 s/n: 77461653 reg date: 6/9/09	US	Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials	registered
ReGear Life Sciences Registration #: 3648559 s/n: 77461666 reg date: 6/30/09	US	Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials	registered
ReGenerator Registration #: 3741751 s/n: 77625433 reg date: 1/26/10	US	Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials	registered

Where there's heat, there's healing Registration #: 3758917 s/n: 77625493 reg date: 3/9/10	US	Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials	registered
The Revolution in Thermotherapy Registration #: 3758916 s/n: 77625459 reg date: 3/9/10	US	Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials	registered
ReGear Diathermy Registration #: 3755862 s/n: 77625447 reg date: 3/2/10	US	Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials	Registered
ReBound Registration #: 3768378 s/n: 77506494 reg date: 3/30/10	US	Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials	Registered

SCHEDULE 3

IP Security Agreement

TRADEMARK
REEL: 004863 FRAME: 0654

**Schedule 3
to
Intellectual Property Security Agreement**

US Patents

Application/ Publication/ Patent Nos.	Application/ Publication/ Patent Dates	Status	Title
U.S. patent application no. 13/429,565	filed Mar. 26, 2012	Application pending.	COUPLING METHOD FOR RESONANT DIATHERMY AND OTHER BIO-TISSUE HEATING APPLICATORS.
U.S. patent application no. 12/796,778	filed Mar. 26, 2012	Application pending.	SHIELDED DIATHERMY APPLICATOR WITH AUTOMATIC TUNING AND LOW INCIDENTAL RADIATION
U.S. patent no. 6,853,865	filed Sept. 4, 2002, issued Feb. 8, 2005	Owned.	APPARATUS FOR RF DIATHERMY TREATMENT
U.S. patent no. 7,979,139	filed July 8, 2006, issued July 12, 2011	Owned	RADIO FREQUENCY DIATHERMY APPLICATION SYSTEM AND DEVICE
U.S. patent no. 6,094,599	filed Mar. 24, 1998, issued July 25, 2000	Licensed	RF DIATHERMY AND FARADIC MUSCLE STIMULATION TREATMENT
U.S. patent no. 6,735,481	filed July 14, 2000, issued May 11, 2004	Licensed.	RF DIATHERMY AND FARADIC MUSCLE STIMULATION TREATMENT
U.S. patent no. 7,953,500	filed Feb. 8, 2000, issued May 31, 2011	Licensed.	RF DIATHERMY AND FARADIC MUSCLE STIMULATION TREATMENT

SCHEDULE 3

IP Security Agreement

**TRADEMARK
REEL: 004863 FRAME: 0655**

**Schedule 4
to
Intellectual Property Security Agreement**

PCT Patents

Application/ Publication/ Patent Nos.	Application/ Publication/ Patent Dates	Status	Title

SCHEDULE 4

IP Security Agreement

**TRADEMARK
REEL: 004863 FRAME: 0656**

**Schedule 5
to
Intellectual Property Security Agreement**

PCT Patent Applications

Application/ Publication/ Patent Nos.	Application/ Publication/ Patent Dates	Status	Title
PCT patent application no. PCT/US05/43960	filed December 2, 2005	Application pending.	Radio Frequency Diathermy Application System and Device

**Schedule 6
to
Intellectual Property Security Agreement**

Non-US Patents and Patent Applications

Application/ Publication/ Patent Nos.	Application/ Publication/ Patent Dates	Status	Title	Country
Application No. 2,497,549	filed September 2, 2003	Application pending.	Apparatus for RF Diathermy	Canada
Application No. 03794612.6	filed September 2, 2003	Application pending.	Apparatus for RF Diathermy	European Union
Application No. 2004-534552	filed September 2, 2003	Abandoned.	Apparatus for RF Diathermy	Japan
Patent no. 264019	issued January 22, 2009	Owned.	Apparatus for RF Diathermy	Mexico