

## 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
Ortho Seating, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Faunus Group International, Inc.		
Street Address:	80 Broad Street		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1437344	ERGO-EASE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	Eighth Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	123766-01008		
NAME OF SUBMITTER:	Timothy D. Pecsénye		

Signature:	/Timothy D. Pecsénye/
Date:	04/04/2013
<b>Total Attachments: 8</b> source=IP Agreement - Faunus-Ortho#page1.tif source=IP Agreement - Faunus-Ortho#page2.tif source=IP Agreement - Faunus-Ortho#page3.tif source=IP Agreement - Faunus-Ortho#page4.tif source=IP Agreement - Faunus-Ortho#page5.tif source=IP Agreement - Faunus-Ortho#page6.tif source=IP Agreement - Faunus-Ortho#page7.tif source=IP Agreement - Faunus-Ortho#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 30th day of January, 2013 by ORTHO SEATING, LLC (the "Grantor") in favor of FAUNUS GROUP INTERNATIONAL, INC. ("FGI").

### WITNESSETH

WHEREAS, Grantor and certain of its affiliates (together with Grantor, the "Companies") and FGI are parties to a certain Sale of Accounts and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Transaction Agreement") providing for the extensions of credit to be made to Companies by FGI;

WHEREAS, Grantor has granted to FGI a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Companies (including Grantor) under the Transaction Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Transaction Agreement. The Transaction Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Transaction Agreement.

2. Grant of Security Interests. To secure the payment and performance of all indebtedness and obligations of the Companies to FGI (including the Obligations), Grantor hereby grants to FGI a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Copyright; 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 patent, or (b) injury to the goodwill associated with any trademark.

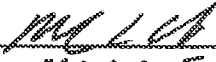
3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor.

4. Applicable Law. THIS AGREEMENT, AND ALL MATERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK. Any judicial proceeding brought by FGI with respect to this Agreement or any related agreement may be brought in the courts of the State of New York or the United States District Court for the Southern District of New York located in Manhattan, New York, New York, and, by execution and delivery of this Agreement, Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Grantor at its address set forth in Section 12 of the Transaction Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of FGI to bring proceedings against Grantor in the courts of any other jurisdiction. Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Grantor waives the right to remove any judicial proceeding brought against Grantor in any state court to any federal court.

[SIGNATURE PAGE FOLLOWS]

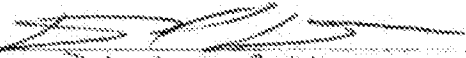
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ORTHO SEATING, LLC

By:   
Name: MARK E. LOVAT  
Title: MANAGER

Agreed and accepted as of the date first written above.

FAUNUS GROUP INTERNATIONAL, INC.,  
as Agent

By:   
Name: DAVID DIPIERO  
Title: CEO

[SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARKS

TRADEMARK	APPLICATION/ SERIAL NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
ERGO-EASE	USA	73/602,807	06/06/1986	1,437,344

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Illinois : SS  
COUNTY OF Cook :

On this 7<sup>th</sup> of December, 2012, before me personally appeared Mark E. Levin to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of ORTHO SEATING, LLC; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Maureen A. Drews

Notary Public  
My Commission Expires:



[ACKNOWLEDGMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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TRADEMARK  
REEL: 004998 FRAME: 0630

## POWER OF ATTORNEY

January \_\_\_\_\_, 2013

ORTHO SEATING, LLC (the "Grantor"), hereby authorizes FAUNUS GROUP INTERNATIONAL, INC., its successors and assigns, and any officer or agent thereof (collectively, "FGI"), under the Sale of Accounts and Security Agreement among FGI and Grantor and certain of its affiliates dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Transaction Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Transaction Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for FGI to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and FGI dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate FGI to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Transaction Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Transaction Agreement and the other transaction documents executed in connection therewith.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURE PAGE FOLLOWS]



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

ORTHO SEATING, LLC

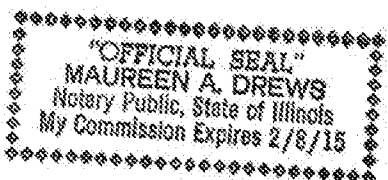
By: *M. C. M.*  
Name: *Michael F. M...*  
Title: *Manager*

[SIGNATURE PAGE TO POWER OF ATTORNEY  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Illinois : SS  
COUNTY OF Cook :

On this 7th of December, 2012, before me personally appeared Mark G. Lent to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of ORTHO SEATING, LLC; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Maureen A. Drews  
Notary Public  
My Commission Expires: 2/8/15

[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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