TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299237

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Roscoe Medical, Inc.		03/26/2014	CORPORATION: DELAWARE
Roscoe Acquisition Sub, LLC		03/26/2014	LIMITED LIABILITY COMPANY: DELAWARE
Apex Medical Corporation		03/26/2014	CORPORATION: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 North Wacker Drive, Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	3768425	SAFE LOCK
Registration Number:	3562214	SOFT GRIP
Registration Number:	3547251	EXPLORER
Registration Number:	3547252	UNI-CRUTCH
Registration Number:	3547253	THERMATHERAPY
Registration Number:	3596711	STEP N REST
Registration Number:	3190345	DUAL-TEMP
Registration Number:	3084002	KIDDIE KOLD PAK
Registration Number:	3074922	KIDDIE KOLD PAK
Registration Number:	3349254	CAREX CARING FOR YOU
Registration Number:	3146200	CARING FOR YOU
Registration Number:	3121364	ULTRA BUBBLE-LOK
Registration Number:	2666240	CAREX
Registration Number:	2683055	PILL GRIP
Registration Number:	2326102	BEST CARE
Registration Number:	2396943	VITASYSTEMS
Registration Number:	2144591	APEX

CH $1365.00 3768425

Property Type	Number	Word Mark
Registration Number:	2073137	THERA-MED
Registration Number:	1936367	BED BUDDY
Registration Number:	1674129	CAREX
Registration Number:	4209032	THERMIPAQ
Registration Number:	4141955	THERMIPAQ
Registration Number:	3829610	CONTROL YOUR PAIN
Registration Number:	4023316	CLAYRX
Registration Number:	2989003	THERMIPAQ
Registration Number:	2794632	THERMIBEADS
Registration Number:	3170491	RISEDALE
Registration Number:	2606155	UPLIFT SEAT ASSIST
Registration Number:	4376580	COMBOCARE
Registration Number:	4376581	SOUNDCARE PLUS
Registration Number:	4480041	QUATTRO II
Registration Number:	4493248	ROSCOE MEDICAL
Registration Number:	4160531	US 1000
Registration Number:	4354597	TENS 2 GO
Registration Number:	4134481	TENS 3000
Registration Number:	4134482	TENS 7000
Registration Number:	3905354	FUEGO
Registration Number:	3990681	SUB ZERO
Registration Number:	3917801	RELIEF WRAP
Registration Number:	3986391	ELECTRELIEF
Registration Number:	3982139	INTENSITY
Registration Number:	3500865	BANTEX
Registration Number:	3384840	AMERICAN BANTEX
Registration Number:	2959015	TWIN STIM
Registration Number:	3254752	VA VALUEADVANTAGE
Registration Number:	3972406	REVOLUTION MOBILITY FREEDOM IN MOTION
Registration Number:	3972407	REVOLUTION MOBILITY
Registration Number:	4387026	VIVERITY
Serial Number:	85449837	BETTER LIVING.
Serial Number:	85805481	NUVITA
Serial Number:	85815844	BE YOUR OWN BEAUTY EXPERT
Serial Number:	86110658	ULTRATENS
Serial Number:	86041370	QUATTRO
Serial Number:	85926210	TENS CELL

CORRESPONDENCE DATA

Fax Number: 3125774565

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

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342663-66
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	03/26/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 26th day of March, 2014, by and among Roscoe Medical, Inc., a Delaware corporation, Roscoe Acquisition Sub, LLC, a Delaware limited liability company, and Apex Medical Corporation, a South Dakota corporation (individually each a "Grantor" and collectively, the "Grantors"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantors, one or more of their affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of March 26, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantors (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of March 26, 2014, among Grantors, one or more of their affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), each Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral 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 Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in such 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 listed on Schedule 1 annexed hereto, 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

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

[Signature page follows]

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

ROSCOE MEDICAL, INC.

By _____
Name: Paul Guth
Title: Chief Executive Officer and President

ROSCOE ACQUISITION SUB, LLC

By _____
Name: Paul Guth
Title: Chief Executive Officer and President

APEX MEDICAL CORPORATION

By _____
Name: Paul Guth
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By _____
Name: Milan Patel
Title: Duly Authorized Signatory

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Owner	Registration or Application Number
SAFE LOCK	Apex Medical Corporation	3,768,425
SOFT GRIP	Apex Medical Corporation	3,562,214
EXPLORER	Apex Medical Corporation	3,547,251
UNI-CRUTCH	Apex Medical Corporation	3,547,252
THERMATHERAPY	Apex Medical Corporation	3,547,253
STEP n REST	Apex Medical Corporation	3,596,711
DUAL-TEMP	Apex Medical Corporation	3,190,345
Kiddie Kold Pak	Apex Medical Corporation	3,084,002
KIDDIE KOLD PAK	Apex Medical Corporation	3,074,922
Carex caring for you	Apex Medical Corporation	3,349,254
CARING FOR YOU	Apex Medical Corporation	3,146,200
ULTRA BUBBLE-LOK	Apex Medical Corporation	3,121,364
CAREX	Apex Medical Corporation	2,666,240
Pill Grip	Apex Medical Corporation	2,683,055
BEST CARE	Apex Medical Corporation	2,326,102
VITASYSTEMS	Apex Medical Corporation	2,396,943
Apex	Apex Medical Corporation	2,144,591
THERA-MED	Apex Medical Corporation	2,073,137
BED BUDDY	Apex Medical Corporation	1,936,367
CAREX	Apex Medical Corporation	1,674,129
	Apex Medical Corporation*	4,209,032
THERMIPAQ	Apex Medical Corporation*	4,141,955
CONTROL YOUR PAIN	Apex Medical Corporation*	3,829,610
CLAYRX	Apex Medical Corporation*	4,023,316
THERMIPAQ	Apex Medical Corporation*	2,989,003
THERMIBEADS	Apex Medical Corporation*	2,794,632
RISEDALE	Carex Health Brands Canada Inc.	3,170,491
UPLIFT SEAT ASSIST	Carex Health Brands Canada Inc.	2,606,155
ULTRATENS	Roscoe Medical, Inc.	86110658
QUATTRO	Roscoe Medical, Inc.	86041370

Mark	Owner	Registration or Application Number
TENS CELL	Roscoe Medical, Inc.	85926210
COMBOCARE	Roscoe Medical, Inc.	4,376,580
SOUNDCARE PLUS	Roscoe Medical, Inc.	4,376,581
QUATTRO II	Roscoe Medical, Inc.	~~4,448,041~~ 4480041
BE YOUR OWN BEAUTY EXPERT	Roscoe Medical, Inc.	85815844
NUVITA	Roscoe Medical, Inc.	85805481
ROSCOE MEDICAL	Roscoe Medical, Inc.	4,493,248
BETTER LIVING	Roscoe Medical, Inc.	85449837
US 1000	Roscoe Medical, Inc.	4,160,531
TENS 2 GO	Roscoe Medical, Inc.	4,354,597
TENS 3000	Roscoe Medical, Inc.	4,134,481
TENS 7000	Roscoe Medical, Inc.	4,134,482
FUEGO	Roscoe Medical, Inc.	3,905,354
SUB ZERO	Roscoe Medical, Inc.	3,990,681
RELIEF WRAP	Roscoe Medical, Inc.	3,917,801
ELECTRELIEF	Roscoe Medical, Inc.	3,986,391
INTENSITY	Roscoe Medical, Inc.	3,982,139
BANTEX	Roscoe Medical, Inc.	3,500,865
AMERICAN BANTEX	Roscoe Medical, Inc.	3,384,840
TWIN STIM	Roscoe Medical, Inc.	2,959,015
VA VALUEADVANTAGE	BZ Holdings, Inc.[1]	3,254,752
REVOLUTION MOBILITY FREEDOM IN MOTION (and Design)	Roscoe Acquisition Sub, LLC[2]	3,972,406
REVOLUTION MOBILITY	Roscoe Acquisition Sub, LLC[3]	3,972,407
VIVERITY	Roscoe Acquisition Sub, LLC[4]	4,387,026

* = Currently registered to predecessor Thermionics, Inc. (a/k/a Thermionics Corporation)

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1 USPTO assignment register reflects 12/15/2005 change of name from Roscoe Medical, Inc. to BZ Holdings, Inc. (Reel/Frame: 3432/0108 Recorded: 11/21/2006)

2 This trademark is currently registered under the name "Roscoe Acquisition Subsidiary, LLC." Title will be updated to Roscoe Acquisition Sub, LLC post-closing.

3 This trademark is currently registered under the name "Roscoe Acquisition Subsidiary, LLC." Title will be updated to Roscoe Acquisition Sub, LLC post-closing.

4 his trademark is currently registered under the name "Roscoe Acquisition Subsidiary, LLC." Title will be updated to Roscoe Acquisition Sub, LLC post-closing.