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07-25-2003

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

7-25-03



Tab settings

To the Honorable Commissioner of Pa.

102507979

Attached original documents or copy thereof.

1. Name of conveying party(ies):
ROYCE MEDICAL COMPANY

7-25-03

2. Name and address of receiving party(ies)

Name Antares Capital Corporation, as Agent

Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 311 South Wacker Drive, Ste. 6400

City: Chicago State: IL ZIP: 60606

Execution Date: July 11, 2003

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application _____

A. Patent Application No.(s)
- SEE THE ATTACHED -

B. Patent No.(s)
- SEE THE ATTACHED -

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rebecca L. Foley

Internal Address: Katten Muchin Zavis Rosenman

Street Address: 525 West Monroe Street

Suite 1600

City: Chicago State: IL ZIP: 60661

6. Total number of applications and patents involved:

52

7. Total fee (37 CFR 3.41) \$ 2,080.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/28/2003 6TON11 00000056 4844094

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true the original document.

Rebecca L. Foley

Name of Person

Rebecca L. Foley

Signature

July 23, 2003

Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

Granted Patents:

DOCKET #	DESCRIPTION	COUNTRY	PATENT #	Date Granted
US				
000-073	Ankle Brace	US	4,844,094	1989
000-023	A Soft-Goods Type Formable Orthopedic Cast	US	4,852,557	1989
000-012	Orthopedic Gel Pad Method and Apparatus	US	4,913,755	1990
000-031	A Soft-Goods Type Formable Orthopedic Cast(cont'd)	US	4,928,678	1990
000-034	Cruciate Ligament Leg Brace	US	4,953,543	1990
000-018	Variable Support Ankle Brace	US	4,977,891	1990
000-043	Back Support	US	4,993,409	1991
000-030	A Soft-Goods Type Formable Orthopedic Cast	US	4,996,979	1991
000-027	Orthopedic Support Aparatus	US	5,027,801	1991
000-154	Orthopaedic Gel Pad Assembly	US	RE35,113	1995
000-015	Adjustable Wrist and Hand Splint	US	5,058,576	1991
000-039	Simplified Orthopaedic Back Support	US	5,062,414	1991
000-133	Simplified Orthopaedic Back Support (re-issue 000-039)	US	RE34,883	1995
000-041	Removable Leg Walker	US	5,078,128	1992
000-068	Gel and Air Cushion Ankle Brace	US	5,088,478	1992
000-114	Gel and Air Cushion Ankle Brace(re-issue)	US	RE34,661	1994
000-079	Ankle Brace with Adjustable Shoelace Attachment	US	5,092,319	1992
000-124	Footgear with Pressure Relief Zones	US	5,329,705	1994
000-126	Formed Resilient Orthopaedic Support	US	5,334,135	1994
000-085	Pneumatic Ankle Brace with Bladder and Pump Arrangement	US	5,348,530	1994
000-098	Orthopaedic Support Pad and Method for Providing Semi-Permanent Relief Zones	US	5,378,223	1995
000-122	Soft-goods type, Custom "Insitu" Formable Back Support	US	5,437,614	1995
000-106	Flexible Ankle Brace	US	5,445,602	1995
000-150	Walker with Open Heel	US	5,464,385	1995
000-164	Custom Formable Knee Brace	US	5,554,104	1996
000-202	Back Support Assembly Having an Inflatable Air Cushion	US	5,628,721	1997
000-166	Custom in Situ Formable Brace	US	5,632,723	1997
000-153	Formed Resilient Orthopaedic Device	US	5,695,452	1997
000-167	Unitary Orthopaedic Brace	US	5,713,837	1998
000-174	Ankle Brace with Adjustable Heel Strap	US	5,716,335	1998
000-148	Footgear with Pressure Relief Zones CIP of 93-214	US	5,761,834	1998
000-182	Versatile Orthopedic or Post-Operative Footgear having Removable Toe Piece	US	5,778,565	1998
000-123	Resilient Orthopaedic Support with Independent Stretchable Layers	US	5,823,981	1998
000-243	Ankle Brace with Adjustable Heel Strap	US	5,951,504	1999
000-268	Tractable Orthopaedic Splint or Support	US	6,007,505	1999
000-249	Orthopedic Devices with Plastic Injection Molded into Fabric	US	6,024,712	2000
000-223	Orthopaedic Support with Hardenable Double Knit type Material	US	6,139,513	2000
000-269	Hardenable Orthopaedic Support with Improved Configuration	US	6,186,966	2001
000-315	Orthopaedic Casting Blank	US	D452,325	2001
000-280	Water Hardenable Compositions for Splints and Braces	US	6,461,317	2002
000-314	Sealed Edge Orthopaedic Casting Technique	US	6,482,167	2002
000-341	Design Patent: Resilient Orthopaedic Walker	US	D473,654	2003
FOREIGN				
000-023	A Soft-Goods Type Formable Orthopedic Cast	Australia	616,143	1992
000-023	A Soft-Goods Type Formable Orthopedic Cast	Canada	1303927	1992
000-023	A Soft-Goods Type Formable Orthopedic Cast	Spain	2011582	1989
000-023	A Soft-Goods Type Formable Orthopedic Cast	Japan	2,568,446	1996
000-023	A Soft-Goods Type Formable Orthopedic Cast	Germany	68918938.9	1994
000-023	A Soft-Goods Type Formable Orthopedic Cast	United Kingdom	0417213	1994
000-034	Cruciate Ligament Leg Brace	Spain	2015441	1989
000-126	Formed Resilient Orthopaedic Support	Germany	69330528	2001
000-126	Formed Resilient Orthopaedic Support	Spain	2159298	2001
000-126	Formed Resilient Orthopaedic Support	France	0690703	2001
000-126	Formed Resilient Orthopaedic Support	United Kingdom	0690703	2001
000-126	Formed Resilient Orthopaedic Support	Italy	0690703	2001
000-148	Footgear with Pressure Relief Zones CIP of 93-214	Germany	69430733.5	2002
000-148	Footgear with Pressure Relief Zones CIP of 93-214	EPO	0686005	2002
000-148	Footgear with Pressure Relief Zones CIP of 93-214	Spain	0686005	2002
000-148	Footgear with Pressure Relief Zones CIP of 93-214	France	0686005	2002
000-148	Footgear with Pressure Relief Zones CIP of 93-214	United Kingdom	0686005	2002
000-148	Footgear with Pressure Relief Zones CIP of 93-214	Italy	0686005	2002
000-167	Unitary Orthopaedic Brace	Australia	703726	1996
000-167	Unitary Orthopaedic Brace	Canada	2241722	2002

000-213	Comfortable Orthopedic Support and the Method of Making the same	Australia	739674	2002
000-213	Comfortable Orthopedic Support and the Method of Making the same	Europe	1006960	2003
000-269	Hardenable Orthopaedic Support with Improved Configuration	Australia	42221/99	1999

U.S. Patent Applications

TITLE	SERIAL NUMBER	FILING DATE
Injection Molded Orthopaedic Softgoods	09/504,980	02/15/2000
Molded Orthopaedic Devices	09/704,364	11/02/2000
Double-Knit Casting Material with Fold Line	10/419,307	04/18/2003
Reissue of Patent No. 5,761,834	09/592,462	06/09/2000
Comfortable Orthopaedic Support and Method of Making Same	09/857,396	05/31/2001
Heat Moldable Kelly DH Pad	10/237,490	09/09/2002
Utility Patent: Versatile Orthopaedic Walker	10/201,124	07/23/2002
Hardenable Orthopaedic Supports (Structure and UBL)	10/136,026	04/29/2002
Hardenable Orthopaedic Supports (Shape)	10/136,458	04/29/2002
Hardenable Orthopaedic Supports (Method of Manufacturing)	10/136,023	04/29/2002

Doc #:CHI01 (207170-00135) 50128835v1:07/23/2003:Time:10:47

PATENT SECURITY AGREEMENT

WHEREAS, Royce Medical Company, a Delaware corporation as successor by merger with Royce Medical Company, a California corporation (“**Grantor**”), owns the Patent, Patent registrations, and Patent applications listed on **Schedule 1** annexed hereto, and is a party to the Patent licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of July 11, 2003 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Credit Agreement**”), with Antares Capital Corporation, as agent (“**Agent**”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “**Lenders**”), and such Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between Borrower and Agent (in such capacity, “**Grantee**”), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Patent registrations, Patent applications and Patent licenses, together with the goodwill of the business symbolized by Grantor’s Patents, and all proceeds thereof, to secure the payment of the “**Liabilities**” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether presently existing or hereafter created or acquired:

- (1) each Patent, Patent registration and Patent application, including, without limitation, the Patents, Patent registrations (together with any reissues, continuations or extensions thereof) and Patent applications referred to in **Schedule 1** annexed hereto, all patentable inventions and all inventions and improvements described and claimed thereon and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, Patent registration and Patent application;
- (2) each Patent license and all of the goodwill of the business connected with the use of, and symbolized by, each Patent license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent or Patent registration including, without limitation, the Patents and Patent registrations referred to in **Schedule 1** annexed hereto, the Patent registrations issued with respect to the Patent applications referred in **Schedule 1** and the Patents licensed under any Patent license, or (b) injury to the goodwill associated with any Patent, Patent registration or Patent licensed under any Patent license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally left blank]

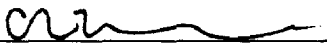
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on this 11th day of July, 2003.

ROYCE MEDICAL COMPANY, a
Delaware corporation

By: 
Name: Jonathan A. Stein
Title: Vice President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Chester R. Zara
Title: Director

ACKNOWLEDGMENT

STATE OF NY)
COUNTY OF NY)ss.

On the 11th day of July, 2003, before me personally appeared Jonathan Stein, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he/she is Vice President of Boyer Acquisition Delaware corporation, described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

{Seal}

My commission expires:

3/4/04

WINNIE LEE
Notary Public, State of New York
No. 01LE5056490
Qualified in New York County
Commission Expires 03/04/2004