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Form PTO-1595 08 - 22 - 20	T U.S. DEPARTMENT OF COMMERCE
(Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇔ ⇔ ♥	U.S. Patent and Trademark Office
Tab settings ⇔ ⇔ ▼	95 <u> </u>
Tab settings ⇒ ⇒ ▼ To the Honorable Commission 1025323	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies):	Name and address of receiving party(ies)
F.A. Products, L.P. 8 - 22 - 63	Name: _The CIT Group/Business Credit, Inc.
0,22-05	Internal Address:
	memai Address.
Additional name(s) of conveying party(ies) attached? Yes Vo	
3. Nature of conveyance:	
Assignment Merger	
Security Agreement Change of Name	Street Address: 10 S. LaSalle St., Suite 2200
Other	
	City: Chicago State: IL Zip: 60603
02/02/01 Execution Date:	Additional name(s) & address(es) attached? Yes V No
4. Application number(s) or patent number(s):	- Leave Land
If this document is being filed together with a new appli	cation, the execution date of the application is:
A. Patent Application No.(s) 94098597	B. Patent No.(s) Please See
	Attached Exhibit A
Additional numbers att	
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved:
concerning document should be mailed:	
Name:The CIT Group/Business Credit, Inc.	7. Total fee (37 CFR 3.41)\$ 120.00
Internal Address:	Enclosed
- Return•Td 5 4 3 5 Z	Authorized to be charged to deposit account
- National Corporate Research, LTD	8. Deposit account number:
s 225 W. 34th St., Suite 910	
New York, N.Y. 10122	
- (800) 221-0102 (212) 947-7200 ·	
C	
•	THIS SDACE
9. Signature.	THIS SPACE
9. Olymature.	. i
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Erica Hansen	08/19/02
Name of Person Signing	প্রিক্রার্থনার Signature Date
	er sheet, attachments, and documents: 111
Mail documents to be recorded with Commissioner of Patents &	n required cover sheet information to: Trademarks, Box Assignments n, D.C. 20231

EXHIBIT A Registered Patents

F.A. Products, L.P.

Patent	Number	Country
Continuous Ultrasonic Perforating Device	4,747,895	United States
Continuous Ultrasonic Perforating Device	1,253,431	Canada
Continuous Ultrasonic Perforating Device	P 36 40 244.3	Germany
Continuous Ultrasonic Perforating Device	GB 2 194 193 A	Great Britain
Continuous Ultrasonic Perforating Device	2602992	France
Continuous Ultrasonic Perforating Device	IT1199775	Italy
Lip Form Bandage Package	D383,676	United States
Taping Device	4,747,893	United States

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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of February 2, 2001 (this "Agreement"), is made by F.A. Products, L.P., a Delaware limited partnership (the "Company"), in favor of The CIT Group/Business Credit, Inc., a New York corporation, as agent (in such capacity, the "Agent") for the Lenders referred to below.

PRELIMINARY STATEMENTS:

- 1. The Company and certain of its affiliates, as borrowers (collectively, the "Borrowers"), the financial institutions party thereto, as lenders (collectively, the "Lenders"), and the Agent are parties to the Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), under which the Lenders have agreed, on certain terms and subject to certain conditions, to provide revolving and term credit facilities to the Borrowers.
- 2. Under the Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Borrowers, as grantors, and the Agent, the Company has granted the Agent a security interest in substantially all of its assets.
- 3. It is a condition precedent to the credit advances under the Credit Agreement that the Company execute this Agreement in favor of the Agent.

AGREEMENT:

In consideration of the premises and the mutual agreements contained in this Agreement, the Company and the Agent agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Agreement and not otherwise defined have the meanings assigned to such terms in the Credit Agreement.
- 2. Grant of Security Interest. To secure its Obligations under the Credit Agreement and the other Credit Documents, the Company mortgages and pledges to the Agent and grants the Agent a security interest in all of the Company's right, title and interest in, to and under each patent listed on the attached Exhibit A, each patent application and patent license listed on the attached Exhibit B, including, without limitation, all proceeds of such patents, patent applications and patent licenses (including, without limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding to such patents, patent applications and patent licenses throughout the world and all re-issues, divisions, continuations, extensions and continuations-in-part of such patents, patent applications and extensions of patent licenses (collectively, the "Patents"). Until an Event of Default occurs, the Company retains its rights in the Patents and may use and possess the Patents until such time.
- 3. Representations and Warranties. The Company represents and warrants that, as of the date of this Agreement, (i) the Patents listed on Exhibit A include all of the patents now owned by the Company, (ii) the patent licenses listed on Exhibit B include all of the patent licenses under which the Company is the licensee or licensor and (iii) no Liens in such Patents have been granted by the Company to any Person or asserted by any Person against the Company except for Liens permitted under Section 8.1 of the Credit Agreement (it being understood that failure by the Company to own any patent listed on Exhibit A will not be a breach of this representation and warranty unless such breach has a materially adverse effect on the value of such assets taken as a whole).
- 4. New Patents. If, prior to the termination of this Agreement, the Company (i) obtains rights to any new Patents, (ii) becomes entitled to the benefit of any Patents, as licensee or licensor or (iii) enters into any new patent license, the provisions of Section 2 automatically apply thereto. The Company will give

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to the Agent written notice of events described in <u>clauses (i)-(iii)</u> above promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Company agrees that the Agent may modify this Agreement by amending <u>Exhibit A</u> or <u>B</u> to include any future Patents and may file with the United States Patent and Trademark Office or any equivalent office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on <u>Exhibit A</u> or <u>B</u> thereto, as the case may be, for such future Patents.

- 5. Remedies. The Company and the Agent further acknowledge and affirm that the rights and remedies of the Agent after the occurrence of an Event of Default with respect to the assignment of and security interest in the Patents made and granted by this Agreement are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated in this Agreement by reference.
- 6. <u>Termination</u>. Following the termination of the Credit Agreement in accordance with its terms, upon the request (and at the expense) of the Company, the Patents and any and all financing statements filed on behalf of the Agent will be reassigned to the Company or terminated, and the Agent will execute such instruments as may be reasonably requested to evidence such reassignment or termination in accordance with the terms set forth in the Credit Agreement.

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IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

F.A. PRODUCTS, L.P.

By:

FIRST AID PRODUCTS, INC.,

its general partner

Title

Title!

THE CIT GROUP/BUSINESS CREDIT, INC., as Agent

Title: Viva Presiden

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STATE OF: MA)	
COUNTY OF: ESSEX)	
	2.0	

The foregoing Patent Security Agreement was acknowledged before me this day of January, 2001, by LOSON, the C. C. O. of F.A. Products, L.P., on behalf of such corporation.

Notary Public

My commission expires: Son. 5, 2007

State of Illinois) SS
County of Cook)

The foregoing Patent Security Agreement was acknowledged before me this 2nd day of February, 2001, by Jerome P. Sepich, the Vice President of The CIT Group/Business Credit, Inc., on behalf of such association.

Notary Public

"OFFICIAL SEAL"

MARIAN J. WALLIS

Notary Public, State of Illinois

My Commission Expires 08/11/01

EXHIBIT B Patents Pending

Patent Application Number Country
Continuous Ultrasonic Perforating Device 94098597 Japan (pending)

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EXHIBIT C
Patents Licenses

None.

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RECORDED: 08/22/2003