

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Medical Technology, Inc.	02/10/2009

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	75 East Trimble Road
Internal Address:	M/C 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	10396031
Application Number:	10737396
Application Number:	10774657
Application Number:	09745313
Patent Number:	4463751
Patent Number:	4817588
Patent Number:	4834073
Patent Number:	4955369
Patent Number:	7166083
Patent Number:	7418755
Patent Number:	7117569
Patent Number:	0131323
Patent Number:	0174459

CORRESPONDENCE DATA

PATENT

500795103

REEL: 022331 FRAME: 0136

CH \$520.00 10396031

Fax Number: (858)638-5033

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Correspondent Name: DLA PIPER LLP (US)

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ATTORNEY DOCKET NUMBER:

329034-425

NAME OF SUBMITTER:

Troy Zander

Total Attachments: 5

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 10, 2009 by and between COMERICA BANK ("Bank") and MEDICAL TECHNOLOGY, INC., a Texas corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor and the other parties thereto dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2601 Pinewood Drive  
Grand Prairie, Texas 75051  
Attn: James Hall, Chief Financial Officer

GRANTOR:

MEDICAL TECHNOLOGY, INC.

By: 

Title: Chief Executive Officer

BANK:

COMERICA BANK

By: 

Title: SVP

Address of Bank:

75 East Trimble Road, M/C 4770  
San Jose, California 95131  
Attn: Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Medlinx connexion computer program	TXu000771669	12/5/96
Vitamins and minerals—hazardous to your health? : a study of the perils of excess vitamin and mineral usage	TXu000449572	12/13/90

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**EXHIBIT B**

**Patents**

<b><u>Description</u></b>	<b><u>Patent/App. No.</u></b>	<b><u>File Date</u></b>
Walking boot for diabetic and other patients	10396031	3/25/03
Boot for treatment of plantar fasciitis	10737396	12/15/03
Muscle powered dynamic knee brace	10774657	2/5/04
Stablizing knee hinge	4463751	8/7/84
Motion restraining knee brace	4817588	4/4/89
Passive motion exerciser	4834073	5/30/89
Dynamically shiftable counter shear force knee brace	4955369	9/11/90
Knee-ankle-foot positioning kit	7166083	1/23/07
Walking boot for diabetic and other patients	7418755	9/2/08
Adjustable ratchet buckle fastener	7117569	10/10/06
Walking boot for diabetic and other patients	09745313	12/21/00
Knee-ankle foot positioning kit	131323	6/16/05
Adjustable ratchet buckle fastener	174459	8/10/06

**EXHIBIT C**

**Trademarks**

<b><u>Description</u></b>	<b><u>Serial/Registration No.</u></b>	<b><u>File Date</u></b>
ARC-XR	78925937	7/10/06
ARC	78925922	7/10/06
ProGait	78925911	7/10/06
VOLARE	77617817	11/19/08

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