### PATENT ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Apex Medical Corporation	04/16/2009

#### **RECEIVING PARTY DATA**

Name:	GE Business Financial Services Inc., as Administrative Agent	
Street Address:	500 W Monroe	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60661	

#### PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	D479051
Patent Number:	D414638
Patent Number:	D411343

#### **CORRESPONDENCE DATA**

Fax Number: (312)577-4565

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

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ATTORNEY DOCKET NUMBER: 332659-61

NAME OF SUBMITTER: Kristin Brozovic

Total Attachments: 4

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PATENT REEL: 022552 FRAME: 0505

#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 16<sup>th</sup> day of April, 2009, by Apex Medical Corporation, a South Dakota corporation ("Grantor") in favor of GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

#### WITNESSETH

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Amended and Restated Credit Agreement dated as of February 25, 2009 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Borrower Security Agreement dated as of May 4, 2007 between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in certain 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), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

- 1. <u>Incorporation of Credit Agreement and Security Agreement</u>. The Credit Agreement and Security 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 Security Agreement.
- 2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:
  - (i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and
  - (ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

PATENT REEL: 022552 FRAME: 0506 IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

APEX MEDICAL CORPORATION, a South Dakota corporation

By:

Its:

Admin

Patent Security Agreement - Apex

PAILNI

**REEL: 022552 FRAME: 0507** 

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.

(formerly known as Merrill Lynch Business

Financial Services Inc.), as Administrative Agent

Its: Duly Authorized Signatory

Patricia Weitzman Duly Authorized Signatory

Patent Security Agreement - Apex

PATENT REEL: 022552 FRAME: 0508

# **SCHEDULE 1**

# **PATENTS**

Patent	Patent No./ Publication Number	Application No.
Universal Transfer Bench	D479,051 S	D/161,462
Toilet Tissue Holder	D414,638	D/092,787
Cane Handle	D411,343	D/084,241

PATENT REEL: 022552 FRAME: 0509

**RECORDED: 04/16/2009**