

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT										
CONVEYING PARTY DATA											
<table border="1"><tr><td>Name</td><td>Execution Date</td></tr><tr><td>Vision Quest Industries d/b/a VQ OrthoCare</td><td>05/08/2009</td></tr></table>		Name	Execution Date	Vision Quest Industries d/b/a VQ OrthoCare	05/08/2009						
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Monique Almy, Chapter 7 Trustee in the Chapter 7 Case of BioniCare Medical Technologies, Inc.</td></tr><tr><td>Street Address:</td><td>1001 Pennsylvania Ave. NW</td></tr><tr><td>City:</td><td>Washington</td></tr><tr><td>State/Country:</td><td>DISTRICT OF COLUMBIA</td></tr><tr><td>Postal Code:</td><td>20004</td></tr></table>		Name:	Monique Almy, Chapter 7 Trustee in the Chapter 7 Case of BioniCare Medical Technologies, Inc.	Street Address:	1001 Pennsylvania Ave. NW	City:	Washington	State/Country:	DISTRICT OF COLUMBIA	Postal Code:	20004
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PROPERTY NUMBERS Total: 3											
<table border="1"><tr><td>Property Type</td><td>Number</td></tr><tr><td>Patent Number:</td><td>6287268</td></tr><tr><td>Patent Number:</td><td>5823931</td></tr><tr><td>Application Number:</td><td>10591966</td></tr></table>		Property Type	Number	Patent Number:	6287268	Patent Number:	5823931	Application Number:	10591966		
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Patent Number:	6287268										
Patent Number:	5823931										
Application Number:	10591966										
CORRESPONDENCE DATA											
Fax Number: (202)628-8844 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 202-624-2500											
Email: afield@crowell.com											
Correspondent Name: Crowell & Moring LLP											
Address Line 1: P.O. Box 14300											
Address Line 4: Washington, DISTRICT OF COLUMBIA 20044-4300											
ATTORNEY DOCKET NUMBER:	103268.0000005										
NAME OF SUBMITTER:	Karen C. Hermann										
Total Attachments: 5											

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of May 8, 2009, by and between Vision Quest Industries, a California corporation doing business as VQ OrthoCare, with an address of 18011 Mitchell South, Irvine, California 92614 ("VQ") and MONIQUE ALMY, CHAPTER 7 TRUSTEE in the Chapter 7 case of BioniCare Medical Technologies, Inc. (Case No. 07-16902-JS), or any assignee thereof (in either case, the "Secured Party"). Capitalized terms not defined herein shall have the meanings set forth in the Sub-License Agreement (as defined herein), with reference to the following recitals:

RECITALS:

A. Concurrently herewith, VQ and ArthroWave Medical Technologies, LLC, a Delaware limited liability company, and Murray Electronics Associates, LLC, a Delaware limited liability company (collectively, "Licensor") are entering into a Sub-License Agreement (the "Sub-License Agreement") pursuant to which Licensor has agreed to license all of its right, title and interest and to its assets as described therein. As consideration for this license, among other things, VQ has agreed to make certain monthly payments to Secured Party for the benefit of Licensor as described in the Sub-License Agreement (the "Fixed Monthly Payments").

B. Concurrently herewith, VQ and the Secured Party are entering into that certain Security Agreement (the "Security Agreement") pursuant to which VQ will grant to Secured Party a security interest on the VQ Collateral described therein.

C. In order to induce the Secured Party to consent to the sublicense arrangement contemplated in the Sub-License Agreement, VQ has agreed to grant to the Secured Party a security interest in the Intellectual Property Collateral (as defined on Schedule A) and other property arising from or associated with the Intellectual Property Collateral as set forth in this Intellectual Property Security Agreement; and

NOW, THEREFORE, in reliance on the foregoing recitals and for good and valuable consideration, including, without limitation, the mutual agreements set forth below, the receipt and sufficiency of which hereby are acknowledged, VQ hereby agrees with Secured Party, as follows:

1. To secure the payment by VQ of all amounts to be paid by VQ to the Secured Party pursuant to the Sub-License Agreement and all debts, liabilities, obligations, covenants and duties owing by VQ, directly or indirectly, to the Secured Party under the this Intellectual Property Security Agreement, the Security Agreement, the Sublicense Agreement of any kind or nature, whether absolute, contingent, now existing or hereafter arising (including any interest thereon after maturity or after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding relating to VQ and/or the Intellectual Property Collateral, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), VQ grants and pledges to Secured Party a security interest in all of VQ's right, title and interest in, to the Intellectual Property Collateral listed on Schedule A), 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.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right,

power and remedy of the Secured Party provided for herein or in the Security Agreement, 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 the Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

3. VQ also hereby authorizes the Secured Party to file any documents with the United States Patent and Trademark Office without the signature of VQ to the extent permitted by applicable law and in compliance with the terms of this Intellectual Property Security Agreement with respect to the Intellectual Property Collateral.


4. As used herein, Intellectual Property Collateral means all of the right, title and interest of VQ in and to any and all source code, licenses, permits, patents, patent applications, inventions, designs, trade secrets, computer programs, software, printouts and other computer materials, goodwill, registrations, know-how, and any related documents and agreements, associated with the Intellectual Property Collateral.

[Signature Page Follows]

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, VQ and the Secured Party have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

VISION QUEST INDUSTRIES, INCORPORATED,
a California corporation dba VQ OrthoCare

By:  James W. Knapé
2009.05.08 11:20:13
-07'00'
James W. Knapé,
President and Chief Executive Officer

MONIQUE ALMY, CHAPTER 7 TRUSTEE
in the Chapter 7 case of BioniCare Medical Technologies, Inc.
(as Secured Party)

[Signature Page to Intellectual Property Security Agreement]

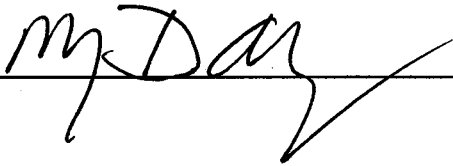
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VISION QUEST INDUSTRIES, INCORPORATED,
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By: _____

James W. Knappe,
President and Chief Executive Officer

MONIQUE ALMY, CHAPTER 7 TRUSTEE
in the Chapter 7 case of BioniCare Medical Technologies, Inc.
(as Secured Party)

_____

SCHEDULE A

All of the following now owned or at any time hereafter acquired by VQ or in which VQ now has or at any time in the future may acquire any right, title or interest, in each case to the extent of VQ's interest therein (collectively, the "Intellectual Property Collateral"):

i. all New BioniCare Intellectual Property (as defined below) and all royalties earned or accrued from licensing activities related to such New BioniCare Intellectual Property; and

ii. to the extent not otherwise included, all additions, replacements, accessions or substitutions of any and all of the foregoing and all Proceeds (as defined below) and products thereof.

For purposes hereof, the following terms shall have the following meanings:

"New BioniCare Intellectual Property" shall mean all confidential information, patents, technology, trademarks and other intellectual property associated with and/or incorporated into the New VQ Product.

"New VQ Product" shall mean any and all products developed by VQ that combine VQ's existing bracing technology (Gilmour patents US 6,287,268, US 5,823,931, GB 2,338,654, NZ 286038) with VQ's pending patent applications (US US2005/08010, US2007197946 (A1), CA2558431, and EP1727502 (A1)) with the existing BioniCare technology to create one or more new products.

"Proceeds" shall mean (i) whatever is received upon any collection, exchange, sale or other disposition of any of the VQ Intellectual Property Collateral and any property into which any of the VQ Intellectual Property Collateral is converted, whether cash or non-cash, (ii) any and all payments or other property (in any form whatsoever) made or due and payable on account of any insurance, indemnity, warranty or guaranty payment to VQ with respect to any of the VQ Intellectual Property Collateral, (iii) any and all payments (in any form whatsoever) made or due and payable in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the VQ Intellectual Collateral by any governmental body, authority, bureau or agency (or any person, corporation, agency, authority or other entity acting under color of any governmental authority), (iv) any claim of VQ against third parties for past, present or future infringement of the New BioniCare Intellectual Property or for the breach of any license in connection with the VQ Intellectual Property Collateral, (v) any royalties or other amounts received or accrued from licensing any of the New BioniCare Intellectual Property, and (vi) any and all other amounts from time to time paid or payable under or in connection with any of the VQ Intellectual Property Collateral.