

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Brasseler U.S.A. MEDICAL, LLC	04/13/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Henry Schein, Inc.
Street Address:	135 Duryea Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
<b>PROPERTY NUMBERS Total: 5</b>	
Property Type	Number
Patent Number:	D536791
Patent Number:	D554256
Patent Number:	D578848
Application Number:	11074679
Application Number:	11074680
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(212)969-2900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-969-4031
Email:	etavarez@proskauer.com
Correspondent Name:	Proskauer Rose LLP
Address Line 1:	1585 Broadway
Address Line 2:	17-19
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	36142-039
NAME OF SUBMITTER:	Elizabeth Tavarez

CH \$200.00 D536791

**501149979**

**PATENT**  
**REEL: 024244 FRAME: 0038**

**Total Attachments: 5**

source=Intellectual Property Security Agreement - Brasseler U.S.A. Medical, LLC (patents)#page1.tif

source=Intellectual Property Security Agreement - Brasseler U.S.A. Medical, LLC (patents)#page2.tif

source=Intellectual Property Security Agreement - Brasseler U.S.A. Medical, LLC (patents)#page3.tif

source=Intellectual Property Security Agreement - Brasseler U.S.A. Medical, LLC (patents)#page4.tif

source=Intellectual Property Security Agreement - Brasseler U.S.A. Medical, LLC (patents)#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 13, 2010, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Henry Schein, Inc. ("HSI"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 13, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto, and HSI, as Administrative Agent for the Lenders and as Revolver Agent for the Revolving Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement. Terms used herein without definition that are defined in the UCC have the meanings given to them in the UCC (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

(a) all of its Patents (as defined in the Credit Agreement) and all IP Licenses (as defined in the Credit Agreement) providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(c) all income, royalties and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

(d) to the extent not otherwise included, all proceeds and products of the foregoing;

provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein. Each Grantor hereby represents and warrants that the Excluded Property, when taken as a whole, is not material to the business operations or financial condition of the Grantors, taken as a whole.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BRASSELER U.S.A. MEDICAL, LLC,  
as Grantor

By: Don L. Walters  
Name: Don L. Walters  
Title: CEO

ACCEPTED AND AGREED TO  
as of the date first above written:

HENRY SCHEIN, INC.,  
as Administrative Agent

By: Mark Mlot  
Name: MARK MLOT  
Title:

[Signature Page to IP Security Agreement (Patents) -- Brasselet U.S.A. Medical, LLC]

PATENT  
REEL: 024244 FRAME: 0043

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Patent	Application Number	Filing Date	Patent Number	Issue Date	Country
TOOL HUB	29/224,898	03/09/2005	D536,791	02/13/2007	United States
TOOL HUB	29/224,906	03/09/2005	D554,256	10/30/2007	United States
SAW BLADE	29/305,815	03/28/2005	D578,848	10/21/2008	United States

2. PATENT APPLICATIONS

Patent	Application Number	Filing Date	Country
SURGICAL APPARATUS AND TOOLS FOR SAME	11/074,679	03/09/2005	United States
SURGICAL APPARATUS AND POWER MODULE FOR SAME, AND A METHOD OF PREPARING A SURGICAL APPARATUS	11/074,680	03/09/2005	United States

3. IP LICENSES

None