

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
TIDI Products, LLC	07/17/2012
RECEIVING PARTY DATA	
Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5406939
Application Number:	12360031
Patent Number:	6564804
Patent Number:	5297298
Patent Number:	5285896
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
Phone:	312.577.8034
Email:	oscar.ruiz@kattenlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1:	525 West Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	214338-74
NAME OF SUBMITTER:	Oscar Ruiz

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Total Attachments: 5

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "**Agreement**") is made as of this 17th day of July, 2012 by TIDI PRODUCTS, LLC, a Delaware limited liability company ("**Grantor**"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor, the financial institutions party thereto from time to time as Lenders and Grantee have entered into a certain Credit Agreement dated as of July 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor.

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of July 17, 2012 among Grantor, certain Affiliates of Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon all or substantially all 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 Guarantee and Collateral Agreement including all registrations and applications therefor), 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, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall govern and control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt and complete payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a lien on and 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 or hereafter created, acquired or arising:

(i) each Patent listed on Schedule A annexed hereto, together with any renewals, reissues, continuations, continuations-in-part or extensions thereof, all patentable inventions and all inventions and improvements described and claimed thereon; 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.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TIDI PRODUCTS, LLC, a Delaware limited liability company

By: K Mc Nam
Name: Kevin Mc Namon
Its: President

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TIDI PRODUCTS, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Agent

By:  _____
Name: Faraaz Kamran
Its: Director

SCHEDULE A

Title	Patent No. Issue Date	Applic. No./ Filing Date
ENDOSCOPE SHEATH	5406939 4/18/1995	08195556 2/14/1994
FLIP-TO-WEAR EYE SHIELD		12360031 1/26/2009
FACE SHIELD AND FACE SHIELD SUPPORT SYSTEM	6564804 5/20/2003	09818185 3/26/2001
EYE SHIELD	5297298 3/29/1994	07997854 12/29/1992
APPARATUS FOR RECEIVING AND CAPTURING A HYPODERMIC NEEDLE HUB AND CANNULA	5285896 2/15/1994	07856631 3/24/1992