

REF 760501294 3/20/13

03/20/2013

Form PTO-1595 (Rev. 06-12)
OMB No. 0651-0027 (exp. 04/30/2015)



DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORD# 103656470

Corp.

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
see attached.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation
Internal Address: _____
Street Address: 500 West Monroe
City: Chicago
State: Illinois
Country: US Zip: 60661

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 7/30/10

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other See attached.

4. Application or patent number(s): This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)
B. Patent No.(s)

See Attached

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Safet Metjahic
Internal Address: McGuireWoods, LLP
Street Address: 1750 Tysons Blvd
Suite 1800
City: Tyson's Blvd
State: VA Zip: 22102
Phone Number: _____
Docket Number: _____
Email Address: patents@mcguirewoods.com

6. Total number of applications and patents involved: 33

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 03/26/2013 RKGUYENI 00000011 5050307
Authorized User Name 01 P. BOEL 1240 00 0P

9. Signature: /Safet Metjahic/ March 20, 2013
Signature Date

Safet Metjahic Total number of pages including cover sheet, attachments, and documents:
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

| Name | Execution Date |
|----------------------------------|----------------|
| Aspen Surgical Products, Inc. | 07/30/2010 |
| Medical One, Inc. | 07/30/2010 |
| Colby Manufacturing Corporation | 07/30/2010 |
| Aspen Surgical Puerto Rico Corp. | 07/30/2010 |

Nature of Conveyance:

Corrective assignment to correct the nature of conveyance from Assignment to Security Agreement, previously recorded on Reel 024785 Frame 0546.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re

1. Patent No.: 5060387 Issue Date: October 29, 1991
Patent Application No. 07612356 Filing Date: November 13, 1990
Title: BLADE HANDLE
2. Patent No.: 5430942 Issue Date: July 11, 1995
Patent Application No. 08124122 Filing Date: September 20, 1993
Title: SURGICAL BLADE HOLDER AND BLADE COMBINATION
3. Patent No.: 5620454 Issue Date: April 15, 1997
Patent Application No.: 08328996 Filing Date: October 25, 1994
Title: GUARDED SURGICAL SCALPEL
4. Patent No.: 5527329 Issue Date: June 18, 1996
Patent Application No.: 08376065 Filing Date: January 20, 1995
Title: SURGICAL SCALPEL
5. Patent No.: 5752968 Issue Date: May 19, 1998
Patent Application No.: 08379245 Filing Date: January 27, 1995
Title: GUARDED SURGICAL SCALPEL WITH SCALPEL BLADE REMOVER
6. Patent No.: : 5827309 Issue Date: October 27, 1998
Patent Application No.: 08545488 Filing Date: October 19, 1995
Title: GUARDED SURGICAL SCALPEL WITH SCALPEL BLADE REMOVER
7. Patent No.: 5683407 Issue Date: November 4, 1997
Patent Application No.: 08547699 Filing Date: October 19, 1995
Title: CLEANABLE GUARDED SURGICAL SCALPEL WITH SCALPEL BLADE
REMOVER
8. Patent No.: 5792162 Issue Date: August 11, 1998
Patent Application No.: 08646574 Filing Date: May 8, 1996
Title: GUARDED SURGICAL SCALPEL WITH SCALPEL BLADE REMOVER
9. Patent No.: 5938675 Issue Date: August 17, 1999
Patent Application No.: 08666734 Filing Date: June 18, 1996
Title: SURGICAL SCALPEL
10. Patent No.: 5741289 Issue Date: April 21, 1998
Patent Application No.: 08756300 Filing Date: November 25, 1996
Title: CLEANABLE GUARDED SURGICAL SCALPEL WITH SCALPEL BLADE
REMOVER
11. Patent No.: 5919201 Issue Date: July 6, 1999
Patent Application No.: 09052147 Filing Date: March 31, 1998
Title: SURGICAL SCALPEL
12. Patent No.: 5941892 Issue Date: August 24, 1999
Patent Application No.: 09052230 Filing Date: March 31, 1998
Title: SURGICAL SCALPEL
13. Patent No.: 5938676 Issue Date: August 17, 1999
Patent Application No.: 09052588 Filing Date: March 31, 1998
Title: SURGICAL SCALPE
14. Patent No.: 6053929 Issue Date: April 25, 2000
Patent Application No.: 09273677 Filing Date: March 22, 1999

Title: SURGICAL SCALPEL

15. Patent No.: 6626925 Issue Date: September 30, 2003
Patent Application No.: 09820571 Filing Date: March 29, 2001
Publication No.: US20020143352 Pub Date: October 3, 2002
Title: SHIELDED SURGICAL SCALPEL
16. Patent No.: 7172611 Issue Date: February 6, 2007
Patent Application No.: 10805775 Filing Date: March 22, 2004
Publication No.: US20050228420 Pub Date: October 13, 2005
Title: SURGICAL SCALPEL ASSEMBLY
17. Patent No.: D470938 Issue Date: February 25, 2003
Patent Application No.: 29156377 Filing Date: February/28/2002
Title: DISPOSABLE SCALPEL
18. Patent No.: D475135 Issue Date: May 27, 2003
Patent Application No.: 29156378 Filing Date: February 28, 2002
Title: DISPOSABLE SCALPEL
19. Patent No.: D473649 Issue Date: April 22, 2003
Patent Application No.: 29156379 Filing Date: February 28, 2002
Title: DISPOSABLE SCALPEL
20. Patent No.: D470587 Issue Date: February 18, 2003
Patent Application No.: 29156380 Filing Date: February 28 2002
Title: DISPOSABLE SCALPEL
21. Patent No.: D490153 Issue Date: May 18, 2004
Patent Application No.: 29173360 Filing Date: December 27, 2002
Title: BLADE CARRIER
22. Patent No.: D502542 Issue Date: March 1, 2005
Patent Application No.: 29173361 Filing Date: December 27, 2002
Title: HANDLE
23. Patent No.: D490154 Issue Date: May 18, 2004
Patent Application No.: 29173367 Filing Date: December 27, 2002
Title: HANDLE
24. Patent No.: D482788 Issue Date: November 25, 2003
Patent Application No.: 29173370 Filing Date: December 27, 2002
Title: BLADE CARRIER
25. Patent No.: D489457 Issue Date: May 4, 2004
Patent Application No.: 29173389 Filing Date: December 27, 2002
Title: HANDLE
26. Patent No.: D483123 Issue Date: December 2, 2003
Patent Application No.: 29173427 Filing Date: December 27, 2002
Title: BLADE CARRIER
27. Patent No.: D486232 Issue Date: February 3, 2004
Patent Application No.: 29173428 Filing Date: December 27, 2002
Title: HANDLE
28. Patent No.: D483124 Issue Date: December 2, 2003
Patent Application No.: 29173429 Filing Date: December 27, 2002
Title: HANDLE

29. Patent No.: D482449 Issue Date: November 18, 2003
Patent Application No.: 29173430 Filing Date: December 27, 2002
Title: HANDLE
30. Patent No.: D482122 Issue Date: November 11, 2003
Patent Application No.: 29173431 Filing Date: December 27, 2002
Title: HANDLE
31. Patent No.: D481129 Issue Date: October 21, 2003
Patent Application No.: 29175037 Filing Date: January 29, 2003
Title: BLADE HOLDER

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------------------------|----------------|
| Aspen Surgical Products, Inc. | 07/30/2010 |
| Medical One, Inc. | 07/30/2010 |
| Colby Manufacturing Corporation | 07/30/2010 |
| Aspen Surgical Puerto Rico Corp. | 07/30/2010 |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------------------------|
| Name: | General Electric Capital Corporation |
| Street Address: | 500 West Monroe |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |

PROPERTY NUMBERS Total: 31

| Property Type | Number |
|----------------|---------|
| Patent Number: | 5060387 |
| Patent Number: | 5430942 |
| Patent Number: | 5620454 |
| Patent Number: | 5752968 |
| Patent Number: | 5792162 |
| Patent Number: | 5827309 |
| Patent Number: | 5683407 |
| Patent Number: | 5741289 |
| Patent Number: | 5527329 |
| Patent Number: | 5938675 |
| Patent Number: | 5919201 |
| Patent Number: | 5938676 |

OP \$1240.00 5060387

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| Patent Number: | 6053929 |
| Patent Number: | 5941892 |
| Patent Number: | 6626925 |
| Patent Number: | 7172611 |
| Patent Number: | D470938 |
| Patent Number: | D473649 |
| Patent Number: | D475135 |
| Patent Number: | D470587 |
| Patent Number: | D502542 |
| Patent Number: | D490154 |
| Patent Number: | D486232 |
| Patent Number: | D482122 |
| Patent Number: | D482449 |
| Patent Number: | D483124 |
| Patent Number: | D489457 |
| Patent Number: | D490153 |
| Patent Number: | D483123 |
| Patent Number: | D482788 |
| Patent Number: | D481129 |

CORRESPONDENCE DATA

Fax Number: (404)541-4710
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704-338-5138
Email: laallen@kilpatrickstockton.com
Correspondent Name: Raj Natarajan, Esq.
Address Line 1: Kilpatrick Stockton LLP
Address Line 2: 1100 Peachtree Street, Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 390017

NAME OF SUBMITTER: Latosha E. Allen

Total Attachments: 17
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, supplements and modifications, if any, from time to time hereto, this "**Agreement**"), dated as of July 30, 2010, is made by and among the Grantors identified as such on the signature pages hereof (each, a "**Grantor**" and collectively, "**Grantors**"), with offices at 272 E. Deerpath Road, Suite 350 Lake Forest, Illinois 60045, in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, acting in its capacity as Administrative Agent for the Lenders under the Credit Agreement described below, with offices at 500 West Monroe, Chicago, Illinois 60661 (the "**Administrative Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 1, 2006, by and among Aspen Surgical Products, Inc. ("**Borrower**"), the other Credit Parties signatory thereto, Administrative Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "**Original Credit Agreement**"), the Lenders agreed to make certain financial accommodations to Borrower;

WHEREAS, in order to induce Administrative Agent and Lenders to enter into the Original Credit Agreement and to induce Lenders to make the Loans as provided for in the Original Credit Agreement, Grantors executed and delivered (i) the Intellectual property Security Agreement dated as of September 1, 2006, (ii) the Intellectual property Security Agreement dated as of February 1, 2007 and (iii) the Intellectual property Security Agreement dated as of July 10, 2007 (collectively, the "**Original Intellectual Property Security Agreement**");

WHEREAS, the Borrower, the other Credit Parties, the Administrative Agent and the Lenders have agreed to amend and restate the Original Credit Agreement and, to evidence such amendment and restatement, have entered into that certain Amended and Restated Credit Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, extended replaced or otherwise modified, the "**Credit Agreement**"), the Lenders have agreed to make the Loans and to incur L/C Obligations for the benefit of Borrower;

WHEREAS, each Grantor will derive substantial direct and indirect benefits from the making of the Loans and other financial accommodations provided to Borrower by the Lenders, the other Lending Parties and Secured Swap Providers;

WHEREAS, Administrative Agent, the Lenders, the other Lending Parties and Secured Swap Providers are willing to make the Loans and other financial accommodations to Borrower, but only upon the condition, among others, that each Grantor shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of Lenders, other Lending Parties, and Secured Swap Providers, those

certain Borrower Security Agreement and Subsidiary Security Agreement, as applicable, each dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, each, a "Security Agreement" and collectively, the "Security Agreements"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreements, each Grantor is required to amend and restate the Original Intellectual Property Security Agreement as provided in this Agreement and grant a continuing Lien on the Intellectual Property Collateral (as hereinafter defined) to secure the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements or in **Section 1.1** of the Credit Agreement, as applicable.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent a Lien upon all of its right, title and interest of such Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Intellectual Property Collateral**"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto, respectively;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto, respectively;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto, respectively;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed

under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Notwithstanding the foregoing provisions of this Section 2, the grant, assignment, conveyance, mortgage, pledge, hypothecation and transfer of a Lien herein shall not extend to, and the Intellectual Property Collateral shall not include, any Excluded Property.

3. **Security Agreement.** The security interest granted by each Grantor pursuant to this Agreement is granted in conjunction with the security interest granted by such Grantor to Administrative Agent, on behalf of itself and the Lenders, pursuant to the respective Security Agreement. Each Grantor and Administrative Agent expressly agree that the security interests granted by it under this Agreement and the applicable Security Agreements in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Administrative Agent, the Lenders, the other Lending Parties or Secured Swap Providers of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and the Security Agreements. In the event of any inconsistency between the terms and conditions of this Agreement and the applicable Security Agreements, the terms and conditions of the applicable Security Agreement shall prevail.

4. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

5. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

6. **Termination; Authorized Sales of Collateral.** Subject to Section 4 hereof, this Agreement shall terminate upon the Termination Date. In the event any Grantor proposes to sell any of the Intellectual Property Collateral and such sale is

permitted pursuant to the terms and conditions set forth in Section 7.8 of the Credit Agreement, then upon satisfaction of the terms and conditions that give rise to such permission, such Intellectual Property Collateral shall be released from the Lien created hereby to the extent provided under subsection 10.14(b) of the Credit Agreement and the Administrative Agent agrees, at the expense of such Grantor, to execute and deliver to such Grantor, prior to or contemporaneously with such Grantor's receipt of the proceeds from such sale, such UCC-3 termination statements and other collateral property releases necessary to release the applicable Intellectual Property Collateral from the lien and security interest of the Administrative Agent.


7. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS. EACH GRANTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE FEDERAL AND/OR STATE COURTS SITTING IN COOK COUNTY, CITY OF CHICAGO, ILLINOIS FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN **SECTION 11.3** OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

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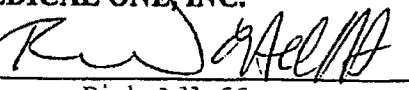
IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTORS:

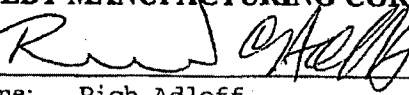
ASPEN SURGICAL PRODUCTS, INC.

By: 
Name: Rich Adloff
Title: Chief Financial Officer


MEDICAL ONE, INC.

By: 
Name: Rich Adloff
Title: Chief Financial Officer

COLBY MANUFACTURING CORPORATION

By: 
Name: Rich Adloff
Title: Chief Financial Officer

ASPEN SURGICAL PUERTO RICO CORP.

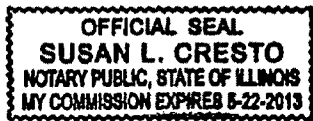
By: 
Name: Rich Adloff
Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois

COUNTY OF LaSalle

On this 28th day of July, 2010, before me personally appeared Richard Adloff, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Aspen Surgical Products, Inc., Medical One, Inc., and Colby Manufacturing Corporation, who being by me duly sworn did depose and say that he is the Authorized Person of said companies, that the said instrument was signed on behalf of said companies as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said companies.



Susan L. Cresto
Notary Public

{seal}

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS

COUNTY OF Lahe

On this 28th day of July, 2010, before me personally appeared Richard Xelloff, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Aspen Surgical Puerto Rico Corp., who being by me duly sworn did depose and say that he is the Authorized Person of said companies, that the said instrument was signed on behalf of said companies as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said companies.




Susan L. Cresto
Notary Public

{seal}

ASPEN SURGICAL PUERTO RICO CORP.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
ACKNOWLEDGEMENT OF GRANTOR

ACCEPTED AND ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Kevin S. Blitt
Title: Duly Authorized Signatory

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS, APPLICATIONS AND PATENT LICENSES

See Attached

Schedule A

| Patent Family | Country | Title | Application Number | Patent Number |
|------------------------|----------------------------|---|--------------------|---------------|
| US Patents | | | | |
| 1772 | US | Blade Handle | 07/612,356 | 5,060,387 |
| 2991 | US | Surgical Blade Holder and Blade Combination | 08/124,122 | 5,430,942 |
| 3247 | US | Blade | 08/328,996 | 5,620,454 |
| 3259 | US | Guarded Surgical Scalpel with Scalpel Blade Remover | 08/379,245 | 5,752,968 |
| 3259 | US | Guarded Surgical Scalpel with Scalpel Blade Remover | 08/646,574 | 5,792,162 |
| 3259 | US | Guarded Surgical Scalpel with Scalpel Blade Remover | 08/545,488 | 5,827,309 |
| 3486 | US | Cleanable Guarded Surgical Scalpel with Scalpel Blade Remover | 08/547,699 | 5,683,407 |
| 3486 | US | Cleanable Guarded Surgical Scalpel with Scalpel Blade Remover | 08/756,300 | 5,741,289 |
| 3914 | US | Surgical Scalpel | 08/376,065 | 5,527,329 |
| 3914 | US | Surgical Scalpel | 08/666,734 | 5,938,675 |
| 3914 | US | Surgical Scalpel | 09/052,147 | 5,919,201 |
| 3914 | US | Surgical Scalpel | 09/052,588 | 5,938,676 |
| 3914 | US | Surgical Scalpel | 09/273,677 | 6,053,929 |
| 3914 | US | Surgical Scalpel | 09/052,230 | 5,941,892 |
| 5247 | US | Shielded Surgical Scalpel | 09/820,571 | 6,626,925 |
| 5948 | US | Surgical Scalpel Assembly | 10/805,775 | 7,172,611 |
| 5621 | US | Disposable Scalpel | 29/156,377 | D470,938 |
| 5621 | US | Disposable Scalpel | 29/156,379 | D473,649 |
| 5622 | US | Disposable Scalpel | 29/156,378 | D475,135 |
| 5622 | US | Disposable Scalpel | 29/156,380 | D470,587 |
| 5711 | US | Handle | 29/173,361 | D502,542 |
| 5712 | US | Handle | 29/173,367 | D490,154 |
| 5713 | US | Handle | 29/173,428 | D486,232 |
| 5714 | US | Handle | 29/173,431 | D482,122 |
| 5715 | US | Handle | 29/173,430 | D482,449 |
| 5718 | US | Handle | 29/173,429 | D483,124 |
| 5719 | US | Handle | 29/173,389 | D489,457 |
| 5720 | US | Blade Carrier | 29/173,360 | D490,153 |
| 5721 | US | Blade Carrier | 29/173,427 | D483,123 |
| 5722 | US | Blade Carrier | 29/173,370 | D482,788 |
| 5726 | US | Blade Holder | 29/175,037 | D481,129 |
| Foreign Patents | | | | |
| 2763 | Canada | Surgical Scalpel with Retractable Blade | 2147452 | 2147452 |
| 2763 | European Patent Convention | Surgical Scalpel with Retractable Blade | 95302885.9 | 0681812 |
| 2763 | France | Surgical Scalpel with Retractable Blade | 95302885.9 | 0681812 |
| 2763 | Japan | Surgical Scalpel with Retractable Blade | 102451/95 | 2608695 |
| 2763 | United Kingdom | Surgical Scalpel with Retractable Blade | 95302885.9 | 0681812 |
| 3247 | Australia | Blade | 34387/95 | 705219 |
| 3247 | Canada | Blade | 2161058 | 2161058 |
| 3247 | Japan | Blade | 278033/95 | 3660725 |
| 3247 | Mexico | Blade | 9504476 | 197910 |
| 3259 | Australia | Guarded Surgical Scalpel with Scalpel Blade Remover | 42080/96 | 711597 |
| 3259 | Brazil | Guarded Surgical Scalpel with Scalpel Blade Remover | PI9600211-5 | PI9600211-5 |
| 3259 | Canada | Guarded Surgical Scalpel with Scalpel Blade Remover | 2167120 | 2167120 |

| Patent Family | Country | Title | Application Number | Patent Number |
|---------------|----------------------------|---|--------------------|------------------|
| 3259 | European Patent Convention | Guarded Surgical Scalpel with Scalpel Blade Remover | 96300322.3 | 0727186 |
| 3259 | France | Guarded Surgical Scalpel with Scalpel Blade Remover | 96300322.3 | 0727186 |
| 3259 | Germany | Guarded Surgical Scalpel with Scalpel Blade Remover | 96300322.3 | 69632603.5 |
| 3259 | Italy | Guarded Surgical Scalpel with Scalpel Blade Remover | 96300322.3 | 27720/BE/04 |
| 3259 | Japan | Guarded Surgical Scalpel with Scalpel Blade Remover | 12678/96 | 2814429 |
| 3259 | Mexico | Guarded Surgical Scalpel with Scalpel Blade Remover | 9600237 | 203591 |
| 3259 | Spain | Guarded Surgical Scalpel with Scalpel Blade Remover | 96300322.3 | 0727186 |
| 3259 | United Kingdom | Guarded Surgical Scalpel with Scalpel Blade Remover | 96300322.3 | 0727186 |
| 3914 | European Patent Convention | Surgical Scalpel | 95904261.5 | 0734231 |
| 3914 | European Patent Convention | Surgical Scalpel | 99106382.7-2305 | 0948937 |
| 3914 | European Patent Convention | Surgical Scalpel | 99106380.1-2318 | 0988832 |
| 3914 | European Patent Convention | Surgical Scalpel | 99106381.9-2318 | 0958788 |
| 3914 | France | Surgical Scalpel | 95904261.5 | 0734231 |
| 3914 | France | Surgical Scalpel | 99106382.7-2305 | 0948937 |
| 3914 | France | Surgical Scalpel | 99106380.1-2318 | 0988832 |
| 3914 | France | Surgical Scalpel | 99106381.9-2318 | 0958788 |
| 3914 | Germany | Surgical Scalpel | 99106382.7-2305 | 69931547.6 |
| 3914 | Germany | Surgical Scalpel | 99106380.1-2318 | 69935190.1-08 |
| 3914 | Germany | Surgical Scalpel | 99106381.9-2318 | 69936326.8-08 |
| 3914 | Italy | Surgical Scalpel | 95904261.5 | 52146/BE/03 |
| 3914 | Italy | Surgical Scalpel | 99106382.7-2305 | 0948937 |
| 3914 | Italy | Surgical Scalpel | 99106380.1-2318 | 24039BE/2007 |
| 3914 | Italy | Surgical Scalpel | 99106381.9-2318 | 29598 BE/2007 |
| 3914 | Japan | Surgical Scalpel | 90488/99 | 3066829 |
| 3914 | Japan | Surgical Scalpel | 91763/99 | 3016559 |
| 3914 | Japan | Surgical Scalpel | 91807/99 | 3066830 |
| 3914 | Mexico | Surgical Scalpel | 949493 | 193628 |
| 3914 | Spain | Surgical Scalpel | 95904261.5 | ES2204940 |
| 3914 | Spain | Surgical Scalpel | 99106382.7-2305 | 0948937 |
| 3914 | Spain | Surgical Scalpel | 99106380.1-2318 | 2281151 |
| 3914 | Spain | Surgical Scalpel | 99106381.9-2318 | 0958788 |
| 3914 | United Kingdom | Surgical Scalpel | 95904261.5 | 0734231 |
| 3914 | United Kingdom | Surgical Scalpel | 99106382.7-2305 | 0948937 |
| 3914 | United Kingdom | Surgical Scalpel | 99106380.1-2318 | 0988832 |
| 3914 | United Kingdom | Surgical Scalpel | 99106381.9-2318 | 0958788 |
| 5247 | European Patent Convention | Shielded Surgical Scalpel | 02757781.6 | 1372497 |
| 5247 | France | Shielded Surgical Scalpel | 02757781.6 | 1372497 |
| 5247 | Germany | Shielded Surgical Scalpel | 02757781.6 | 60221652.4 |
| 5247 | Italy | Shielded Surgical Scalpel | 02757781.6 | 32722BE/2007 |
| 5247 | Japan | Shielded Surgical Scalpel | 2002-576821 | 4,230,775 |
| 5247 | Spain | Shielded Surgical Scalpel | 02757781.6 | 1372497 |

| Patent Family | Country | Title | Application Number | Patent Number |
|---------------|--------------------|---|--------------------|---------------|
| 5247 | United Kingdom | Shielded Surgical Scalpel | 02757781.6 | 1372497 |
| 5714 | Australia | Handle | 2198/03 | 153334 |
| 5714 | European Community | Handle | 000045356-0001 | 000045356 |
| 5714 | Japan | Handle | 18372/03 | 1223368 |
| 5718 | Australia | Handle | 232/04 | 156465 |
| 5718 | European Community | Medical Instruments, Instruments and Tools for Laboratory Use | 000122015-0001 | 000122015 |
| 5719 | Australia | Handle | 2197/03 | 153333 |
| 5719 | European Community | Handle | 000045398-0001 | 000045398 |
| 5719 | Japan | Handle | 18373/03 | 1223369 |
| | | Pending Applications | | |
| 0249 | JP | Novel Compositions | 41138/78 | |
| 3914 | US | Surgical Scalpel | 12/489,781 | |
| 5247 | AU | Shielded Surgical Scalpel | 2007203154 | |
| 5247 | JP | Shielded Surgical Scalpel | 2008-267901 | |
| 5247 | JP | Shielded Surgical Scalpel | 2008-267902 | |
| 5948 | AU | Surgical Scalpel Assembly | 2005201133 | |
| 5948 | BR | Blade Retention Shield | PI05010004 | |
| 5948 | EP | Surgical Scalpel Assembly | 05005843.7-2318 | |
| 5948 | JP | Surgical Scalpel Assembly | 2005-81806 | |

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS; APPLICATIONS AND LICENSES

See Attached.

Schedule A

| Case Number Trademark | Sub Case Country | Status Class(es) | Application Number/Date | Registration Number/Date |
|--------------------------|---------------------|---------------------------|----------------------------|-----------------------------|
| BARD-PARKER | TMK 19960369 | Registered | 59470 | 59470 |
| | Egypt | 10 Int. | 30-Aug-81 | 30-Aug-91 |
| BARD-PARKER | TMK 19960400 | Registered | 2024 | 1230IEPI |
| | Ecuador | 10 Int. | 28-Aug-85 | 13-Feb-96 |
| BARD-PARKER | TMK 19960430 | Registered | 71321 | 1495458 |
| | France | 05 Int., 10 Int., 21 Int. | 31-Oct-68 | 31-Oct-88 |
| BARD-PARKER | TMK 19960494 | Registered | 920032 | 920032 |
| | Germany | 05 Int., 09 Int., 10 Int. | 7-Apr-83 | 6-Apr-93 |
| BARD-PARKER | TMK 19960675 | Registered | 516681985 | 2277715 |
| | Japan | 01 Int. | 22-May-85 | 31-Oct-90 |
| BARD-PARKER | TMK 19960681 | Registered | 516941985 | 1950405 |
| | Japan | 17 Int. | 22-May-85 | 30-Apr-87 |
| BARD-PARKER | TMK 19960964 | Registered | 74-2105 | 155,114 |
| | Sweden | 05 Int., 10 Int. | 30-Apr-74 | 23-Apr-96 |
| BARD-PARKER | TMK 19961764 | Registered | 7726062 | 424360 |
| | Taiwan | 10 Int. | 7-Jun-88 | 16-Dec-88 |
| BARD-PARKER | TMK 19961848 | Registered | 354807 | Kor89922 |
| | Thailand | 10 Int. | 17-May-88 | 17-Jan-89 |
| BARD-PARKER | TMK 19962016 | Registered | 135,916 | 12,190 |
| | Peru | 05 Int. | 17-Mar-88 | 29-Dec-94 |
| BARD-PARKER | TMK 19962186 | Registered | 908389 | 663 |
| | Hong Kong | 10 Int. | 16-Nov-89 | 16-Nov-89 |
| BARD-PARKER | TMK 19962237 | Registered | 8906974 | |
| | Malaysia | 10 Int. | 9-Nov-89 | |
| BARD-PARKER | TMK 19962255 | Registered | 188549 | 188549 |
| | New Zealand | 10 Int. | 31-Oct-88 | 31-Oct-95 |
| BARD-PARKER | TMK 19962261 | Registered | S/6374/88 | T8806374A |
| | Singapore | 10 Int. | 16-Nov-88 | 16-Nov-95 |
| BARD-PARKER | TMK 19962414 | Registered | 135,919 | 15,168 |
| | Peru | 10 Int. | 17-Mar-88 | 29-Dec-94 |
| BARD-PARKER | TMK 19962470 | Registered | 515272 | 515272 |
| | India | 10 Int. | 18-Aug-89 | 18-Aug-89 |
| BARD-PARKER | TMK 19963042 | Registered | B9166610 | 2036513 |
| | Germany | 05 Int., 09 Int., 10 Int. | 21-Dec-90 | 18-May-93 |
| BARD-PARKER | TMK 19963452 | Registered | 250,364 | 121,258 |
| | Canada | 05 Int., 10 Int. | 10-Apr-59 | 24-Feb-90 |
| BARD-PARKER | TMK 19964085 | Registered | AM417392 | 144516 |
| | Austria | 10 Int. | 27-Aug-92 | 22-Oct-92 |
| BARD-PARKER | TMK 19964086 | Registered | 784431 | 519978 |
| | Benelux | 10 Int. | 13-Aug-92 | 13-Aug-92 |
| BARD-PARKER | TMK 19964087 | Registered | VA 05.835 19 | VR 08.034 19 |
| | Denmark | 10 Int. | 14-Aug-92 | 19-Nov-93 |
| BARD-PARKER | TMK 19964088 | Registered | 3977/92 | 134690 |
| | Finland | 10 Int. | 17-Aug-92 | 21-Nov-94 |

| Case Number Trademark | Sub Case Country | Status Class(es) | Application Number/Date | Registration Number/Date |
|---|--------------------------|---------------------|----------------------------|-----------------------------|
| BARD-PARKER | TMK 19964089 | Registered | 110636 | 110623 |
| | Greece | 10 Int. | 9-Sep-92 | 17-Dec-96 |
| BARD-PARKER | TMK 19964090 | Registered | RM92C003388 | 644068 |
| | Italy | 10 Int. | 2-Sep-92 | 28-Feb-95 |
| BARD-PARKER | TMK 19964091 | Registered | 92/4090 | 167,470 |
| | Norway | 10 Int. | 17-Aug-92 | 30-Mar-95 |
| BARD-PARKER | TMK 19964092 | Registered | 285767 | 285767 |
| | Portugal | 10 Int. | 27-Aug-92 | 26-Apr-94 |
| BARD-PARKER | TMK 19964094 | Registered | 1717610 | 1717610 |
| | Spain | 10 Int. | 17-Aug-92 | 5-May-95 |
| BARD-PARKER | TMK 19964490 | Registered | 776375 | 776375 |
| | Australia | 10 Int. | 28-May-96 | 28-May-96 |
| BARD-PARKER | TMK 19964905 | Registered | 9508031 | 9508031 |
| | South Africa | 10 Int. | 23-Jun-95 | 23-Jun-95 |
| BARD-PARKER | TMK 19975608 | Registered | 8677 | 94420 |
| | Guatemala | 10 Int. | 16-Oct-97 | 17-Mar-99 |
| BARD-PARKER | TMK 19990026 | Registered | 1172279 | 1172279 |
| | European Community | 10 Int. | 14-May-99 | 22-Jan-01 |
| BARD-PARKER | TMK 19990093 | Registered | 1.232E+09 | 6057160 |
| | Brazil | 10 Int. | 10-Mar-75 | 10-Mar-95 |
| BARD-PARKER | TMK 19990094 | Registered | 1232/0605.71 | 6057179 |
| | Brazil | 10 Int. | 10-Mar-75 | 10-Mar-95 |
| BARD-PARKER | TMK 19990142 | Registered | 1509635 | 1509635 |
| | United Kingdom | 10 Int. | 13-Aug-92 | 31-Oct-94 |
| BARD-PARKER | TMK 20030159 | Registered | 78267573 | 2884264 |
| | United States of America | 10 Int. | 26-Jun-03 | 14-Sep-04 |
| BARD-PARKER IN | TMK 19960676 | Registered | 516691985 | 2279008 |
| KATAKANA BARD-PARKER IN | Japan | 01 Int. | 22-May-85 | 30-Nov-90 |
| | TMK 19960687 | Registered | 516951985 | 1950406 |
| KATAKANA BARD-PARKER 'T IS SCHERP | Japan | 17 Int. | 22-May-85 | 30-Apr-87 |
| | TMK 19960186 | Registered | 565571 | 83753 |
| | Benelux | 08 Int., 10 Int. | 30-Nov-71 | 30-Nov-90 |
| B-P | TMK 19960003 | Registered | 250,365 | 120435 |
| | Canada | 05 Int., 10 Int. | 10-Apr-59 | 16-Dec-90 |
| B-P | TMK 19960288 | Registered | 888716 | 608887161 |
| | Brazil | 09 Int. | 27-Jun-69 | 11-Feb-92 |
| B-P | TMK 19960916 | Registered | 756020 | B756020 |
| | South Africa | 05 Int. | 11-Nov-75 | 11-Nov-75 |
| B-P | TMK 19960917 | Registered | 756021 | B756021 |
| | South Africa | 10 Int. | 11-Nov-75 | 11-Nov-75 |
| B-P | TMK 19963198 | Registered | 71668366 | 616625 |
| | United States of America | 10 Int. | 17-Jun-54 | 22-Nov-55 |
| B-P BARD PARKER | TMK 19960971 | Registered | 74-2104 | 156,539 |
| | Sweden | 05 Int., 10 Int. | 30-Apr-74 | 27-Aug-96 |

| Case Number Trademark | Sub Case Country | Status Class(es) | Application Number/Date | Registration Number/Date |
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| B-P BARD- PARKER | TMK 19960821 | Registered | 114997 | 114997 |
| | Mexico | 09 Int., 10 Int., 21 Int. | 26-Aug-63 | 26-Aug-63 |
| B-P WITH DESIGN | TMK 19961427 | Registered | 6,109 | 170493 |
| | Ecuador | 10 Int. | 24-Sep-86 | 22-Jan-93 |
| B-P WITH DESIGN | TMK 19975352 | Registered | 293922 | 293922 |
| | Australia | 10 Int. | 3-Feb-76 | 3-Feb-97 |
| RIB-BACK | TMK 19960038 | Registered | 515545 | 296691 |
| | Canada | 10 Int. | 19-Jan-84 | 2-Nov-84 |
| RIB-BACK | TMK 19960936 | Registered | 756035 | B756035 |
| | South Africa | 10 Int. | 11-Nov-75 | 11-Nov-75 |
| RIB-BACK | TMK 20090268 | Registered | 77830943 | 3806085 |
| | United States of America | 10 Int. | 21-Sep-09 | 22-Jun-10 |
| SAFETYLOCK WITH DESIGN | TMK 19962884 | Registered | 766107 | 503926 |
| | Benelux | 10 Int. | 3-Jul-91 | 3-Jul-91 |
| SAFETYLOCK WITH DESIGN | TMK 19962885 | Registered | VA043951991 | VR199603816 |
| | Denmark | 10 Int. | 21-Jun-91 | 28-Jun-96 |
| SAFETYLOCK WITH DESIGN | TMK 19962886 | Registered | 293570 | 1673001 |
| | France | 10 Int. | 24-Jun-91 | 24-Jun-91 |
| SAFETYLOCK WITH DESIGN | TMK 19962887 | Registered | B9300810 | 2103326 |
| | Germany | 10 Int. | 25-Jun-91 | 13-May-97 |
| SAFETYLOCK WITH DESIGN | TMK 19962888 | Registered | 104762 | 104762 |
| | Greece | 10 Int. | 28-Jun-91 | 17-Jun-94 |
| SAFETYLOCK WITH DESIGN | TMK 19962889 | Registered | 913093 | 145587 |
| | Ireland | 10 Int. | 24-Jun-91 | 24-Jun-91 |
| SAFETYLOCK WITH DESIGN | TMK 19962890 | Registered | RM91C002540 | 613240 |
| | Italy | 10 Int. | 11-Jul-91 | 29-Dec-93 |
| SAFETYLOCK WITH DESIGN | TMK 19962891 | Registered | 913246 | 176208 |
| | Norway | 10 Int. | 27-Jun-91 | 15-Aug-96 |
| SAFETYLOCK WITH DESIGN | TMK 19962895 | Registered | 435819910 | 391239 |
| | Switzerland | 10 Int. | 24-Jun-91 | 24-Jun-91 |
| SAFETYLOCK WITH DESIGN | TMK 19990201 | Registered | 275384 | 275384 |
| | Portugal | 10 Int. | 12-Jul-91 | 4-Jun-93 |

SCHEDULE III
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None.