

09/04/2013

Form PTO-1595 (Rev. 03/2011)  
OMB No. 0651-0027 (Exp. 04/30/2015)



U.S. DEPARTMENT OF COMMERCE  
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PATENTS ONLY

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

09/04/13

1. Name of conveying party(ies)

SPENCO MEDICAL CORPORATION

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

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

Execution Date(s) AUGUST 1, 2013

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA, N.A.

Internal Address: \_\_\_\_\_

Street Address: 515 CONGRESS AVENUE, 11TH FLOOR

City: AUSTIN

State: TEXAS

Country: U.S.A. Zip: 78701

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

8,296,969; 8,424,222; D681,321; D627,958; D634,924

Additional numbers attached?  Yes  No

5. Name and address to whom correspondence concerning document should be mailed:

Name: PAKIS, GIOTES, PAGE & BURLESON, P.C.

Internal Address: ATTN: RODNEY A. CHAMNESS

Street Address: 400 AUSTIN AVENUE, SUITE 400

City: WACO

State: TEXAS Zip: 76701

Phone Number: 254-297-7300

Docket Number: \_\_\_\_\_

Email Address: CHAMNESS@PAKISLAW.COM

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 1.21(h) & 3.41) \$800.00

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

8. Payment Information

Deposit Account Number: 09/05/2013 KNGUYEN 80000025 8296969

Authorized User Name: ROD. AA. OP

9. Signature:

*Rodney A. Chamness*  
Signature

8-30-2013

Date

RODNEY A. CHAMNESS  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

36

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

**Box 4.B. Additional Patent Numbers Attachment**

D628,779

D634,920

D663,511

6,082,023

D448,850

6,598,319

7,107,705

D497,708

D515,292

D497,473

7,484,319

7,665,169

7,908,768

8,250,784

7,721,467

**SECURITY AGREEMENT**

1. The Security. The undersigned **SPENCO MEDICAL CORPORATION**, a Texas corporation (the "**Pledgor**") hereby assigns and grants to **BANK OF AMERICA, N.A.**, its successors and assigns ("**BANA**"), and to Bank of America Corporation and its subsidiaries and affiliates (BANA and all such secured parties, collectively, the "**Bank**") a security interest in the following described property now owned or hereafter acquired by the Pledgor ("**Collateral**"):

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Pledgor from a factor; rights to payment of money from the Bank under any Swap Contract (as defined in Paragraph 2 below); and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All inventory, including all materials, work in process and finished goods.

(c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Pledgor, (including, but not limited to, the equipment described in the attached Equipment Description, if any).

(d) All of the Pledgor's deposit accounts with the Bank. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(g) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral, and all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral and sums due from a third party

which has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(h) All books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("**Books and Records**").

2. *The Indebtedness.* The Collateral secures and will secure (a) all Indebtedness of the Pledgor to the Bank, (b) all Indebtedness of **SBS ENTERPRISES, INC.**, a Delaware corporation to the Bank, and (c) all Indebtedness of **INTERNATIONAL RECREATION CORPORATION**, a Texas corporation to the Bank. Each party obligated under any Indebtedness is referred to in this Agreement as a "**Debtor.**" "**Indebtedness**" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Debtor or any one or more of them to the Bank, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by the Bank by assignment or otherwise. Indebtedness shall include, without limitation, all obligations of the Debtor arising under any Swap Contract and any Treasury Services Contract; provided, that with respect to a Pledgor, "Indebtedness" secured by Collateral of such Pledgor shall not include obligations arising under any Swap Contract to which it is not party if, and to the extent that, all or a portion of the guaranty by such Pledgor to the Bank of, or the grant by such Pledgor of a security interest to the Bank to secure, such Swap Contract, would violate the Commodity Exchange Act by virtue of such Pledgor's failure to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time such guaranty or grant of such security interest becomes effective with respect to such Swap Contract. "**Commodity Exchange Act**" means 7 U.S.C. Section 1 *et seq.*, as amended from time to time, any successor statute, and any rules, regulations and orders applicable thereto. "**Swap Contract**" means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Debtor and the Bank. "**Treasury Services Contract**" means any contract between the Debtor and the Bank covering treasury management services, including, but not limited to, intraday credit, Automated Clearing House (ACH) services, foreign exchange services, daylight overdrafts, corporate credit card programs, wire transfers, electronic funds transfers, electronic trade services, controlled disbursement and zero balance arrangements.

3. *Pledgor's Covenants.* The Pledgor represents, covenants and warrants that unless compliance is waived by the Bank in writing:

(a) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) The Pledgor resides (if the Pledgor is an individual), or the Pledgor's chief executive office (if the Pledgor is not an individual) is located, in the state specified on the signature page hereof. In addition, the Pledgor (if not an individual or other unregistered entity), is incorporated in or organized under the laws of the state specified on such signature page. The Pledgor shall give the Bank at least thirty (30) days notice before changing its

residence or its chief executive office or state of incorporation or organization. The Pledgor will notify the Bank in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) The Pledgor will notify the Bank in writing prior to any change in the Pledgor's name, identity or business structure.

(d) Unless otherwise agreed, the Pledgor has not granted and will not grant any security interest in any of the Collateral except to the Bank, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Bank.

(e) The Pledgor will promptly notify the Bank in writing of any event which affects the value of the Collateral, the ability of the Pledgor or the Bank to dispose of the Collateral, or the rights and remedies of the Bank in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) The Pledgor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Bank's security interest (collectively, the "*Collateral Costs*"). Without waiving the Pledgor's default for failure to make any such payment, the Bank at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. The Pledgor agrees to reimburse the Bank on demand for any Collateral Costs so incurred.

(g) Until the Bank exercises its rights to make collection, the Pledgor will diligently collect all Collateral.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgor shall immediately deliver such document to the Bank, together with any necessary endorsements.

(i) The Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of the Bank; provided, however, that the Pledgor may sell inventory in the ordinary course of business.

(j) The Pledgor will maintain and keep in force all risk insurance covering the Collateral against fire, theft, liability and extended coverages (including without limitation windstorm coverage and hurricane coverage as applicable), to the extent that any Collateral is of a type which can be so insured. Such insurance shall be in form, amounts, coverages and basis reasonably acceptable to the Bank, shall require losses to be paid on a replacement cost basis, shall be issued by insurance companies acceptable to the Bank and include a loss payable endorsement in favor of the Bank in a form acceptable to the Bank. Upon the request of the

Bank, the Pledgor will deliver to the Bank a copy of each insurance policy, or, if permitted by the Bank, a certificate of insurance listing all insurance in force. This insurance may, but need not, protect the interests of the Pledgor.

(k) The Pledgor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Bank of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Bank and shall provide that the Bank has no liability to such owner, holder of any lien, or any other person.

(l) Exhibit "A" to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which the Pledgor has any right, title, or interest, throughout the world. To the extent required by the Bank in its discretion, the Pledgor will promptly notify the Bank of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on the Exhibit. The Pledgor authorizes the Bank, without notice to the Pledgor, to modify this Agreement by amending the Exhibit to include any such Collateral.

(m) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Pledgor pursuant to the terms of its intellectual property management program. The Pledgor also will promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works. The Pledgor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than the Bank and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Pledgor or the Bank. The Pledgor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Pledgor's business, or except with the Bank's prior written consent.

4. Additional Optional Requirements. The Pledgor agrees that the Bank may at its option at any time, whether or not the Pledgor is in default:

(a) Require the Pledgor to deliver to the Bank (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(c) Require the Pledgor to deliver to the Bank any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to the Bank the proceeds of any such letters of credit.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of the Bank's interest in the Collateral.

5. Defaults. Any one or more of the following shall be a default hereunder:

(a) Any Indebtedness is not paid when due, or any default occurs under any agreement relating to the Indebtedness, after giving effect to any applicable grace or cure periods.

(b) The Pledgor breaches any term, provision, warranty or representation under this Agreement, or under any other obligation of the Pledgor to the Bank, and such breach remains uncured after any applicable cure period.

(c) The Bank fails to have an enforceable first lien (except for any prior liens to which the Bank has consented in writing) on or security interest in the Collateral.

(d) Any custodian, receiver or trustee is appointed to take possession, custody or control of all or a substantial portion of the property of the Pledgor or of any guarantor or other party obligated under any Indebtedness.

(e) The Pledgor or any guarantor or other party obligated under any Indebtedness becomes insolvent, or is generally not paying or admits in writing its inability to pay its debts as they become due, fails in business, makes a general assignment for the benefit of creditors, dies, or commences any case, proceeding or other action under any bankruptcy or other law for the relief of, or relating to, debtors.

(f) Any case, proceeding or other action is commenced against the Pledgor or any guarantor or other party obligated under any Indebtedness under any bankruptcy or other law for the relief of, or relating to, debtors.

(g) Any involuntary lien of any kind or character attaches to any Collateral, except for liens for taxes not yet due.

(h) The Pledgor has given the Bank any false or misleading information or representations.

6. Bank's Remedies After Default. In the event of any default, the Bank may do any one or more of the following, to the extent permitted by law:

- (a) Declare any Indebtedness immediately due and payable, without notice or demand.
- (b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.
- (c) Enforce the security interest of the Bank in any deposit account of the Pledgor maintained with the Bank by applying such account to the Indebtedness.
- (d) Require the Pledgor to obtain the Bank's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.
- (e) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Bank in kind.
- (f) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Bank's exclusive control.
- (g) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to the Bank at a place designated by the Bank.
- (h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Bank deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.
- (i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes the Bank to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.
- (j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.
- (k) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if the Bank deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. As used in this paragraph, "*Intellectual Property*" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and



labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(m) Take such measures as the Bank may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Bank as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(n) Without notice or demand to the Pledgor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Bank or any of the Bank's agents or affiliates to or for the credit of the account of the Pledgor or any guarantor or endorser of the Pledgor's Indebtedness.

(o) Exercise any other remedies available to the Bank at law or in equity.

7. Pledgor Not A Debtor. If any Pledgor is not a Debtor under some or all of the Indebtedness:

(a) The Pledgor authorizes the Bank, from time to time, without affecting the Pledgor's obligations under this Agreement, to enter into an agreement with the Debtor to change the interest rate on or renew the Indebtedness; accelerate, extend, compromise, or otherwise change the repayment terms or any other terms of the Indebtedness; receive and hold, exchange, enforce, waive, fail to perfect, substitute, or release Collateral, including collateral not originally covered by this Agreement; sell or apply any Collateral in any order; or release or substitute any borrower, guarantor or endorser of the Indebtedness, or other person.

(b) The Pledgor waives any defense by reason of any Debtor's or any other person's defense, disability, or release from liability. The Bank can exercise its rights against the Collateral even if any Debtor or any other person no longer is liable on the Indebtedness because of a statute of limitations or for other reasons.

(c) The Pledgor agrees that it is solely responsible for keeping itself informed as to the financial condition of the Debtors and of all circumstances which bear upon the risk of nonpayment. The Pledgor waives any right it may have to require the Bank to disclose to the Pledgor any information which the Bank may now or hereafter acquire concerning the financial condition of the Debtors.

(d) The Pledgor waives all rights to notices of default or nonperformance by the Debtors. The Pledgor further waives all rights to notices of the existence or the creation of new indebtedness by any Debtor and all rights to any other notices to any party liable on any of the Indebtedness.

(e) The Pledgor represents and warrants to the Bank that it will derive benefit, directly and indirectly, from the collective administration and availability of credit under the Indebtedness. The Pledgor agrees that the Bank will not be required to inquire as to the disposition by any Debtor of funds disbursed by the Bank.

(f) Until all obligations to the Bank under the Indebtedness have been paid in full and any commitments of the Bank or facilities provided by the Bank with respect to the Indebtedness have been terminated, the Pledgor waives any right of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including without limitation, any claim or right of subrogation under the Bankruptcy Code (Title 11, United States Code) or any successor statute, which the Pledgor may now or hereafter have against any Debtor with respect to the Indebtedness. The Pledgor waives any right to enforce any remedy which the Bank now has or may hereafter have against any Debtor, and waives any benefit of, and any right to participate in, any security now or hereafter held by the Bank.

(g) The Pledgor waives any right to require the Bank to proceed against any Debtor or any other person; proceed against or exhaust any security; or pursue any other remedy. Further, the Pledgor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of the Pledgor under this Agreement or which, but for this provision, might operate as a discharge of the Pledgor.

(h) In the event any amount paid to the Bank on any Indebtedness or any interest in property transferred to the Bank as payment on any Indebtedness is subsequently recovered from the Bank in or as a result of any bankruptcy, insolvency or fraudulent conveyance proceeding, the Pledgor shall be liable to the Bank for the amounts so recovered up to the fair market value of the Collateral whether or not the Collateral has been released or the security interest terminated. In the event the Collateral has been released or the security interest terminated, the fair market value of the Collateral shall be determined, at the Bank's option, as of the date the Collateral was released, the security interest terminated, or said amounts were recovered.

8. Prior Security Agreements. This Agreement is in addition to, and not in replacement of, any prior security agreements or other loan documents addressing the same collateral including all of the security agreements by and among the parties dated March 31, 1994, March 30, 1999, December 20, 2002 and July 2, 2004. Pledgor hereby acknowledges and agrees the security agreements referenced in this section remain in full force and effect and are enforceable by Bank with regard to the Indebtedness.

9. Dispute Resolution Provision. This paragraph, including the subparagraphs below, is referred to as the "**Dispute Resolution Provision.**" This Dispute Resolution Provision is a material inducement for the parties entering into this agreement.

(a) This Dispute Resolution Provision concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this agreement (including any renewals, extensions or modifications); or (ii) any document related to this agreement (collectively a "**Claim**"). For the purposes of this Dispute Resolution Provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of the Bank involved in the servicing, management or administration of any obligation described or evidenced by this agreement.

(b) At the request of any party to this agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "**Act**"). The Act will apply even though this agreement provides that it is governed by the law of a specified state.

(c) Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("**AAA**"), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the Bank may designate another arbitration organization with similar procedures to serve as the provider of arbitration.

(d) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in any U.S. state where real or tangible personal property collateral for this credit is located or if there is no such collateral, in the state specified in the governing law section of this agreement. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars (\$5,000,000), upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.

(e) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and shall dismiss the arbitration if the Claim is barred under the applicable statutes of limitation. For purposes of the application of any statutes of limitation, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s), except as set forth at subparagraph (h) of this Dispute Resolution Provision. The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this agreement.

(f) This paragraph does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.

(g) The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.

(h) Any arbitration or court trial (whether before a judge or jury) of any Claim will take place on an individual basis without resort to any form of class or representative action (the "**Class Action Waiver**"). The Class Action Waiver precludes any party from participating in or being represented in any class or representative action regarding a Claim. Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court and not by an arbitrator. The parties to this agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

(i) By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this agreement to arbitrate, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

10. Waiver of Jury Trial. **THE PARTIES TO THIS AGREEMENT WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO, THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTION OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.**

11. Waiver of Valuation and Appraisement Laws. The Pledgor hereby waives relief from any and all valuation and appraisement laws.

12. Miscellaneous.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of the Bank, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Bank may reasonably deem necessary.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to the Bank in connection with this Agreement must be in form and substance satisfactory to the Bank.

(d) This Agreement is governed by and shall be interpreted according to federal law and the laws of Texas. If state or local law and federal law are inconsistent, or if state or local law is preempted by federal law, federal law governs. If the Bank has greater rights or remedies under federal law, whether as a national bank or otherwise, this paragraph shall not be deemed to deprive the Bank of such rights and remedies as may be available under federal law. Jurisdiction and venue for any action or proceeding to enforce this Agreement shall be the forum appropriate for such action or proceeding against the Debtor, to which jurisdiction the Pledgor irrevocably submits and to which venue the Pledgor waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the Uniform Commercial Code.

(g) In the event of any action by the Bank to enforce this Agreement or to protect the security interest of the Bank in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay immediately the costs and expenses thereof, together with reasonable attorneys' fees and allocated costs for in-house legal services to the extent permitted by law.

(h) In the event the Bank seeks to take possession of any or all of the Collateral by judicial process, the Pledgor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Bank and the Pledgor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(j) The Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Bank of any of the Indebtedness or the Collateral, the Bank thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Bank shall retain all rights and powers hereby given with respect to any of the Indebtedness or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgor.

(k) As stated in the preamble to this Agreement, the secured parties covered by this Agreement include BANA as well as Bank of America Corporation and its subsidiaries and affiliates. Such secured parties are collectively referred to as the "**Bank**." If, from time to time, any of the Indebtedness covered by this Agreement includes obligations to entities other than BANA, then BANA shall act as collateral agent for itself and all such other secured parties. Any financing statements, control agreements and other steps taken to perfect the security interests under this Agreement may be made solely in the name of BANA, without expressly disclosing BANA's role as collateral agent. Unless the context otherwise requires, each reference to "Bank" in this Agreement shall refer to each secured party covered by this Agreement. Any enforcement actions under this Agreement will be taken by BANA as collateral agent, unless otherwise agreed by BANA and one or more of the other secured parties. BANA shall have the right to apply proceeds of the Collateral against debts, obligations or liabilities constituting all or part of the Indebtedness in such order as BANA may determine in its sole discretion, unless otherwise agreed by BANA and one or more of the other secured parties.

13. Final Agreement. **BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.**

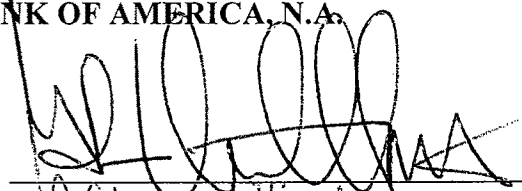
**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU**

MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

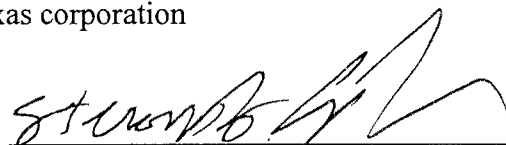
14. Notice of Final Agreement. THIS WRITTEN AGREEMENT AND THE LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BANK OF AMERICA, N.A.

By:   
D. Glenn Williams  
TYPE NAME OF OFFICER  
Senior Vice President  
TYPE TITLE OF OFFICER

SPENCO MEDICAL CORPORATION, a  
Texas corporation

By:   
STEVEN B. SMITH, Chairman of the  
Board and President

Address for Notices:

515 CONGRESS AVE.; 11<sup>th</sup> FL  
AUSTIN, Tx. 78701

## **EXHIBIT "A"**

Exhibit A-1 – Patents

Exhibit A-2 – Trademarks



**EXHIBIT "A" – PATENTS**

Country	Title	Patent No.	Issue Date
Australia	TRIPLE DENSITY GEL INSOLE	2008298868	12/13/2012
China	TRIPLE DENSITY GEL INSOLE	ZL200880024667.8	3/21/2012
Hong Kong	TRIPLE DENSITY GEL INSOLE	HK1141688	11/30/2012
Mexico	TRIPLE DENSITY GEL INSOLE	309069	4/25/2013
New Zealand	TRIPLE DENSITY GEL INSOLE	582489	4/2/2012
Vietnam	TRIPLE DENSITY GEL INSOLE	11169	2/25/2013
Australia	TRIPLE DENSITY GEL HEEL CUP	2009205573	1/17/2013
China	TRIPLE DENSITY GEL HEEL CUPS	ZL200980100726.X	5/30/2012
Hong Kong	TRIPLE DENSITY GEL HEEL CUPS	HK1148917	1/25/2013
Mexico	TRIPLE DENSITY GEL HEEL CUPS	308599	4/10/2013
New Zealand	TRIPLE DENSITY GEL HEEL CUPS	584253	8/6/2012
US	TRIPLE DENSITY GEL HEEL CUPS	8,296,969	10/30/2012
Australia	ARTHRITIS AND DIABETES INSOLE	2008326331	3/7/2013
China	Arthritis and Diabetes Insole	ZL200880103294.3	5/2/2012
Hong Kong	ARTHRITIS AND DIABETES INSOLE	HK1147406	1/25/13
New Zealand	ARTHRITIS AND DIABETES INSOLE	583072	3/1/2013
US	ARTHRITIS AND DIABETES INSOLE	8,424,222	4/23/2013
US	CONTOURED SUPPORT INSOLE	D681,321	5/7/2013
US	TRIPLE POD SHOE INSOLE	D627,958	11/30/2010
US	TRIPLE POD SHOE INSOLE	D634,924	3/29/2011
US	SANDAL	D628,779	12/14/2010
US	SANDAL (Contoured Sole Flip-Flop – Divisional)	D634,920	3/29/2011
Australia	SANDAL	334120	12/13/2010
Canada	SANDAL	137867	8/22/11
Canada	SANDAL – DIVISIONAL APPLICATION	139963	8/22/11
China	SANDAL	ZL201030658673.9	7/13/2011
Europe	SANDAL	001245732-0001	02/18/2011
Hong Kong	SANDAL	1002157.6M	6/24/2011

Country	Title	Patent No.	Issue Date
Mexico	SANDAL	35213	1/2/2012
Philippines	SANDAL	3-2010-000778	2/14/2011
Singapore	SANDAL	D2010/1097/G	1/3/2011
South Korea	SANDAL	30-597723	4/27/2011
Taiwan	SANDAL	D144430	12/21/11
US	FOOTBED	D663511	7/17/2012
Australia	SANDAL (footbed)	334119	12/13/2010
Canada	SANDAL / SHOE SOLE	138010	8/22/2011
China	FOOTBED	ZL201030657427.1	7/6/2011
Europe	FOOTBED	001246284-0001	02/18/2011
Hong Kong	FOOTBED	1002158.8	8/26/2011
Mexico	FOOTBED	34984	12/5/2011
Philippines	FOOTBED	3-2010-000779	11/18/2010
Singapore	FOOTBED	D2010/1121/F	1/4/2011
Taiwan	FOOTBED	D145578	3/1/2012
U.S.	SHOE SOLE	6082023	07/04/00
U.S.	HEEL PAD	D448,850	10/2/01
U.S.	INSOLE WITH REBOUNDING AND CUSHIONING AREAS AND ADJUSTABLE ARCH SUPPORT	6,598,319	07/29/03
US	INSOLE WITH IMPROVED CUSHIONING AND ANATOMICAL CENTERING DEVICE	7,107,705	09/19/06
Germany – Utility Model	INSOLE WITH IMPROVED CUSHIONING AND ANATOMICAL CENTERING DEVICE	20321738.1	4/9/09
U.S.	INSOLE DESIGN (IRONMAN DESIGN)	D497,708	11/02/04
European Community	INSOLE DESIGN (IRONMAN DESIGN)	169230-0001	04/23/04
China	INSOLE DESIGN (IRONMAN DESIGN)	ZL200430053877.4	05/11/2005
Hong Kong	INSOLE DESIGN (IRONMAN DESIGN)	0410912.0	04/28/04
Mexico	INSOLE DESIGN (IRONMAN DESIGN)	19126	10/14/05
South Korea	INSOLE DESIGN (IRONMAN DESIGN)	376431	03/03/05
Taiwan	INSOLE DESIGN (IRONMAN DESIGN)	D105010	06/11/2005
Viet Nam	INSOLE DESIGN (IRONMAN DESIGN)	8246	04/12/05
US	INSOLE BOTTOM DESIGN	D515292	2/21/06
European Community	INSOLE BOTTOM DESIGN	169230-002	04/23/04
China	INSOLE BOTTOM DESIGN	Z1 200430053879.3	03/02/05
Hong Kong	INSOLE BOTTOM DESIGN	0410913.2	04/28/04

Country	Title	Patent No.	Issue Date
Mexico	INSOLE BOTTOM DESIGN	19378	09/11/05
South Korea	INSOLE BOTTOM DESIGN	376432	04/03/05
Taiwan	INSOLE BOTTOM DESIGN	D104856	06/01/05
Vietnam	INSOLE BOTTOM DESIGN	8245	4/12/05
U.S.	INSOLE ANATOMICAL CENTERING DESIGN	D497,473	10/26/04
European Community	INSOLE ANATOMICAL CENTERING DESIGN	169230-003	04/23/04
China	INSOLE ANATOMICAL CENTERING DESIGN	2004300538806	04/28/04
Hong Kong	INSOLE ANATOMICAL CENTERING UNIT	0410914.4	04/28/04
Mexico	INSOLE ANATOMICAL CENTERING UNIT	19420	11/14/05
South Korea	INSOLE ANATOMICAL CENTERING DESIGN	376433	03/03/05
Taiwan	INSOLE ANATOMICAL CENTERING DESIGN	D105011	06/11/05
Viet Nam	INSOLE ANATOMICAL CENTERING DESIGN	8247	04/12/2005
U.S.	INSOLE DESIGN (BACKPACKER SERIES)	7,484,319	2/3/09
US	SHOE INSOLE (BACKPACKER SERIES)	7,665,169	2/23/2010
US	SHOE INSOLE (BACKPACKER SERIES)	7,908,768	3/22/2011
US	Shoe Insole	8,250,784	8/28/2012
Australia	SHOE INSOLE (BACKPACKER SERIES)	2006280479	1/5/2012
Australia	Shoe Insole – Backpacker Series – DIVISIONAL	2011236021	1/24/2013
China	SHOE INSOLE (BACKPACKER SERIES)	ZL200680037339.2	4/20/2011
Japan	SHOE INSOLE (BACKPACKER SERIES)	5,043,843	7/20/2012
Mexico	SHOE INSOLE (BACKPACKER SERIES)	288193	7/7/2011
New Zealand	SHOE INSOLE (BACKPACKER SERIES)	565794	5/9/2011
US	SHOE INSOLE	7,721,467	5/25/2010
Australia	SHOE INSOLE (WOMEN'S) CUSHIONING SPORT INSOLE)	2006311956	7/5/2011
New Zealand	SHOE INSOLE (WOMEN'S) CUSHIONING SPORT INSOLE)	567850	11/2/2006

**EXHIBIT "A" - TRADEMARKS**

Country	Title	Reg. Number	Issue Date
U.S.	SPENCO	1517740	12/27/88
U.S.	SPENCO	1571721	12/19/89
U.S.	SPENCO	1521012	01/17/89
U.S.	SPENCO	3,734,167	01/05/10
Argentina	SPENCO	2418590	01/14/11
Argentina	SPENCO	2418592	01/14/11
Argentina	SPENCO	2418593	01/14/11
Austria	SPENCO	255523	03/01/10
Australia	SPENCO	A333253	11/24/82
Australia	SPENCO	754556	7/13/98
Benelux	SPENCO	576521	06/03/96
Brazil	SPENCO	819230073	12/22/98
Brazil	SPENCO	819230081	9/8/98
Canada	SPENCO	280832	06/30/83
Canada	SPENCO	800832	06/27/11
Chile	SPENCO	840340	8/28/98
Chile	SPENCO	717094 Former Reg. No. 434589	11/23/94 Renewed 02/09/05
Chile	SPENCO	719951 Former Reg. No. 436807	01/02/95 Renewed 03/10/05
Chile	SPENCO	714729 Former Reg. No. 435789	12/15/94 Renewed 01/12/05
China	SPENCO	889709	10/28/96
China	SPENCO	1130760	11/28/97
China	SPENCO	1042734	06/28/97
China	SPENCO	1997233	10/07/02
China	SPENCO	7814695	01/21/11
Colombia	SPENCO	160564	06/30/94
Community	SPENCO	127332	12/20/99
Denmark	SPENCO	20487	01/02/87


Country	Title	Reg. Number	Issue Date
Denmark	SPENCO	58941992	07/03/92
Finland	SPENCO	129329	12/07/93
France	SPENCO	1110644 (original reg. no.) 1522596 (renewal reg. no.)	06/13/79 (original issue date) 04/05/89 (renewal issue date)
France	SPENCO	1712815	12/19/91
France	SPENCO	95/586573	09/01/95
United Kingdom	SPENCO	1486525	12/09/94
United Kingdom	SPENCO	1106316	07/02/80
United Kingdom	SPENCO	1486103	02/09/96
United Kingdom	SPENCO	2028830	03/15/96
Germany	SPENCO	2043108	08/23/93
Germany	SPENCO	39531055	05/07/96
Hong Kong	SPENCO	0765297	11/09/95
Hong Kong	SPENCO	0765397	11/09/95
Hong Kong	SPENCO	0769197	12/20/95
Ireland	SPENCO	162557	12/19/91
Ireland	SPENCO	162558	12/19/91
Ireland	SPENCO	162559	12/19/91
Italy	SPENCO	899602 Previous Reg. # 600248	07/12/93
Italy	SPENCO	987445 Former Reg. No. 615542	03/02/94
Japan	SPENCO	2116224	02/21/89
Japan	SPENCO	2165019	08/31/89
Japan	SPENCO	2047209	05/26/88
Japan	SPENCO	4255931	03/26/99
Korea (South)	SPENCO	310137	03/21/95
Korea (South)	SPENCO	40-850391	1/18/11
Mexico	SPENCO	517578	02/23/96
Mexico	SPENCO	517579	02/23/96
Mexico	SPENCO	517580	02/23/96

Country	Title	Reg. Number	Issue Date
Mexico	SPENCO	1140065	01/27/10
Norway	SPENCO	161811	03/17/94
New Zealand	SPENCO	653127	08/29/02
New Zealand	SPENCO	128200	08/06/82
New Zealand	SPENCO	128201	08/06/82
New Zealand	SPENCO	128202	08/06/82
Peru	SPENCO	14246	3/24/95
Philippines	SPENCO	57479	03/24/94
Poland	SPENCO	116176	06/16/00
Portugal	SPENCO	454187	01/29/10
Saudi Arabia	SPENCO	725/11	04/26/04
Saudi Arabia	SPENCO	725/12	04/26/04
Saudi Arabia	SPENCO	725/97	04/27/04
South Africa	SPENCO	873437	05/15/87
South Africa	SPENCO	873438	05/15/87
South Africa	SPENCO	873439	05/15/87
Spain	SPENCO	02891597/6	02/17/10
Sweden	SPENCO	253295	11/12/93
Sweden	SPENCO	223026	04/26/91
Switzerland	SPENCO	394769	07/24/92
Taiwan	SPENCO	379634	10/16/87
Taiwan	SPENCO	792258	01/16/98
Taiwan	SPENCO	787105	12/01/97
Taiwan	SPENCO	768664	07/16/97
Taiwan	SPENCO	990651	03/16/02
Tunisia	SPENCO	EE091021	05/12/10
Turkey	SPENCO	2010/56705	11/01/11
United Arab Emirates	SPENCO	19097	01/03/99
United Arab Emirates	SPENCO	18436	10/01/98

Country	Title	Reg. Number	Issue Date
U.S.	SPENCO AND YELLOW ON GREEN PACKAGE DESIGN	2,275,102	09/07/99
Australia	SPENCO ACTIVE COMFORT	668579	12/31/96
Community	SPENCO ACTIVE COMFORT	5004106	04/16/07
France	SPENCO ACTIVE COMFORT	95/586574	09/01/95
Great Britain	SPENCO ACTIVE COMFORT	2029160	05/17/96
Italy	SPENCO ACTIVE COMFORT	1300745 Previous Reg. # 857130	12/06/01
U.S.	SPENCO FOR HER	3441764	06/03/08
Australia	SPENCO FOR HER	1191662	01/04/08
Canada	SPENCO FOR HER	TMA718494	07/25/08
China	SPENCO FOR HER	6246859	01/14/10
China	SPENCO FOR HER	6246861	03/28/10
Community	SPENCO FOR HER	006179469	08/29/08
Hong Kong	SPENCO FOR HER	300952038	09/11/07
Mexico	SPENCO FOR HER	1013985	11/27/07
Mexico	SPENCO FOR HER	1067271	10/20/08
New Zealand	SPENCO FOR HER	773428	03/13/08
Taiwan	SPENCO FOR HER	1336281	11/01/08
U.S.	SPENCO KIDS	3446094	06/10/08
Australia	SPENCO KIDS	1191663	01/04/08
Canada	SPENCO KIDS	TMA718495	08/25/08
China	SPENCO KIDS	6246860	01/14/10
China	SPENCO KIDS	6246858	03/28/10
Community	SPENCO KIDS	006179477	08/29/08
Hong Kong	SPENCO KIDS	300952010	09/11/07
Mexico	SPENCO KIDS	1011828	11/16/07
Mexico	SPENCO KIDS	1067272	10/20/08
New Zealand	SPENCO KIDS	773424	03/13/08

Country	Title	Reg. Number	Issue Date
Taiwan	SPENCO KIDS	1336282	11/1/08
Switzerland	SPENCO LOVE YOUR FEET	643071	05/03/2013
Australia	SPENCO OUTDOOR SERIES	1109639	08/21/06
Community	SPENCO OUTDOOR SERIES	5026539	04/27/07
New Zealand	SPENCO OUTDOOR SERIES	746585	10/19/06
Finland	SPENCO POLYSORB	126219	05/05/93
France	SPENCO POLYSORB	1712816	12/19/91
Spain	SPENCO POLYSORB	1675050	02/03/95
Switzerland	SPENCO POLYSORB	397924	12/11/92
Community	SPENCO Q FACTOR	5026836	05/18/07
U.S.	SPENCO RX	3446166	06/10/08
Australia	SPENCO RX	1202002	02/18/08
Canada	SPENCO RX	TMA719493	07/25/08
China	SPENCO RX	6319290	02/14/10
China	SPENCO RX	6319291	04/07/10
Community	SPENCO RX	6329494	10/03/07
Hong Kong	SPENCO RX	300965160	10/02/07
Japan	SPENCO RX	5254541	08/07/09
Korea (South)	SPENCO RX	40-765898	10/21/08
Mexico	SPENCO RX	1011952	11/16/07
Mexico	SPENCO RX	1060844	9/17/08
New Zealand	SPENCO RX	776955	4/12/07
Norway	SPENCO RX	243342	01/02/08
Philippines	SPENCO RX	4-2007-011371	08/27/09
Puerto Rico	SPENCO RX	74,899	10/18/07
Puerto Rico	SPENCO RX	74,888	10/18/07
Singapore	SPENCO RX	T0719785H	10/04/07
South Africa	SPENCO RX	2007/22483	05/18/10
South Africa	SPENCO RX	2007/22484	05/18/10



Country	Title	Reg. Number	Issue Date
Hong Kong	SPENCO RX THINSOLE	301878319	04/04/11
Finland	SPENCO SILICORE	126218	05/05/93
Norway	SPENCO SILICORE	159329	09/23/93
Australia	SPENCO THINSOLE	947539	03/17/03
Canada	SPENCO THINSOLE	TMA661250	03/23/06
Community	SPENCO THINSOLE	3102621	12/21/04
Saudi Arabia	SPENCO THINSOLE	80432	09/27/05
Austria	SPENCO 2ND SKIN	146703	04/08/93
Finland	SPENCO 2ND SKIN	126907	07/05/93
France	SPENCO 2ND SKIN	1712817	12/19/91
Germany	SPENCO 2ND SKIN	2043666	08/31/93
New Zealand	SPENCO 2ND SKIN	739892	12/05/05
Norway	SPENCO 2ND SKIN	160240	11/25/93
Portugal	SPENCO 2ND SKIN	279351	09/30/93
Spain	SPENCO 2ND SKIN	1675047	10/05/92
Sweden	SPENCO 2ND SKIN	249210	05/21/93
Switzerland	SPENCO 2ND SKIN	398638	01/14/93
Mexico	SPENCO TOTAL SUPPORT	1351296	02/27/2013
Community	SPENCO TOTAL SUPPORT THE SHAPE THAT FEELS GREAT (& Design) (In Color)	011077633	12/25/12
			
Brunei	SPENCO WITH TULIP DESIGN	17492	05/28/92
Brunei	SPENCO WITH TULIP DESIGN	17491	05/28/92
Brunei	SPENCO WITH TULIP DESIGN	17490	05/28/92
Indonesia	SPENCO WITH TULIP DESIGN	IDM000335016 Former Reg. # 513351 Former Reg. # 321525	10/7/91

Country	Title	Reg. Number	Issue Date
Indonesia	SPENCO WITH TULIP DESIGN	IDM000335014 Previous Reg. # 513354 Previous Reg. # 321853	10/7/91
Indonesia	SPENCO WITH TULIP DESIGN	IDM000335013 Previous Reg. # 513353 Previous Reg. # 321449	10/7/91
Indonesia	SPENCO WITH TULIP DESIGN	IDM000335013 Previous Reg. # 513352 Previous Reg. # 321526	10/7/91
Malaysia	SPENCO WITH TULIP DESIGN	91005179	04/05/96
Malaysia	SPENCO WITH TULIP DESIGN	91005176	09/15/95
Malaysia	SPENCO WITH TULIP DESIGN	91005177	08/23/99
Singapore	SPENCO WITH TULIP DESIGN	T9107836C	8/20/91
Singapore	SPENCO WITH TULIP DESIGN	T9107837A	08/20/91
Singapore	SPENCO WITH TULIP DESIGN	T9107838Z	08/20/91
Thailand	SPENCO WITH TULIP DESIG	153518 (previous reg. # 164141)	04/25/94 (renewed 3/1/02)
Thailand	SPENCO WITH TULIP DESIGN	TM153481 (previous reg. no. 160812)	06/26/92
Thailand	SPENCO WITH TULIP DESIGN	158143 (previous reg. # 160646)	08/26/92 (renewed 5/7/02)
Thailand	SPENCO WITH TULIP DESIGN	153465 (previous reg. # 160812)	03/01/02
Community	ACTIVE COMFORT	5004081	04/20/07
U.S.	AQUAHEAL	4,007,563	08/02/11
Australia	AQUAHEAL	1412380	07/04/11

Country	Title	Reg. Number	Issue Date
Community	AQUAHEAL	009783515	03/03/11
Japan	AQUAHEAL	5510011	07/27/2012
Hong Kong	AQUAHEAL	301848277	03/3/11
Korea (South)	AQUAHEAL	40-0906132	02/22/22
Mexico	AQUAHEAL	1237215	09/08/11
New Zealand	AQUAHEAL	838032	09/09/10
Philippines	AQUAHEAL	4-2011-500351	02/24/12
Switzerland	AQUAHEAL	616004	06/01/11
Taiwan	AQUAHEAL	1490613	12/16/11
U.S.	BEYOND A BANDAGE	4,007,562	08/02/11
Australia	BEYOND A BANDAGE	1412383	08/05/11
Community	BEYOND A BANDAGE	009783598	08/15/11
Japan	BEYOND A BANDAGE	5482748	03/30/12
Korea (South)	BEYOND A BANDAGE	40-0906103	02/22/12
Mexico	BEYOND A BANDAGE	64946	09/08/11
	<u>Slogan Application</u>		
New Zealand	BEYOND A BANDAGE	838033	09/09/10
Switzerland	BEYOND A BANDAGE	616344	06/08/11
Taiwan	BEYOND A BANDAGE	1512876	04/16/12
U.S.	BIG PERFORMANCE WITH A LITTLE FOOTPRINT	3,736,952	01/12/10
Australia	BIG PERFORMANCE WITH A LITTLE FOOTPRINT	1339861	01/07/10
Canada	BIG PERFORMANCE WITH A LITTLE FOOTPRINT	798854	05/31/11
Community	BIG PERFORMANCE WITH A LITTLE FOOTPRINT	008805798	06/28/10
Hong Kong	BIG PERFORMANCE WITH A LITTLE FOOTPRINT	301518101	01/08/10
Korea (South)	BIG PERFORMANCE WITH A LITTLE FOOTPRINT	40-857089	03/15/11
Mexico	BIG PERFORMANCE WITH A LITTLE FOOTPRINT	1208232	03/24/11

Country	Title	Reg. Number	Issue Date
New Zealand	BIG PERFORMANCE WITH A LITTLE FOOTPRINT	818062	07/27/10
Japan	FULL CONTACT COMFORT	5527653	10/12/12
Mexico	FULL CONTACT COMFORT (Slogan Application)	72865	11/29/2012
Mexico	FULL CONTACT COMFORT (Slogan Application)	72754	11/29/2012
Canada	JAM WRAP INTENT TO USE	530623	07/28/00
Canada	LADY SPENCO	513084	07/22/99
Canada	POLYSOFT	679440	01/16/07
U.S.	POLYSORB	1953177	01/30/96
U.S.	POLYSORB	1501412	08/23/88
U.S.	POLYSORB	3,734,165	01/05/10
U.S.	POLYSORB	3,854,854	09/28/10
Australia	POLYSORB	1031521	08/01/05
Australia	POLYSORB	1329825	11/05/09
Australia	POLYSORB	1354146	07/30/10
Brazil	POLYSORB	819230057	06/12/01
Brazil	POLYSORB	819230065	9/8/98
Brunei	POLYSORB	17418	05/02/92
Benelux	POLYSORB	577151	06/03/96
Benelux	POLYSORB	577159	06/03/96
Canada	POLYSORB	578018	03/24/03
Canada	POLYSORB	798853	05/31/11
Canada	POLYSORB	798855	05/31/11
Colombia	POLYSORB	449428	05/14/12
Colombia	POLYSORB	447819	04/30/12
Chile	POLYSORB	480895	3/3/97
China	POLYSORB	1042713	06/28/97
China	POLYSORB	893353	11/07/96
China	POLYSORB	8191780	8191780

Country	Title	Reg. Number	Issue Date
China	POLYSORB	7814694	02/14/11
Community	POLYSORB	127266	06/16/99
Community	POLYSORB	9000787	09/20/10
Denmark	POLYSORB	028621998	08/11/98
Denmark	POLYSORB	77621993	11/05/93
El Salvador	POLYSORB	122 BK-159	09/24/02
Finland	POLYSORB	204427	2/14/97
France	POLYSORB	95/586575	09/01/95
United Kingdom	POLYSORB	1486887	09/09/94
United Kingdom	POLYSORB	2028832	05/10/96
United Kingdom	POLYSORB	2030305	05/17/96
Greece	POLYSORB	125848	02/17/98
Germany	POLYSORB	2039417	06/29/93
Germany	POLYSORB	39531056	05/08/96
Germany	POLYSORB	395317614	04/13/96
Hong Kong	POLYSORB	0321497	11/09/95
Hong Kong	POLYSORB	0769097	12/20/95
Hong Kong	POLYSORB	301577827	04/01/10
Indonesia	POLYSORB	IDM000335011 Previous Reg. # 513350 Previous Reg. # 321450	10/7/91
Ireland	POLYSORB	162556	12/19/91
Italy	POLYSORB	1144841 Previous Reg. # 719456	07/23/97
Italy	POLYSORB	615506	03/02/94
Japan	POLYSORB	2237343	06/28/90
Japan	POLYSORB	5365810	11/05/10
Korea (South)	POLYSORB	40-864872	05/16/11
Korea (South)	POLYSORB	40-876236	08/11/11
Malaysia	POLYSORB	91/05111	04/22/99
Mexico	POLYSORB	421397	09/08/92

Country	Title	Reg. Number	Issue Date
Mexico	POLYSORB	517575	02/23/96
Mexico	POLYSORB	1140066	01/27/10
New Zealand	POLYSORB	258036	03/04/98
New Zealand	POLYSORB	258037	03/04/98
New Zealand	POLYSORB	815319	06/08/09
New Zealand	POLYSORB	821965	10/28/209
Norway	POLYSORB	161660	03/03/94
Norway	POLYSORB	188626	3/5/98
Peru	POLYSORB	14944	04/18/95
Paraguay	POLYSORB	288065 Previous Reg. #181598	10/13/95
Paraguay	POLYSORB	288066 Previous Reg. #181599	10/13/95
Philippines	POLYSORB	58696	07/12/94
Poland	POLYSORB	116066	06/16/00
Portugal	POLYSORB	312126	07/12/96
Saudi Arabia	POLYSORB	725/98	04/27/04
Saudi Arabia	POLYSORB	725/13	04/26/04
Singapore	POLYSORB	T9107835E	08/20/91
Singapore	POLYSORB	T1004408J	04/12/10
South Africa	POLYSORB	919129	10/29/91
South Africa	POLYSORB	2010/07585	12/01/11
Spain	POLYSORB	1983891	12/05/96
Sweden	POLYSORB	313014	05/17/96
Switzerland	POLYSORB	430231	11/06/96
Thailand	POLYSORB	153466 (previous reg. # 160426)	08/26/92 (renewed 3/1/02)
Taiwan	POLYSORB	768665	07/16/97
Taiwan	POLYSORB	990652	03/16/02
Taiwan	POLYSORB	379633	10/16/87
Taiwan	POLYSORB	1441897	12/01/10
Turkey	POLYSORB	2009/31905	5/31/10



Country	Title	Reg. Number	Issue Date
United Arab Emirates	POLYSORB	19098	01/03/99
U.S.	Q FACTOR	3,287,040	08/28/07
Community	Q FACTOR	5026786	06/10/20
Canada	QUICK HEAL	590083	09/17/03
Community	QUICK HEAL	1913904	03/22/02
Japan	QUICK HEAL	4467477	04/13/01
United Kingdom	SECOND SKIN	1226939	09/22/84
U.S.	SILICORE	1208129	09/14/82
U.S.	SILICORE	1525731	02/21/89
U.S.	SILICORE	2022946	12/17/96
Australia	SILICORE	A620336	07/25/95
Austria	SILICORE	140917	03/11/92
Brunei	SILICORE	20679	09/09/91
Canada	SILICORE	525495	03/22/00
China	SILICORE	1018522	05/28/97
China	SILICORE	1710403	02/07/02
Community	SILICORE	1011865	04/10/00
Denmark	SILICORE	22731994	04/15/94
France	SILICORE	1712812	12/19/91
United Kingdom	SILICORE	1486014	06/17/94
Germany	SILICORE	2032992	03/23/93
Hong Kong	SILICORE	0499297	11/09/95
Indonesia	SILICORE	IDM000335015 Previous Reg. # 513355 Previous Reg. # 322859	10/07/91
Ireland	SILICORE	162555	12/19/91
Italy	SILICORE	987381 Former Reg. No. 615507	03/02/94
Japan	SILICORE	4242663	2/19/99
Malaysia	SILICORE	9105109	01/12/94

Country	Title	Reg. Number	Issue Date
Poland	SILICORE	116067	06/16/00
Portugal	SILICORE	279352	09/30/93
Singapore	SILICORE	T9107834G	8/20/91
Sweden	SILICORE	240685	09/25/92
Switzerland	SILICORE	395509	08/24/92
Taiwan	SILICORE	787104	12/01/97
Thailand	SILICORE	153464 (previous reg. # 159695)	06/26/92 (renewed 3/1/02)
Turkey	SILICORE	2009/31912	05/31/10
U.S.	SPENCORE	3,851,525	09/21/10
Australia	SPENCORE	1353741	07/30/10
Canada	SPENCORE	800833	06/27/11
China	SPENCORE	8191781	8191781
China	SPENCORE	8191782	05/07/11
Community	SPENCORE	008997363	09/20/10
Hong Kong	SPENCORE	301577818	04/01/10
Japan	SPENCORE	5355795	09/24/10
Korea (South)	SPENCORE	40-882691	09/28/11
Mexico	SPENCORE	1079365	06/02/10
Mexico	SPENCORE	1202273	02/18/11
New Zealand	SPENCORE	821843	10/29/09
Singapore	SPENCORE	T1004627Z	04/15/10
South Africa	SPENCORE	2010/06923	01/06/12
South Africa	SPENCORE	2010/06924	01/12/12
Taiwan	SPENCORE	1436066	10/16/10
U.S.	THE SHAPE THAT FEELS GREAT	4,325,502	04/23/2013
Japan	THE SHAPE THAT FEELS GREAT	5527654	10/12/12
Mexico	THE SHAPE THAT FEELS GREAT (Slogan Application)	72429	11/20/2012



Country	Title	Reg. Number	Issue Date
Mexico	THE SHAPE THAT FEELS GREAT (Slogan Application)	72755	11/29/2012
U.S.	THINSOLE	4,047,979	11/01/11
Canada	THINSOLE	TMA829,892	08/13/12
China	THINSOLE	9304174	04/21/12
China	THINSOLE	9304292	04/21/12
Japan	THINSOLE	5456097	12/09/11
Korea (South)	THINSOLE	40-0921036	05/23/12
Mexico	THINSOLE	1287808	05/28/12
Mexico	THINSOLE	1233169	08/16/11
Taiwan	THINSOLE	1559167	01/01/2013
U.S.	2ND SKIN	1476483	02/16/88
Australia	2ND SKIN	623011	02/18/94
Brazil	2ND SKIN	819230049	04/03/01
Brunei	2ND SKIN	17642	07/11/92
Benelux	2ND SKIN	627915	11/03/98
Canada	2ND SKIN	335876	12/31/87
Chile	2ND SKIN	841921 (former reg. # 521388)	9/8/98
Chile	2ND SKIN	841915	9/8/98
Chile	2ND SKIN	761159 (former reg. # 461023)	06/28/06 (original issue dt. 05/15/96)
China	2ND SKIN	1437395	08/28/00
Community	2ND SKIN	723387	02/18/00
Community	2ND SKIN	127100	10/15/99
Denmark	2ND SKIN	23051998	6/22/98
United Kingdom	2ND SKIN	1438269	05/18/92
Hong Kong	2ND SKIN	B12961	11/09/95
Indonesia	2ND SKIN	IDM000335017 Previous Reg. # 513349 Previous Reg. # 321905	12/12/91
Ireland	2ND SKIN	162554	12/19/91
Italy	2ND SKIN	987379 Former Reg. No. 615504	03/02/94

Country	Title	Reg. Number	Issue Date
Italy	2ND SKIN	825679	10/04/00
Japan	2ND SKIN	2331289	08/30/91
Malaysia	2ND SKIN	91005110	03/16/05
Mexico	2ND SKIN	619336	08/26/99
Mexico	2ND SKIN	416305	06/17/92
Mexico	2ND SKIN	575628	05/07/98
New Zealand	2ND SKIN	721934	12/14/06
Philippines	2ND SKIN	4-2010-500306	9/9/10
Poland	2ND SKIN	116065	06/16/00
Singapore	2ND SKIN	T98/00367I	01/15/98
Singapore	2ND SKIN	T9107833I	8/20/91
Singapore	2ND SKIN	T98/00368G	01/15/98
South Africa	2ND SKIN	9802091	02/16/98
South Africa	2ND SKIN	919128	10/29/91
South Africa	2ND SKIN	9719652	12/18/97
Taiwan	2ND SKIN	983840	02/16/02
Turkey	2ND SKIN	2010/56714	11/02/11
United Arab Emirates	2ND SKIN	18435	10/01/98
Australia	2ND SKIN QUICK HEAL	873962	04/27/01
Community	2ND SKIN QUICK HEAL	2075349	05/24/02
Japan	2ND SKIN QUICK HEAL	4526502	11/30/01
New Zealand	2ND SKIN QUICK HEAL	636966	09/09/02
Norway	2ND SKIN QUICK HEAL	212516	12/27/01
Switzerland	2ND SKIN QUICK HEAL	494756	03/05/02
Korea (South)	TOTAL SUPPORT	40-0959165	03/18/2013

Country	Title	Reg. Number	Issue Date
Hong Kong	SPENCO TOTAL SUPPORT THE SHAPE THAT FEELS GREAT (& Design) (In Black & White and In Color)   	302327571	07/27/12
U.S.	TULIP BUTTON DESIGN	3,734,166	01/05/10
U.S.	TULIP BUTTON DESIGN	3,868,294	10/26/10
Argentina	TULIP BUTTON DESIGN	2386143	08/12/10
Argentina	TULIP BUTTON DESIGN	2386144	08/12/10
Argentina	TULIP BUTTON DESIGN	2386145	08/12/10
Australia	TULIP BUTTON DESIGN	1324673	10/08/09
Canada	TULIP BUTTON DESIGN	798856	05/31/11
China	TULIP BUTTON DESIGN	7775663	12/21/10
China	TULIP BUTTON DESIGN	7775662	01/07/11
Community	TULIP BUTTON DESIGN	008615593	04/26/10
Finland	TULIP BUTTON DESIGN	248304	02/15/10
Hong Kong	TULIP BUTTON DESIGN	301446642	10/09/09
Indonesia	TULIP BUTTON DESIGN	IDM000305166	05/11/11
Israel	TULIP BUTTON DESIGN	224175	01/09/11
Israel	TULIP BUTTON DESIGN	224164	01/09/11
Israel	TULIP BUTTON DESIGN	224162	01/09/11
Japan	TULIP BUTTON DESIGN	5423906	07/08/11
Malaysia	TULIP BUTTON DESIGN	09018064	06/08/09
Malaysia	TULIP BUTTON DESIGN	09018065	06/08/09
Malaysia	TULIP BUTTON DESIGN	09018066	06/08/09
Mexico	TULIP BUTTON DESIGN	1138788	01/21/10
Mexico	TULIP BUTTON DESIGN	1141943	02/09/10
Mexico	TULIP BUTTON DESIGN	1144041	02/19/10
New Zealand	TULIP BUTTON DESIGN	813899	10/08/09
Singapore	TULIP BUTTON DESIGN	T0911977C	10/20/09

Country	Title	Reg. Number	Issue Date
Taiwan	TULIP BUTTON DESIGN	01423456	08/01/10
Thailand	TULIP BUTTON DESIGN	332072	03/28/11
Thailand	TULIP BUTTON DESIGN	338940	08/30/11
Thailand	TULIP BUTTON DESIGN	348575	05/21/12
United Kingdom	TULIP BUTTON DESIGN	2528832	10/15/09
U.S.	TULIP DESIGN	1491924	06/14/88
U.S.	TULIP DESIGN	1446219	07/07/87
U.S.	TULIP DESIGN	1492095	06/14/88
U.S.	TULIP DESIGN	1521895	01/24/89
Australia	TULIP DESIGN	755669	08/10/98
Canada	TULIP DESIGN	538100	11/30/00
Canada	TULIP DESIGN	527178	04/28/00
Canada	TULIP DESIGN	513085	07/22/99
China	TULIP DESIGN	7775666	12/21/10
China	TULIP DESIGN	7775665	12/28/10
Community	TULIP DESIGN	750372	09/24/99
Community	TULIP DESIGN	1657238	10/01/01
Egypt	TULIP DESIGN	112799	08/21/04
Finland	TULIP DESIGN	209157	02/13/98
United Kingdom	TULIP DESIGN	2029133	08/09/96
Hong Kong	TULIP DESIGN	301445463	10/8/09
Israel	TULIP DESIGN	117822	08/04/99
Japan	TULIP DESIGN	4264143	04/16/99
New Zealand	TULIP DESIGN	288275	08/26/98
Taiwan	TULIP DESIGN	825293	11/16/98
Taiwan	TULIP DESIGN	865529	09/01/99
Taiwan	TULIP DESIGN	856196	06/16/99

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A PROFESSIONAL CORPORATION  
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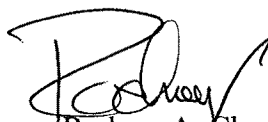
Re: **Bank of America, N.A.; Form PTO-1595**

Dear Sir or Madam:

Please record the enclosed Security Agreement. A check for the filing fee of \$800.00 is enclosed. Please provide notice of recordation.

Sincerely,

**PAKIS, GIOTES, PAGE & BURLESON, P.C.**



Rodney A. Chamness

RAC:blg  
Enclosures

{NATSBK/00126/00117701}