

RECORDATION
11-09-2000

Docket No.:

299/12965



101511225

Tab settings → → → ▼
To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Knit-Rite, Inc.

WRD 11-02-00

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 8/31/2000

2. Name and address of receiving party(ies):

Name: Firststar Bank, N.A.

Internal Address: 12th Floor

Street Address: One Firststar Plaza

City: St. Louis State: MO ZIP: 63101

- Individual(s) citizenship _____
- Association National Banking
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

#75/876,667 #75/649,703
#75/855,793 #75/649,702
#75/824,205 #75/607,067

B. Trademark Registration No.(s)

#2,100,418 #1,658,138 #1,289,939
#1,964,762 #1,552,348 #1,231,519
#1,665,756 #1,380,252 #1,207,095
#1,185,629
#978,000
#962,906

Additional numbers Yes No

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

Name: Mitzi G. Cherry

Internal Address: _____

Street Address: Thompson Coburn LLP

One Firststar Plaza

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved:.....

18

7. Total fee (37 CFR 3.41):.....\$ \$465.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0823 (if deficient only)

DO NOT USE THIS SPACE

11/08/2000 MTHAI1 00000290 75876667

01 FC:481 40.00 OP
02 FC:482 425.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mitzi G. Cherry

Name of Person Signing

Mitzi G. Cherry

Signature

10/30/00

Date

Total number of pages including cover sheet, attachments, and

FIRST AMENDMENT TO
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Amendment") is made and entered into as of the 31st day of August, 2000, by and between KNIT-RITE, INC., a Delaware corporation ("Borrower"), and FIRSTAR BANK, N.A. (which is the successor by merger to Firstar Bank Missouri, National Association, which was formerly known as Mercantile Bank National Association) ("Lender").

WITNESSETH:

WHEREAS, Borrower has heretofore executed and delivered to Lender that certain Patent, Trademark and License Security Agreement dated March 26, 1999 (the "Security Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Security Agreement as amended by this Amendment); and

WHEREAS, Borrower and Lender desire to amend the Security Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration. the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. All references in the Security Agreement to Firstar Bank Missouri, National Association, Mercantile Bank National Association or "Lender" and any other references of similar import shall henceforth mean Firstar Bank, N.A. (which is the successor by merger to Firstar Bank Missouri, National Association, which was formerly known as Mercantile Bank National Association). All references in the Security Agreement to the address for Lender are hereby changed to One Firstar Plaza, 12th Floor, St. Louis, Missouri 63101, Attention: Structured Finance.

2. The first "WHEREAS" clause on page 1 of the Security Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

"WHEREAS, Borrower and Lender are parties to that certain Loan Agreement dated March 26, 1999, as amended by that certain First Amendment to Loan Agreement dated as of June 1, 2000, and that certain Second Amendment to Loan Agreement dated as of August 31, 2000 (as so amended and as the same may from time to time be further amended, modified, extended, renewed or restated, the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and"

3. The fourth "WHEREAS" clause on page 1 of the Security Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

"WHEREAS, this Agreement is being executed in connection with and in addition to that certain Security Agreement dated March 26, 1999, and executed by Borrower in favor of Lender, as amended by that certain First Amendment to Security Agreement dated as of August 31, 2000, and as the same may from time to time be further amended, modified, extended, renewed or restated, pursuant to which Borrower has granted to Lender a security interest in and lien on, among other things, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Borrower and all proceeds thereof;"

4. The Schedules A, B, C, D and E attached to the Security Agreement are hereby deleted in their entirety and the Schedules A, B, C, D and E attached to this Amendment are substituted in lieu thereof.

5. Borrower hereby agrees to reimburse Lender upon demand for all out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Lender in the preparation, negotiation and execution of this Amendment and any and all other agreements, documents, instruments and/or certificates relating to the amendment of Borrower's existing credit facilities with Lender (collectively, the "Loan Documents"). Borrower further agrees to pay or reimburse Lender for (a) any stamp or other taxes (excluding income or gross receipts taxes) which may be payable with respect to the execution, delivery, filing and/or recording of the Loan Documents and (b) the cost of any filings and searches, including, without limitation, Uniform Commercial Code filings and searches. All of the obligations of Borrower under this paragraph shall survive the payment of the Secured Obligations and the termination of the Security Agreement.

6. All references in the Security Agreement to "this Agreement" and any other references of similar import shall henceforth mean the Security Agreement as amended by this Amendment.

7. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Security Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

8. This Amendment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns, except that Borrower may not assign, transfer or delegate any of its rights or obligations under the Security Agreement as amended by this Amendment.

9. Borrower hereby represents and warrants to Lender that:

(a) the execution, delivery and performance by Borrower of this Amendment are within the corporate powers of Borrower, have been duly authorized by all necessary corporate action and require no action by or in respect of, consent of or filing or recording with, any governmental or regulatory body, instrumentality, authority, agency or official or any other Person;

(b) the execution, delivery and performance by Borrower of this Amendment do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, the terms of the Certificate of Incorporation or By-Laws of Borrower, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality authority, agency or official or any agreement, document or instrument to which Borrower is a party or by which Borrower or any of its Property is bound or to which Borrower or any of its Property is subject;

(c) this Amendment has been duly executed and delivered by Borrower and constitutes the legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(d) all of the representations and warranties made by Borrower in the Security Agreement are true and correct in all material respects on and as of the date of this Amendment as if made on and as of the date of this Amendment; and

(e) as of the date of this Amendment, no default or event of default under or within the meaning of the Security Agreement has occurred and is continuing.

10. In the event of any inconsistency or conflict between this Amendment and the Security Agreement, the terms, provisions and conditions contained in this Amendment shall govern and control.

11. This Amendment shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Borrower and Lender have executed this First Amendment to Patent, Trademark and License Security Agreement as of the 31st day of August, 2000.

KNIT-RITE, INC.

By *Christopher H. Vering*
Title: SVP

FIRSTAR BANK, N.A.

By *David B. Myers*
Title: SVP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

On this 31st day of August, 2000, before me personally appeared Christopher H. Vering, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of KNIT-RITE, INC., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Christopher H. Vering acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal) *Jane E. Sparks*
Notary Public

My Commission Expires: 3-4-01

Jane E. Sparks
Notary Public, State of Missouri
County of Platte
My Commission Exp. 03/04/2001

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

On this 31st day of August, 2000, before me appeared Karen D. Myers to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of FIRSTAR BANK, N.A., a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said Karen D. Myers acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

Jane E Sparks
Notary Public

My Commission Expires: 3-4-01

Jane E. Sparks
Notary Public, State of Missouri
County of Platte
My Commission Exp. 03/04/2001

SCHEDULE A

United States Patents

| <u>Patent No.</u> | <u>Date Issued</u> | <u>Description</u> |
|-------------------|--------------------|---|
| 4,840,635 | June 20, 1989 | Full-Fashion Stump Shrinker for the Residual Stump of a Human Amputee |

SCHEDULE B

United States Patent Applications

Application or Serial No.

Patents in Process

09/397,421

Seamless FootSock

SCHEDULE C

United States Trademarks

| MARK | SERIAL/REG. NO. | GOODS/SERVICES |
|---------------------------------------|---|--|
| KNIT-RITE | Serial #72/418,421 Filed 03-15-1972 Reg. #962,906 Issued 07-03-1973 | Stump socks, elastic hosiery, surgical corsets, spinal braces, upper and lower extremity braces, and other medical and surgical appliances in the nature of prosthetic and orthotic devices, and parts and components of such devices, such as below knee joints, above knee joints, ankle joints, back checks, leather fittings and the like in International Class 010 |
| PMD (STYLIZED) | Serial #72/418,423 Filed 03-15-1972 Reg. #976,000 Issued 01-01-1994 | Medical and surgical appliances—namely, braces, slings, splints, collars, supports, bandages, hosiery, [stamp socks,] crutches, canes, walkers, belts, binders, traction equipment, urinals, splinting material; and parts and components thereof, in International Class 005 and 010 |
| CAST-RITE | Serial #73/302,331 Filed 03-23-1981 Reg. #1,185,629 Issued 01-12-1982 | Casting and fracture bracing components—namely, undercast socks and sleeves in International Class 010. |
| COMPRESSOGRIP | Serial #73/283,557 Filed 10-27-1980 Reg. #1,207,095 Issued 09-07-1982 | Elastic stump shrinker, tubular compression bandages and tubular compression stockinettes in International Class 010. |
| SUPER SOCK | Serial #73/267,491 Filed 06-23-1980 Reg. #1,231,519 Issued 03-15-1983 | Prosthetic socks for amputees in International Class 010. No claim is made to the exclusive right to use the word “sock” apart from the mark as shown. (Supplemental Register) |
| KNIT-RITE AND DESIGN (LAMB AND GLOBE) | Serial #73/381,470 Filed 08-23-1982 Reg. # 1,289,939 Issued 08-14-1984 | Medical, surgical and orthopedic equipment and appliances—namely, prosthetic and orthotic devices, such as, below knee joints, above knee joints, ankle joints and back checks; leather fittings, stump socks, elastic hosiery, surgical corsets, spinal braces and upper and lower extremity braces in International Class 010. |
| PP/L SOFT SOCK | Serial #73/501,787 Filed 10-01-1984 Reg. # 1,380,252 Issued 01-28-1986 | Stump socks for amputees in International Class 010. No claim is made to the exclusive right to use “soft sock” apart from the mark as shown. |

| MARK | SERIAL/REG. NO. | GOODS/SERVICES |
|------------------------------|---|---|
| COMPRESSOPAW | Serial #73/720,041 Filed 04-01-1988 Reg. # 1,522,348 Issued 01-31-1989 | Tubular elastic bandages in International Class 005. |
| IMPERIAL PROSTHETIC SOCK | Serial #74/114,390 Filed 11-13-1990 Reg. # 1,658,138 Issued 09-24-1991 | Prosthetic socks in International Class 010. No claim is made to the exclusive right to use "prosthetic sock" apart from the mark as shown. |
| THE BASIC PROSTHETIC SOCK | Serial #74/114,392 Filed 11-13-1990 Reg. # 1,665,756 Issued 11-26-1991 | Prosthetic socks in International Class 010. No claim is made to the exclusive right to use "prosthetic sock" apart from the mark as shown. |
| TORSO-INTERFACE | Serial #74/483,032 Filed 01-27-1994 Reg. #1,964,762 Issued 03-26-1996 | Protective orthotic sleeve to be worn between a brace and the patient's skin in International Class 010. (Supplemental Register) |
| THERASOCK | Serial #75/140,259 Filed 07-26-1996 Reg. #2,100,418 Issued 09-23-1997 | Socks, hosiery and footwear, all for therapeutic use |

SCHEDULE D

United States Trademark Applications

| MARK | SERIAL/REG. NO. | GOODS/SERVICES |
|---|---|--|
| GELBO | Serial #75/607,067 Filed 12-17-1998 | Heel and elbow pads in International Class 010 |
| ACCUCAST | Serial #75/824,205 Filed 10-15-1999 | Impression casting stockinettes and casting socks IN International Class 010 |
| SMARTKNIT | Serial #75/649,702 Filed 03-01-1999 | Socks for diabetics in International Class 010 |
| SURVIVAL SOCK | Serial #75/649, 703 Filed 03-01-1999 | Socks for diabetics in International Class 010 |
| ELEGANT SUPPORT BY THERAFIRM (STYLIZED) | Serial #75/876,667 Filed 12/20/99 | |
| THERAFIRM | Serial #75/855,793 Filed 11/22/99 | |

SCHEDULE E

Licenses

NONE