

09-24-2001



Form PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

101852563

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof

1. Name of conveying party(ies):

ERGODYNE CORPORATION *09/19/01*
 1410 Energy Park Drive, Suite One
 St. Paul, MN 55108

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Minnesota
 Other _____

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

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

WELLS FARGO BANK MINNESOTA,
 NATIONAL ASSOCIATION
 Wells Fargo Center
 Sixth Street and Marquette Avenue
 Minneapolis, MN 55479

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Delaware
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 27, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

A. Trademark Application No(s). and description B. Trademark Registration No(s). and description

(See Annex to Trademark Recordation attached)

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

Elizabeth M. DeMinico
 FAEGRE & BENSON LLP
 2200 Wells Fargo Center
 90 South Seventh Street
 Minneapolis, MN 55402-3901
 612/766-8321

09/21/2001 LNUELLER 00000216 1483136

01 FC:481 40.00 OP
02 FC:482 475.00 OP

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41) \$515.00

Enclosed - PTO-2038 Credit Card Form in the amount of \$515.00
 Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

DO NOT USE THIS SPACE

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.

Elizabeth M. DeMinico *Elizabeth M. DeMinico* September 14, 2001
 Name of person signing Signature Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to: Director - U.S. Patent and Trademark Office, Box Assignments Washington, D.C. 20231

16056-111935

Annex to Trademark Recordation Cover Sheet
for Patent and Trademark Security Agreement (Section 4)

Registered Trademarks:

Country	Number	Description	File Date	Reg. Date
US	1,483,136	ProFlex	14-Oct-86	5-Apr-88
US	1,772,842	Workflex	6-Apr-92	25-May-93
US	1,825,787	WorkSmart	22-May-92	8-Mar-94
US	1,897,440	Ask Me About My Back Support	25-Feb-94	6-Jun-95
US	1,899,740	Products For Occupational Athletes	10-Mar-92	13-Jun-95
US	1,912,792	ErgoU	28-Dec-93	15-Aug-95
US	1,931,856	Ergodyne	10-Mar-92	31-Oct-95
US	1,947,318	Ergoman	3-Dec-93	9-Jan-96
US	2,012,516	Sticky Fingers	3-Nov-94	29-Oct-96
US	2,034,990	FRED & DESIGN	12-Jul-95	4-Feb-97
US	2,433,000	E.R.G.	16-Jul-99	6-Mar-01
US	2,453,598	Ergogeeks	21-Aug-98	22-May-01

Trademark Applications:

Country	Number	Description	File Date	Reg. Date
US	75/540591	ROE	21-Aug-98	n/a
US	75/752786	Ergonomic Resource Group (ERG)	16-Jul-99	n/a
US	76/160672	Return on Ergonomics (ROE)	7-Nov-00	n/a
US	76/161185	ROE	7-Nov-00	n/a
US	75/436885	On3	19-Feb-98	n/a
US	75/541020	Return on Ergonomics (ROE)	21-Aug-98	n/a
US	75/845636	Nu2O2	10-Nov-99	n/a
US	76/161182	Ergodyne	7-Nov-00	n/a

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of June²⁷, 2001, is made by and between ERGODYNE CORPORATION, a Minnesota corporation whose address and principal place of business is 1410 Energy Park Drive, Suite One St. Paul, MN, (the "Debtor"), and WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, a national banking association formerly known as Norwest Bank Minnesota, National Association, whose address and principal place of business is Wells Fargo Center, Sixth Street and Marquette Avenue, Minneapolis, Minnesota 55479 (the "Secured Party").

Recitals

The Debtor and the Secured Party have entered into a Credit and Security Agreement dated as of February 25, 1994, as amended by a First Amendment to Credit Agreement dated as of March 16, 1995, a Second Amendment to Credit Agreement dated as of September 1, 1995, a Third Amendment to Credit and Security Agreement dated as of June 30, 1997, a Fourth Amendment to Credit and Security Agreement dated as of September 24, 1998, a Fifth Amendment to Credit and Security Agreement dated as of June 18, 1999, a Sixth Amendment to Credit and Security Agreement dated as of April 18, 2000, a Seventh Amendment to Credit and Security Agreement dated as of October 13, 2000, an Eighth Amendment to Credit and Security Agreement and Waiver of Defaults dated as of April 16, 2001 and a Ninth Amendment to Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated,

independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

“Patents” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Trademarks” means all of the Debtor’s right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the “Security Interest”), in the Patents and in the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor’s board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor’s lawful, binding and legally enforceable obligation. The correct name of the Debtor is Ergodyne Corporation. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof.

(c) ***Trademarks.*** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) ***Title.*** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and

encumbrances, except the Security Interest. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) **No Sale.** The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** The Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

(g) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under

Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful

acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

WELLS FARGO BANK MINNESOTA,
NATIONAL ASSOCIATION

By *Kim Leppanen*
Kim Leppanen
Its Vice President

ERGODYNE CORPORATION

By *[Signature]*
Thomas F. Votel
Its President and Chief Executive Officer

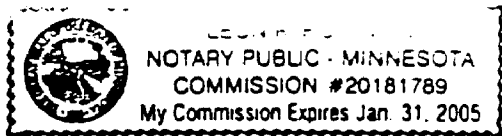
And

By *Leon R. Hoffmann*
Leon R. Hoffmann
Its Vice President, Finance and Operations

MI:764479.01

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of June, 2001, by Thomas F. Votel and Leon R. Hoffmann, the President and Chief Executive Officer and the Vice President, Finance and Operations, respectively, of Ergodyne Corporation, a Minnesota corporation, on behalf of the corporation.



Leon R. Hoffmann
Notary Public

STATE OF MINNESOTA)
)
COUNTY OF *Hennepin*)

The foregoing instrument was acknowledged before me this 28th day of August, 2001, by Kim Leppanen, a Vice President of Wells Fargo Bank Minnesota, National Association, a national banking association, on behalf of said association.



Constance Nesbitt
Notary Public

Exhibit A (Patents)
to Patent Trademark Security Agreement

File No.	Country	Number	Description	Type	Prod	File Date	Issue Date
	Austria	AT 120083 E	Wrist Rest	Appln		9-Jan-92	15-Apr-95
	Australia	AU 70796	Vibration Damping Member and Method of Making Same	Appln		25-Aug-00	19-Mar-01
	Australia	AU 42071	Device for Patient Pullup, Rollover, & Transfer & Methods Therefor	Appln		7-Apr-00	23-Oct-00
	Australia	AU 71064	Patient Transfer Systems	Appln		8-Apr-98	30-Oct-98
	Australia	AU 50817	Wrist Rest	Appln		10-Oct-97	11-May-98
	Australia	AU 655907	Adjustable foot rest	Patent		6-May-93	12-Jan-95
	Australia	AU 71091	Patient Transfer System	Appln		13-Sep-96	1-Apr-97
	Australia	AU 698307	Wrist Support and Wrist Support Stay	Patent		2-Nov-94	29-Oct-98
	Australia	AU 47484	Support stay	Appln		20-Sep-93	11-Aug-94
	Australia	AU 32122	Back Support	Appln		29-Jan-93	28-Oct-93
	Australia	AU 645416	Back Support with Side Openings and Attached Apron	Patent		23-Apr-92	13-Jan-94
	Australia	AU 636262	Wrist Rest	Patent		31-Dec-91	22-Apr-93
	Canada	CA 2,097,105	Adjustable foot rest	Appln		27-May-93	13-Feb-94
	Canada	CA 2,231,995	Patient Transfer Systems	Appln		13-Sep-96	20-Mar-97
	Canada	CA 2,175,052	Wrist Support and Wrist Support Stay	Appln		2-Nov-94	11-May-95
	Canada	CA 2,106,445	Support stay	Patent		17-Sep-93	25-Nov-97
	Canada	CA 2,100,629	Weight Lifting Support Belt	Appln		15-Jul-93	5-Feb-94
	Canada	CA 2,089,213	Back Support	Appln		10-Feb-93	24-Oct-93
	Canada	CA 2,066,836	Back Support with Side Openings and Attached Apron	Appln		22-Apr-92	24-Oct-92
	Canada	CA 2,285,956	Patient Transfer System	Appln		8-Oct-99	
.031CA01	Canada	CA 2,020,908	Improved back support - V Shape	Patent	BS-Vshpe	11-Jul-90	31-May-94
.038CA01	Canada	CA 2,056,495	Wrist rest - Adj Height	Patent	WR-Adj	28-Nov-91	5-Apr-94
.101CA01	Canada	CA 2,106,445	Support stay (Sticky Fingers)	Patent	BS - SF	17-Sep-93	25-Nov-97
.15-CA-01	Canada	CA Des.87719	LTD - Caddy Design	Patent	On3	5-May-98	30-Sep-99
	Denmark	DK 583556 T3	Adjustable foot rest	Patent		17-May-93	29-Sep-97
	Denmark	DK 510294 T3	Wrist Rest	Patent		9-Jan-92	6-Jun-95
	Denmark	DK 459082 T3	Back Support	Patent		13-Feb-91	17-Jul-95
	Europe	EP 0 984 760	Patient Transfer System	Appln		8-Apr-98	15-Mar-00
	Europe	EP 0 865 245	Patient Transfer Systems	Appln		13-Sep-96	3-Nov-99
	Europe	EP 0 726 748	Wrist Support and Wrist Support Stay	Appln		2-Nov-94	12-Nov-97
	Europe	EP 0 619 103	Support Stay	Appln		20-Sep-93	12-Oct-94
	Europe	EP 0 566 827	Back Support	Appln		30-Jan-93	27-Oct-93
	Europe	EP 0 510 964	Back Support with Side Openings and Attached Apron	Appln		23-Apr-92	28-Oct-92
.031EP01	Europe	EP 0 459 082	Improved back support - V Shape	Patent	BS-Vshpe	13-Feb-91	26-Apr-95
.038EP01	Europe	EP 0 510 294	Wrist rest - Adj Height	Patent	WR-Adj	9-Jan-92	22-Mar-95
.065EP01	Europe	EP 0 583 556	Adjustable foot rest	Patent	FR-Adjust	17-May-93	30-Jul-97
.031FREP	France	EP 0 459 082	Improved back support - V Shape	Patent	BS-Vshpe	13-Feb-91	26-Apr-95
.038FREP	France	EP 0 510 294	Wrist rest - Adj Height	Patent	WR-Adj	9-Jan-92	22-Mar-95

Exhibit A (Patents)
to Patent Trademark Security Agreement

File No.	Country	Number	Description	Type	Prod	File Date	Issue Date
.065FREP	France	EP 0 583 556	Adjustable foot rest	Patent	FR-Adjust	17-May-93	30-Jul-97
.15-FR-01	France	FR Des.982741	LTD - Caddy Design	Patent	On3	5-May-98	5-May-98
.031DEEP	Germany	DE 691 09 180	Improved back support - V Shape	Patent	BS-Vshpe	13-Feb-91	31-Aug-95
.038DEEP	Germany	DE 692 01 744	Wrist rest - Adj Height	Patent	WR-Adj	9-Jan-92	13-Jul-95
.065DEEP	Germany	DE 693 12 600	Adjustable foot rest	Patent	FR-Adjust	17-May-93	19-Mar-98
.15-DE-01	Germany	M 98 04 535.0	LTD - Caddy Design	Patent	On3	5-May-98	16-Nov-98
.15-GB-01	Gr Britain	GB Des.207443	LTD - Caddy Design	Patent	On3	5-May-98	5-Nov-97
	Gr.						
.031GBEP	Britain	EP 0 459 082	Improved back support - V Shape	Patent	BS-Vshpe	13-Feb-91	26-Apr-95
	Gr.						
.038GBEP	Britain	EP 0 510 294	Wrist rest - Adj Height	Patent	WR-Adj	9-Jan-92	22-Mar-95
	Gr.						
.065GBEP	Britain	EP 0 583 556	Adjustable foot rest	Patent	FR-Adjust	17-May-93	30-Jul-97
.031ITEP	Italy	EP 0 459 082	Improved back support - V Shape	Patent	BS-Vshpe	13-Feb-91	26-Apr-95
.038ITEP	Italy	EP 0 510 294	Wrist rest - Adj Height	Patent	WR-Adj	9-Jan-92	22-Mar-95
.065ITEP	Italy	EP 0 583 556	Adjustable foot rest	Patent	FR-Adjust	17-May-93	30-Jul-97
	Japan	11512322 T2	Patient Transfer Systems	Appln		13-Sep-96	26-Oct-99
			Wrist Support and Wrist Support				
	Japan	9504720 T2	Stay	Appln		2-Nov-94	13-May-97
	Japan	6237951 A2	Support Stay	Appln		29-Nov-93	30-Aug-94
	Mexico	9306471 A1	Support Stay	Appln		18-Oct-93	31-Aug-94
	Mexico	9304867 A1	Adjustable foot rest	Appln		11-Aug-93	31-May-94
.038ESEP	Spain	ES 2,071,350	Wrist rest - Adj Height	Patent	WR-Adj	9-Jan-92	16-Jun-95
.065ESEP	Spain	ES 2,108,163	Adjustable foot rest	Patent	FR-Adjust	17-May-93	16-Dec-97
.031ESEP	Spain	ES 2,071,848	Improved back support - V Shape	Patent	BS-Vshpe	13-Feb-91	1-Jul-95
.002US01	US	US 4,559,042	Hypodermic Syringe Enclosure	Patent	Syringe	6-Jan-84	17-Dec-85
.026US01	US	US 5,040,524	Improved back support - V Shape	Patent	BS-Vshpe	30-Apr-90	20-Aug-91
.038US01	US	US 5,088,668	Wrist rest - Adj Height	Patent	WR-Adj	26-Apr-91	18-Feb-92
.036US01	US	US 5,148,549	Back Support with Apron	Patent	BS-Apron	23-Apr-91	22-Sep-92
.031US01	US	US 5,176,131	Improved back support - V Shape	Patent	BS-Vshpe	21-Jun-90	5-Jan-93
.046US01	US	US 5,241,704	Back Support - Cumberbund	Patent	BS	23-Apr-92	7-Sep-93
	US	US 5,288,042	Wrist Rest Support System	Patent		12-Aug-92	22-Feb-94
.065US01	US	US 5,294,180	Adjustable foot rest	Patent	FR-Adjust	12-Aug-92	15-Mar-94
.092US01	US	US 5,309,570	Kneepad	Patent	Kneepad	27-Jul-93	10-May-94
.088US01	US	US 5,388,273	Support stay (Sticky Fingers)	Patent	BS - SF	5-Feb-93	14-Feb-95
.058US01	US	US 5,397,296	Wrist support & stay	Patent	WS-OC Sta	2-Nov-93	14-Mar-95
.101US01	US	US 5,426,791	Support stay (Sticky Fingers)	Patent	BS - SF	11-Aug-93	27-Jun-95
.058US02	US	US 5,484,392	Wrist support & stay	Patent	WS-OC Sta	14-Dec-92	16-Jan-96
.01-US-01	US	US 5,737,781	On3 LTD Winch, Straps & Clamps	Patent	On3	13-Sep-95	14-Apr-98
.05-US-01	US	US 5,890,238	On3 Portable Patient Transfer	Patent	On3	13-Sep-96	6-Apr-99
.039US01	US	US Des.337,46	Wrist rest - Adj Height - Design	Patent	WR-Adj	26-Apr-91	20-Jul-93
.121US01	US	US Des.360467	4020 wrist support - Design	Patent	OC Stay	6-Sep-94	18-Jul-95
.15-US-01	US	US Des.402,434	LTD - Caddy Design	Patent	On3	5-Nov-97	8-Dec-98
.16-US-01	US	US Des.413.285	LTD - Transfer Rod Design	Patent	On3	28-Jan-98	31-Aug-99
			Vibration Damping Member and				
	WO	01/13748	Method of Making Same	Appln		25-Aug-00	1-Mar-01

Exhibit A (Patents)
to Patent Trademark Security Agreement

File No.	Country	Number	Description	Type	Prod	File Date	Issue Date
WO		00/59441	Device for Patient Pullup, Rollover, & Transfer & Methods Therefor	Appln		7-Apr-00	12-Oct-00
WO		00/23026	Patient Transfer and Repositioning System	Appln		13-Oct-99	27-Apr-00
WO		98/44889	Patient Transfer System	Appln		8-Apr-98	15-Oct-98
WO		98/16170	Wrist Rest	Appln		10-Oct-97	23-Apr-98
WO		97/09896	Patient Transfer Systems	Appln		13-Sep-96	20-Mar-97
WO		95/12372	Wrist Support and Wrist Support Stay	Appln		2-Nov-94	11-May-95

Exhibit B
(Trademarks) to Ergodyne Patent and Trademark Security Agreement

File No.	Country	Number	Description	Type	Prod	File Date	Issue Date
.056US01	US	1912792	ErgoU	RSM	Corp	28-Dec-93	15-Aug-95
.128US01	US	2034990	FRED & DESIGN	RSM	Corp	12-Jul-95	4-Feb-97
.25-US-01	US	2,453,598	Ergogeeks	RSM	Gen	21-Aug-98	22-May-01
.015AR01	Argentina	1523625	Ergodyne	RTM	Corp	25-Oct-93	31-May-94
.041BN01	Benelux	539455	WorkSmart	RTM	WS	27-Sep-93	27-Sep-93
.015BN01	Benelux	541704	Ergodyne	RTM	Corp	27-Sep-93	27-Sep-93
.107BN01	Benelux	563,556	Sticky Fingers	RTM	PF	18-Nov-94	18-Nov-94
.015CA01	Canada	TMA422666	Ergodyne	RTM	Corp	13-Jul-92	28-Jan-94
.010CA01	Canada	350514	ProFlex	RTM	PF	19-Mar-87	27-Jan-89
	Canada	TMA546525	ON 3	RTM		4-Jun-98	13-Jun-01
			ERGONOMICS RESOURCE				
	Canada	104307800	GROUP (E.R.G.)	RTM		18-Jan-00	
.041CL01	Chile	430873	WorkSmart	RTM	WS	29-Nov-93	1-Sep-94
.010CL01	Chile	430871	ProFlex	RTM	PF	29-Nov-93	1-Sep-94
.015CL01	Chile	430872	Ergodyne	RTM	Corp	29-Nov-93	1-Sep-94
.041CO01	Columbia	161725	WorkSmart	RTM	WS	4-Nov-93	15-Jun-94
.015CO01	Columbia	161726	Ergodyne	RTM	Corp	4-Nov-93	15-Jun-94
.010CO01	Columbia	162239	ProFlex	RTM	PF	4-Nov-93	15-Jun-94
.107CO01	Columbia	177588	Sticky Fingers	RTM	PF	29-Nov-94	30-May-95
	Europe						
.20-EU-01	(CTM)	842773	Get On3	RTM	On3	4-Jun-98	17-Nov-99
	Europe						
.21-EU-01	(CTM)	842781	On3	RTM	On3	4-Jun-98	17-Nov-99
	Europe						
	(CTM)	1642081	Nu2O2	RTM		5-May-00	
.041FR01	France	486295/93	WorkSmart	RTM	WS	5-Oct-93	5-Oct-93
.107FR01	France	545975/94	Sticky Fingers	RTM	PF	23-Nov-94	23-Nov-94
.010FR01	France	486296/93	ProFlex	RTM	PF	5-Oct-93	5-Oct-93
.015FR01	France	486297/93	Ergodyne	RTM	Corp	5-Oct-93	5-Oct-93
.041DE01	Germany	2080348	WorkSmart	RTM	WS	30-Sep-93	12-Oct-94
.107DE01	Germany	2573943	Sticky Fingers	RTM	PF	19-Nov-94	16-Aug-95
.010DE01	Germany	1,168,427	ProFlex	RTM	PF	15-Dec-89	23-Nov-90
.015DE01	Germany	2,080,349	Ergodyne	RTM	Corp	30-Sep-93	12-Oct-94
.041GB01	Gr. Britain	1550046	WorkSmart	RTM	WS	2-Oct-93	9-Dec-94
.015GB01	Gr. Britain	1550048	Ergodyne	RTM	Corp	2-Oct-93	17-Feb-95
.010GB01	Gr. Britain	B1550099	ProFlex	RTM	PF	2-Oct-93	28-Apr-95
.107GB01	Gr. Britain	2004149	Sticky Fingers	RTM	PF	1-Dec-94	13-Oct-95
.015IT01	Italy	665238	Ergodyne	RTM	Corp	6-Oct-93	11-Dec-95
.041IT01	Italy	00665240	WorkSmart	RTM	WS	9-Jul-93	25-Dec-96
.010IT01	Italy	665239	ProFlex	RTM	PF	6-Oct-93	11-Dec-95
.015JP01	Japan	3235287	Ergodyne	RTM	Corp	9-Jul-93	25-Dec-96
.041JP01	Japan	3235288	WorkSmart	RTM	WS	9-Jul-93	25-Dec-96
.010JP01	Japan	3359307	ProFlex	RTM	PF	9-Jul-93	14-Nov-97
.015MX0	Mexico	451638	Ergodyne	RTM	Corp	15-Dec-93	7-Feb-94
.010MX0	Mexico	460727	ProFlex	RTM	PF	15-Dec-93	17-May-94
.041MX0	Mexico	460728	WorkSmart	RTM	WS	15-Dec-93	17-May-94
.107MX0	Mexico	485292	Sticky Fingers	RTM	PF	30-Nov-94	17-Mar-95

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.21-MX-0	Mexico	587930	On3	RTM	On3	3-Jul-98	28-Sep-98
.20-MX-0	Mexico	587931	Get On3	RTM	On3	3-Jul-98	28-Sep-98
.010NO01	Norway	171672	ProFlex	RTM	PF	15-Apr-94	28-Mar-96
.015NO01	Norway	171673	Ergodyne	RTM	Corp	15-Apr-94	28-Mar-96
.041NO01	Norway	171674	WorkSmart	RTM	WS	15-Apr-94	28-Mar-96
.015ES01	Spain	1783268M3	Ergodyne	RTM	Corp	7-Oct-93	5-Sep-94
.041ES01	Spain	1783269M1	WorkSmart	RTM	WS	7-Oct-93	5-Sep-94
.010US01	US	1483136	ProFlex	RTM	PF	14-Oct-86	5-Apr-88
.041US01	US	1825787	WorkSmart	RTM	WS	22-May-92	8-Mar-94
.015US01	US	1931856	Ergodyne	RTM	Corp	10-Mar-92	31-Oct-95
.107US01	US	2012516	Sticky Fingers	RTM	PF	3-Nov-94	29-Oct-96
.109BN01	Benelux	549246	Ergoman	RTSM	Corp	20-Apr-94	20-Apr-94
.109FR01	France	517010/94	Ergoman	RTSM	Corp	22-Apr-94	16-Dec-94
.109DE01	Germany	2088933	Ergoman	RTSM	Corp	21-Apr-94	30-Dec-94
.109GB01	Gr. Britain	1569389	Ergoman	RTSM	Corp	21-Apr-94	30-Jun-95
.109IT01	Italy	695536	Ergoman	RTSM	Corp	5-May-94	13-Dec-96
.109ES01	Spain	1905148M4	Ergoman	RTSM	Corp	26-May-94	3-Feb-95
.109US01	US	1947318	Ergoman	RTSM	Corp	3-Dec-93	9-Jan-96
.27-US-01	US	75/540591	ROE	SM	ERG	21-Aug-98	
			Ergonomic Resource Group				
.45-US-01	US	75/752786	(ERG)	SM	ERG	16-Jul-99	
.60-US-01	US	76/160672	Return on Ergonomics (ROE)	SM	ERG	7-Nov-00	
.59-US-01	US	76/161185	ROE	SM	ERG	7-Nov-00	
.42-US-01	US	2433000	E.R.G.	TM	ERG	16-Jul-99	6-Mar-01
.21-US-01	US	75/436885	On3	TM	On3	19-Feb-98	
.28-US-01	US	75/541020	Return on Ergonomics (ROE)	TM	On3	21-Aug-98	
.48-US-01	US	75/845636	Nu2O2	TM	Gloves	10-Nov-99	
.46-US-01	US	76/161182	Ergodyne	TM	Ergodyne	7-Nov-00	
	US	1897440	Ask Me About My Back Support	TM		25-Feb-94	6-Jun-95
	US	1772842	Workflex	TM		6-Apr-92	25-May-93
			Products For Occupational				
	US	1899740	Athletes	TM		10-Mar-92	13-Jun-95
Trademarks:							
.056US01	US	1912792	ErgoU	RSM	Corp	28-Dec-93	15-Aug-95
.128US01	US	2034990	FRED & DESIGN	RSM	Corp	12-Jul-95	4-Feb-97
.25-US-01	US	2,453,598	Ergogeeks	RSM	Gen	21-Aug-98	22-May-01
.015AR01	Argentina	1523625	Ergodyne	RTM	Corp	25-Oct-93	31-May-94
.041BN01	Benelux	539455	WorkSmart	RTM	WS	27-Sep-93	27-Sep-93
.015BN01	Benelux	541704	Ergodyne	RTM	Corp	27-Sep-93	27-Sep-93
.107BN01	Benelux	563,556	Sticky Fingers	RTM	PF	18-Nov-94	18-Nov-94
.015CA01	Canada	TMA422666	Ergodyne	RTM	Corp	13-Jul-92	28-Jan-94
.010CA01	Canada	350514	ProFlex	RTM	PF	19-Mar-87	27-Jan-89
	Canada	TMA546525	ON 3	RTM		4-Jun-98	13-Jun-01
			ERGONOMICS RESOURCE				
	Canada	104307800	GROUP (E.R.G.)	RTM		18-Jan-00	
.041CL01	Chile	430873	WorkSmart	RTM	WS	29-Nov-93	1-Sep-94
.010CL01	Chile	430871	ProFlex	RTM	PF	29-Nov-93	1-Sep-94
.015CL01	Chile	430872	Ergodyne	RTM	Corp	29-Nov-93	1-Sep-94

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.041CO01	Columbia	161725	WorkSmart	RTM	WS	4-Nov-93	15-Jun-94
.015CO01	Columbia	161726	Ergodyne	RTM	Corp	4-Nov-93	15-Jun-94
.010CO01	Columbia	162239	ProFlex	RTM	PF	4-Nov-93	15-Jun-94
.107CO01	Columbia	177588	Sticky Fingers	RTM	PF	29-Nov-94	30-May-95
	Europe						
.20-EU-01	(CTM)	842773	Get On3	RTM	On3	4-Jun-98	17-Nov-99
	Europe						
.21-EU-01	(CTM)	842781	On3	RTM	On3	4-Jun-98	17-Nov-99
	Europe						
	(CTM)	1642081	Nu2O2	RTM		5-May-00	
.041FR01	France	486295/93	WorkSmart	RTM	WS	5-Oct-93	5-Oct-93
.107FR01	France	545975/94	Sticky Fingers	RTM	PF	23-Nov-94	23-Nov-94
.010FR01	France	486296/93	ProFlex	RTM	PF	5-Oct-93	5-Oct-93
.015FR01	France	486297/93	Ergodyne	RTM	Corp	5-Oct-93	5-Oct-93
.041DE01	Germany	2080348	WorkSmart	RTM	WS	30-Sep-93	12-Oct-94
.107DE01	Germany	2573943	Sticky Fingers	RTM	PF	19-Nov-94	16-Aug-95
.010DE01	Germany	1,168,427	ProFlex	RTM	PF	15-Dec-89	23-Nov-90
.015DE01	Germany	2,080,349	Ergodyne	RTM	Corp	30-Sep-93	12-Oct-94
.041GB01	Gr. Britain	1550046	WorkSmart	RTM	WS	2-Oct-93	9-Dec-94
.015GB01	Gr. Britain	1550048	Ergodyne	RTM	Corp	2-Oct-93	17-Feb-95
.010GB01	Gr. Britain	B1550099	ProFlex	RTM	PF	2-Oct-93	28-Apr-95
.107GB01	Gr. Britain	2004149	Sticky Fingers	RTM	PF	1-Dec-94	13-Oct-95
.015IT01	Italy	665238	Ergodyne	RTM	Corp	6-Oct-93	11-Dec-95
.041IT01	Italy	00665240	WorkSmart	RTM	WS	9-Jul-93	25-Dec-96
.010IT01	Italy	665239	ProFlex	RTM	PF	6-Oct-93	11-Dec-95
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.015MX0	Mexico	451638	Ergodyne	RTM	Corp	15-Dec-93	7-Feb-94
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.21-MX-0	Mexico	587930	On3	RTM	On3	3-Jul-98	28-Sep-98
.20-MX-0	Mexico	587931	Get On3	RTM	On3	3-Jul-98	28-Sep-98
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.015NO01	Norway	171673	Ergodyne	RTM	Corp	15-Apr-94	28-Mar-96
.041NO01	Norway	171674	WorkSmart	RTM	WS	15-Apr-94	28-Mar-96
.015ES01	Spain	1783268M3	Ergodyne	RTM	Corp	7-Oct-93	5-Sep-94
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.107US01	US	2012516	Sticky Fingers	RTM	PF	3-Nov-94	29-Oct-96
.109BN01	Benelux	549246	Ergoman	RTSM	Corp	20-Apr-94	20-Apr-94
.109FR01	France	517010/94	Ergoman	RTSM	Corp	22-Apr-94	16-Dec-94
.109DE01	Germany	2088933	Ergoman	RTSM	Corp	21-Apr-94	30-Dec-94
.109GB01	Gr. Britain	1569389	Ergoman	RTSM	Corp	21-Apr-94	30-Jun-95
.109IT01	Italy	695536	Ergoman	RTSM	Corp	5-May-94	13-Dec-96
.109ES01	Spain	1905148M4	Ergoman	RTSM	Corp	26-May-94	3-Feb-95

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.109US01	US	1947318	Ergoman	RTSM	Corp	3-Dec-93	9-Jan-96
.27-US-01	US	75/540591	ROE	SM	ERG	21-Aug-98	
			Ergonomic Resource Group				
.45-US-01	US	75/752786	(ERG)	SM	ERG	16-Jul-99	
.60-US-01	US	76/160672	Return on Ergonomics (ROE)	SM	ERG	7-Nov-00	
.59-US-01	US	76/161185	ROE	SM	ERG	7-Nov-00	
.42-US-01	US	2433000	E.R.G.	TM	ERG	16-Jul-99	6-Mar-01
.21-US-01	US	75/436885	On3	TM	On3	19-Feb-98	
.28-US-01	US	75/541020	Return on Ergonomics (ROE)	TM	On3	21-Aug-98	
.48-US-01	US	75/845636	Nu2O2	TM	Gloves	10-Nov-99	
.46-US-01	US	76/161182	Ergodyne	TM	Ergodyne	7-Nov-00	
	US	1897440	Ask Me About My Back Support	TM		25-Feb-94	6-Jun-95
	US	1772842	Workflex	TM		6-Apr-92	25-May-93
			Products For Occupational				
	US	1899740	Athletes	TM		10-Mar-92	13-Jun-95