

10-15-2003

10-10-03

Form (Rev OME



TION FORM COVER SHEET REMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab 102574155

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

1. Name of conveying party(ies):

The Braun Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

2. Name and address of receiving party(ies)

Name: Bank One, NA

Internal

Address:

Street Address: Mail Code 1N1-7327, 121 West Franklin Street

City: Elkhart State: Indiana Zip: 46515

- Individual(s) citizenship, Association national banking association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

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

Execution Date: 09/16/2003

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

A. Trademark Application No.(s) 76322548

B. Trademark Registration No.(s) 2414697

Additional number(s) attached Yes No

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

Name: Julia Spoor Gard

Internal Address: BARNES & THORNBURG

Street Address: 11 South Meridian Street

City: Indianapolis State: IN Zip: 46204

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 715.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

10-0435

(Attach duplicate copy of this page if paying by deposit account)

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.

Name of Person Signing

Julia Spoor Gard

Signature

October 8, 2003

Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

10/14/2003 09:00:00 0000003 100435 76322548

01 FC:8521 40.00 02 FC: 8522 675.00: DA

Schedule A

to

Trademark Security Agreement

Dated as of September 16, 2003

Registered Trademarks and Service Marks

See Attached Exhibit A.

Trademark and Service Mark Applications

See Attached Exhibit A.

**The Braum Corporation
Active Trademarks By Mark**

Mark	Country	Status	File No.	Appln. No. Filing Date	Reg. No. Reg. Date	Next Renewal	Projected Cost Over 5 Years*
ACCESS YOUR FUTURE	Australia	Registered	018778-9129	811214 21-Oct-99	811214 21-Oct-99	21-Oct-09	None - Review at renewal date
ACCESS YOUR FUTURE	Canada	Registered	018778-9132	1032757 18-Oct-99	555662 19-Dec-01	19-Dec-16	None Review at renewal date
ACCESS YOUR FUTURE	European Community	Registered	018778-9130	1349695 19-Oct-99	1349695 19-Oct-99	19-Oct-09	None Review at renewal date
ACCESS YOUR FUTURE	Japan	Registered	018778-9131	11-95766 22-Oct-99	4437374 01-Dec-00	01-Dec-10	None Review at renewal date
ACCESS YOUR FUTURE	US	Registered	018778-9071	75/690844 26-Apr-99	2414697 19-Dec-00	19-Dec-10	Review at renewal date 650
B & Design	US	Registered	018778-9064	74/698178 07-Jul-95	1984068 02-Jul-96	02-Jul-06	Maintain & review at renewal date 900
B CROW RIVER (Stylized)	US	Registered	018778-9073	75/695973 03-May-99	2488493 11-Sep-01	11-Sep-11	Maintain in perpetuity 650
BRAUN HI-LINE SERIES	US	Published	018778-9076	76/322548 09-Oct-01			Abandon Abandon
BRAUN HI-LINE SERIES & Design	US	Published	018778-9077	76/328175 22-Oct-01			Abandon
BRAUNLIFT.COM	US	Pending	018778-9074	75/927544 25-Feb-00			Continue prosecution

* These fees relate to government taxes, etc., but do not include attorney and/or foreign associate fees (which may be substantial) for work necessary prior to registration.

May 14, 2003

CHAIR TOPPER	US	Registered	018778-9058	73/656556	1486067	26-Apr-08	None
ENTERVAN	US	Registered	018778-9075	21-Apr-87 76/123978	26-Apr-88 2590735	09-Jul-12	Review at renewal date 650
EV BRAUN ENTERVAN & Design	Australia	Registered	018778-9134	811215 21-Oct-99	811215 21-Oct-99	21-Oct-09	None Review at renewal date
EV BRAUN ENTERVAN & Design	Canada	Pending	018778-9090	1042971 19-Jan-00			Continue prosecution
EV BRAUN ENTERVAN & Design	European Community	Registered	018778-9133	001352160 20-Oct-99	001352160 20-Oct-99	20-Oct-09	None Review at renewal date
EV BRAUN ENTERVAN & Design	Japan	Registered	018778-9135	11-95765 22-Oct-99	4421659 29-Sep-00	29-Sep-10	None Abandon
EV BRAUN ENTERVAN & Design	US	Registered	018778-9072	75/690876 26-Apr-99	2485792 04-Sep-01	04-Sep-11	650 Maintain & review at renewal date
LIFT-A-WAY	US	Registered	018778-9061	73/656554 21-Apr-87	1543251 13-Jun-89	13-Jun-09	None Review at renewal date
MILLENNIUM SERIES	Australia	Registered	018778-9138	789181 23-Mar-99	789181 23-Mar-99	23-Mar-09	None Review at renewal date
MILLENNIUM SERIES	Canada	Registered	018778-9137	1009670 24-Mar-99	538637 13-Dec-00	13-Dec-15	None Review at renewal date
MILLENNIUM SERIES	European Community	Registered	018778-9136	1120062 26-Mar-99	1120062 07-Aug-00	26-Mar-09	None Review at renewal date

* These fees relate to government taxes, etc., but do not include attorney and/or foreign associate fees (which may be substantial) for work necessary prior to registration.

May 14, 2003

PROVIDING ACCESS TO THE WORLD	US	Registered	018778-9066	75/290809 12-May-97	2176557 28-Jul-98	28-Jul-08	1,000 Maintain & review at renewal date
SPORT LIFT	US	Registered	018778-9070	75/451044 16-Mar-98	2373485 01-Aug-00	01-Aug-10	650 Maintain & review at renewal date
SWING-A-WAY	US	Registered	018778-9059	73/656555 21-Apr-87	1501242 23-Aug-88	23-Aug-08	None Review at renewal date
THE BRAUN CORPORATION	US	Registered	018778-9060	73/656559 21-Apr-87	1524387 14-Feb-89	14-Feb-09	None Maintain in perpetuity
TRI-WHEELER	US	Registered	018778-9067	74/707415 07-Jul-95	2200833 03-Nov-98	03-Nov-08	650 Maintain & review at renewal date
TRI-WHEELER (Stylized)	US	Registered	018778-9068	74/707425 07-Jul-95	2200834 03-Nov-98	03-Nov-08	650 Maintain & review at renewal date
UNDER-VEHICLE LIFT	US	Registered	018778-9062	74/338566 09-Dec-92	1814579 28-Dec-93	28-Dec-03	900 Maintain
UVL	US	Registered	018778-9063	74/338565 09-Dec-92	1824331 01-Mar-94	01-Mar-04	900 Maintain
VANGATER	US	Registered	018778-9141	75/056164 12-Feb-96	2032072 21-Jan-97	21-Jan-07	650 Maintain
WATCHDOG	Australia	Registered	018778-9139	785009 09-Feb-99	785009 09-Feb-99	09-Feb-09	None Abandon
WATCHDOG	Canada	Registered	018778-9140	1004536 09-Feb-99	545354 18-May-01	18-May-16	None Abandon

* These fees relate to government taxes, etc., but do not include attorney and/or foreign associate fees (which may be substantial) for work necessary prior to registration.

May 14, 2003

WATCHDOG	US	Registered	018778-9069	75/543216 27-Aug-98	2356725 13-Jun-00	13-Jun-10	650	Maintain & review at renewal date
CROW RIVER	US	Registered	018778-___	75/056,163 12-Feb-96	2030171 14-Jan-97			Abandoned
ENTERVAN	US	Registered	018778-___	74/266,994 20-Apr-92	1746086 12-Jan-93			Abandoned
THE LIFT FOR YOUR LIFESTYLE	US	Registered	018778-___	656,560 21-Apr-87	1539240 16-May-89			Abandoned
TRI-WHEELER (STYLIZED)	US	Registered	018778-___	659,036 1-May-87	1519423 3-Jan-89			Abandoned
TRI-WHEELER	US	Registered	018778-___	656,552 21-Apr-87	1518564 27-Dec-88			Abandoned
B LOGO & DESIGN	US	Registered	018778-___	656,551 21-Apr-87	1499456 9-Aug-88			Abandoned
1-800-THE-LIFT	US	Pending	018778-9150	78/232,576 1-Apr-03				Pending
BRAUNLIFT.COM	US	Pending	018778-___	75/927544 25-Feb-00				Pending
BRAUN HI-LINE SERIES & DESIGN	US	Pending	018778-9077	76/328175 22-Oct-01				Pending
BRAUN HI-LINE SERIES & DESIGN	US	Pending	018778-9076	76/322,548 9-Oct-01				Pending
SOFT START	US	Pending	018778-9195	78/241,965 25-Apr-03				Pending

* These fees relate to government taxes, etc., but do not include attorney and/or foreign associate fees (which may be substantial) for work necessary prior to registration.

May 14, 2003

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of September 16, 2003, by and between The Braun Corporation, an Indiana corporation ("Grantor"), and Bank One, NA, a national banking association, in its capacity as agent (the "Agent") on behalf of itself and on behalf of the "Holders of Secured Obligations" (as such terms are defined in the "Credit Agreement" defined below).

WITNESSETH:

WHEREAS, Grantor, the Agent and the Holders of Secured Obligations are parties to that certain Credit Agreement dated as of September 16, 2003 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement");

WHEREAS, Grantor and the Agent are parties to that certain Pledge and Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Grantor has granted a security interest in certain of its assets to the Agent for the benefit of the Agent and the Holders of Secured Obligations; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Holders of Secured Obligations have required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations, and (ii) as a condition precedent to the making of any loans, advances and any other financial accommodations by the Holders of Secured Obligations under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to the Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and fixture infringements and dilutions thereof, (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 4, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 4 shall be deemed to apply thereto automatically.

5. Restrictions on Future Agreements. Grantor will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any

action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks or Licenses.

6. New Trademarks and Licenses. Grantor represents and warrants that (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than the Agent. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall give to the Agent prompt written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence after the occurrence thereof. Grantor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. Grantor hereby agrees that the use by the Agent of the Trademarks and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 15 or pursuant to Section 15 of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the other Holders of Secured Obligations to Grantor.

8. Right to Inspect; Further Assignments and Security Interests. The Agent may at all reasonable times (and at any time when a Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence of a Default, Grantor agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure

maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in the Trademarks or the Licenses, or grant any license under the Trademarks, without the prior and express written consent of the Agent, (ii) to maintain the quality of such products as of the date hereof at a level sufficient to preserve any applicable Trademarks, and (iii) not to change the quality of such products in any material respect without the Agent's prior and express written consent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreement.

10. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. Grantor further agrees to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Neither the Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Agent may do so at its option from and after the occurrence of a Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby.

11. The Agent's Right to Sue. From and after the occurrence of a Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

12. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and

representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in Grantor's or the Agent's name, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence and during the continuance of a Default and the giving by the Agent of notice to Grantor of the Agent's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Agent deems in its own or the Holders of Secured Obligations' best interest. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the other Holders of Secured Obligations under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default and the election by the Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether

established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of a Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and their respective nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Indiana.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

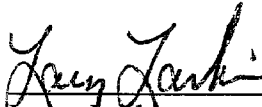
20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. Merger. This Agreement represents the final agreement of the Grantor with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and the Agent or any Holder of Secured Obligations.

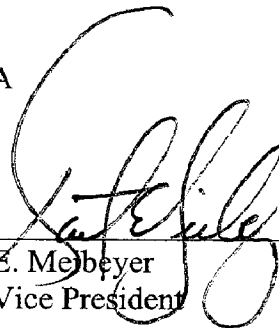
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

The Braun Corporation
as the Grantor

By: 
Name: Larry Larkin
Title: Chief Financial Officer

Bank One, NA
as Agent

By: 
Name: Kurt E. Meibeyer
Title: First Vice President

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF PULASKI)

Before me, a Notary Public in and for the State of Indiana, personally appeared Larry Larkin, the Chief Financial Officer of The Braun Corporation, who, first being duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said corporation as its duly authorized officer.

WITNESS my hand and Notarial Seal this 16TH day of September, 2003.

Monica R O'Connor
Notary Public
MONICA R O'CONNOR
Printed

I am a resident of
PULASKI County, INDIANA
My commission expires:
08-03-09

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Kurt E. Meibeyer, a First Vice President of Bank One, NA, who, first being duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said national banking association as its duly authorized officer.

WITNESS my hand and Notarial Seal this 16TH day of September, 2003.

Monica R O'Connor
Notary Public
MONICA R. O'CONNOR
Printed

I am a resident of
PULASKI County, Indiana
My commission expires:
08-03-07

Schedule B

to

Trademark Security Agreement

Dated as of September 16, 2003

License Agreements

INDS01 AIMEL 609693v1