

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Albahealth, LLC		04/26/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	25 Park Place, 23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1386098	BABY BOGGAN
Registration Number:	2083980	CARE SOX
Registration Number:	1384457	CARE-STEPS
Registration Number:	1675773	CASTMATE
Registration Number:	1198591	COPLEX
Registration Number:	1524667	FASHION-TREAD
Registration Number:	1244329	LIFE SPAN
Registration Number:	1510839	PAS
Registration Number:	2180695	PULSTAR
Registration Number:	1134527	SPEED-ROLL
Registration Number:	1177052	XSPAN
Registration Number:	2671440	ALBAHEALTH
Registration Number:	3055838	C.A.L.M.

OP \$340.00 1386098

CORRESPONDENCE DATA

Fax Number: (404)253-8463
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-881-4583
Email: jon.jurgovan@alston.com
Correspondent Name: Jon M. Jurgovan, Partner, Alston & Bird
Address Line 1: 1201 W. Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	001833/309137
NAME OF SUBMITTER:	Jon M. Jurgovan
Signature:	/Jon M. Jurgovan/
Date:	05/04/2006

Total Attachments: 21

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IP SECURITY AGREEMENT

THIS IP SECURITY AGREEMENT (as amended, modified, supplemented, renewed or restated from time to time, this "Agreement"), dated as of April 26, 2006 is made by **ALBAHEALTH, LLC**, a Delaware limited liability company (the "Grantor") and **SUNTRUST BANK**, a Georgia banking corporation, as collateral agent (the "Collateral Agent") for the Lenders (as hereinafter defined).

RECITALS:

A. The Grantor, certain financial institutions (together with any other financial institution that may become a party thereto from time to time, the "Lenders") and SunTrust Bank, as Administrative Agent (the "Administrative Agent") have entered into a Declining Revolving Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented, or otherwise modified from time to time, and any replacement or refinancing thereof, the "Credit Agreement").

B. It is a requirement under the Credit Agreement that the Grantor shall have granted the security interests and undertaken the obligations contemplated by this Agreement.

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

Section 1. Grant of Security Interest in the Collateral; Obligations Secured. (a) The Grantor hereby:

(1) mortgages, pledges and grants to the Collateral Agent, for the benefit of the Lenders, a security interest in, and acknowledges and agrees that the Collateral Agent, for the benefit of the Lenders, has and shall continue to have a continuing security interest in, any and all right, title and interest of the Grantor, whether now existing or hereafter acquired or arising, in and to the following:

(i) **Patents.** Patents, whether now owned or hereafter acquired, or in which Grantor now has or hereafter acquires any rights (the term "Patent" means and includes (A) all letters patent of the United States of America or any other country or any political subdivision thereof, now existing or hereafter acquired, all registrations and recordings thereof, and all applications for letters patent of the United States of America or any other country or any political subdivision thereof, now existing or hereafter acquired, including without limitation registrations, recordings and applications therefor in the United States Patent and Trademark Office or any other country or any political subdivision thereof and (B) all reissues, continuations, continuations-in-part or extensions thereof), including without limitation each Patent listed on Schedule A-1 hereto, and all of the inventions now or hereafter described and claimed in the Grantor's Patents;

(ii) **Patent Licenses.** Patent Licenses, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term "Patent Licenses" means and includes any written agreement granting to any person any right to exploit, use or practice any invention on which a Patent is owned by another person), including without limitation each Patent License listed on Schedule A-2 hereto, and all royalties and other sums due or to become due under or in respect of the Grantor's Patent Licenses, together with the right to sue for and collect all such royalties and other sums;

(iii) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term "Trademarks" means and includes (A) all trademarks, trade names, trade styles, service marks and logos, all prints and labels on which said trademarks, trade names, trade styles, service marks and logos have appeared or appear and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (B) all renewals thereof), including without limitation each Trademark application and registration listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(iv) **Trademark Licenses.** Trademark Licenses, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term "Trademark Licenses" means and includes any written agreement granting to any person any right to use or exploit any Trademark or Trademark registration of another person), including without limitation the agreements described in Schedule B-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed and all royalties and other sums due or to become due under or in respect of the Grantor's Trademark Licenses, together with the right to sue for and collect all such royalties and other sums;

(v) **Copyrights.** Copyrights and Copyright registrations, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term "Copyrights" means and includes (A) all original works of authorship fixed in any tangible medium of expression, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (B) all renewals thereof), including without limitation each Copyright registration listed on Schedule C-1 hereto;

(vi) **Copyright Licenses.** Copyright Licenses, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term "Copyright Licenses" means and includes any written agreement granting to any person any right to use or exploit any Copyright or Copyright registration of another person), including without limitation the agreements described in Schedule C-2 hereto, and all royalties and other sums due or to become due under or in respect of the Grantor's Copyright Licenses, together with the right to sue for and collect all such royalties and other sums; and

(vii) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including without limitation (A) any claim of the Grantor against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any Patent License, (B) any claims by the Grantor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any Trademark License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any Trademark License, (C) any claim of the Grantor against third parties for damages by reason of past, present or future infringement of any Copyright or any Copyright licensed under any Copyright License, and (D) any claim of the Grantor against third parties for damages by reason of past, present or future infringement of any Copyright or any Copyright licensed under any Copyright License, and (E) any claim by the Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (A), (B), (C) and (D);

all of the foregoing being herein sometimes referred to as the "Collateral"; and

(2) in furtherance of granting such security interest, grants, bargains, sells, transfers, conveys and assigns as security to the Collateral Agent, for the benefit of the Lenders, the Patents, the Patent Licenses, the Copyrights and the Copyright Licenses. Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to Collateral Agent of any applications by the Grantor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as the Grantor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of Collateral Agent, its successor and assigns, for itself and as agent for the Lenders, on such Intent-To-Use Application as collateral security for the Secured Obligations.

(b) This Agreement, including the security interest granted hereunder, is made and given to secure, and shall secure, the prompt payment or performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations. The term "Secured Obligations" shall mean all Obligations as defined in the Credit Agreement.

Section 2. Continuing Agreement; Termination and Release. This Agreement is made for collateral purposes only. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations shall have been fully paid and satisfied. Upon such termination of this Agreement, the Collateral Agent shall, upon the request and at the expense of the Grantor, forthwith release, assign and transfer, without recourse, and, to the extent applicable, deliver, against receipt and without recourse to the Collateral Agent, such of the Collateral as may then be in the possession of the Collateral Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof to or on the order of the Grantor. Said release, assignment, transfer and delivery shall include an instrument in form recordable in the United States Patent and Trademark Office and the United States Copyright Office by which the Collateral Agent shall terminate, release and, without representation, recourse or warranty, reassign to the Grantor all rights in each Patent, Patent License, Trademark, Trademark License, Copyright and Copyright License, including each registration thereof and application therefor, conveyed and transferred to the Collateral Agent pursuant to this Agreement.

Section 3. No Release. Nothing set forth in this Agreement shall relieve the Grantor from the performance of any term, covenant, condition or agreement on the Grantor's part to be performed or observed under or in respect of any of the Collateral or from any liability to any party under or in respect of any of the Collateral or impose any obligation on the Collateral Agent to perform or observe any such term, covenant, condition or agreement on the Grantor's part to be so performed or observed or impose any liability on the Collateral Agent for any act or omission on the part of the Grantor relative thereto or for any breach of any representation or warranty on the part of the Grantor contained in this Agreement or under or in respect of the Collateral or made in connection herewith or therewith.

Section 4. Use of Collateral. Notwithstanding anything to the contrary contained herein, until a Default or an Event of Default exists and until otherwise notified by the Collateral Agent, the Grantor may continue to exploit, license, use, enjoy and protect the Collateral throughout the world and the Collateral Agent shall from time to time execute and deliver, upon written request of the Grantor, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of the Grantor to enable the Grantor to continue to exploit, license, use, enjoy and protect the Collateral throughout the world. In furtherance of the foregoing but subject to Sections 9 and 10 hereof, the Collateral Agent grants to the Grantor an exclusive, perpetual, world-wide, royalty-free right and license, with the right to exploit, license, use, enjoy and protect the Patents, the Patent Licenses, the Copyrights and the Copyright Licenses for any and all purposes.

Section 5. Representations and Warranties of the Grantor. The Grantor hereby represents and warrants to the Collateral Agent as follows:

(a) The Grantor is, and, as to the Collateral acquired by it from time to time after the date hereof, the Grantor will be, the owner or, as applicable, licensee of all the Collateral. The Grantor's rights in the Collateral are and shall remain free and clear of any lien, pledge, security interest, encumbrance, assignment, collateral assignment or charge of any kind, including without limitation any filing of, or agreement to file, a financing statement as debtor under the Uniform Commercial Code or any similar statute, except for the lien and security interest created by this Agreement and Permitted Liens. The Grantor has made no previous assignment, conveyance, transfer or agreement in conflict with the liens granted hereby. The Grantor further represents and warrants to the Collateral Agent that Schedules A-1, A-2, B-1, B-2, C-1 and C-2 hereto, respectively, are true and correct lists of all Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses owned or used by the Grantor as of the date hereof and that Schedules A-1, A 2, B-1, B-2, C-1 and C-2 are true and correct with respect to the matters set forth therein as of the date hereof.

(b) The Grantor has made all necessary filings and recordings to protect its interests in the Collateral in each case to the extent a failure to do so could reasonably be expected to have a Material Adverse Effect.

(c) The Grantor owns or possesses (or will be licensed or otherwise have the full right to use) all intellectual property that is necessary for the operation of its business, without any known conflict with the rights of others which could be expected to have a Material Adverse Effect. No product of the Grantor infringes upon any intellectual property owned by any other Person and no claim or litigation is pending or (to the knowledge of the Grantor) threatened against or affecting such Person, contesting its right to sell or to use any product or material, in any case which could reasonably be expected to have a Material Adverse Effect. As of the Closing Date, to the knowledge of the Grantor, there is no violation by any Person of any right of the Grantor with respect to any material patent, trademark, trade name, service mark, copyright or license owned or used by the Grantor.

(d) Upon appropriate filings and the acceptance thereof in the appropriate offices under the Uniform Commercial Code, in the United States Patent and Trademark Office and the United States Copyright Office, this Agreement will create a valid and duly perfected lien on and security interest in the Collateral located in the United States of America effective against purchasers from and creditors of the Grantor, subject to no prior liens or encumbrances other than Permitted Liens.

Section 6. Covenants and Agreements of the Grantor. The Grantor hereby covenants and agrees with the Collateral Agent as follows:

(a) On a continuing basis, the Grantor will, at the expense of the Grantor, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places within the United

States of America, all such instruments, including without limitation appropriate financing and continuation statements and collateral agreements, and take all such action as may reasonably be deemed necessary by the Collateral Agent (i) to carry out the intent and purposes of this Agreement, (ii) to assure and confirm to the Collateral Agent the grant or perfection of the security interest in the Collateral intended to be created hereby, subject to no prior Liens or encumbrances other than Permitted Liens, for the benefit of the Collateral Agent or (iii) to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral.

(b) Without limiting the generality of the foregoing paragraph (a) of this Section 6, the Grantor (i) will not enter into any agreement that would impair or conflict with the Grantor's obligations hereunder; (ii) will, promptly following its becoming aware thereof, notify the Collateral Agent of (x) any final adverse determination in any proceeding in the United States Patent and Trademark Office or the United States Copyright Office that could reasonably be expected to have a Material Adverse Effect or (y) the institution of any proceeding or any adverse determination in any federal, state, local or foreign court or administrative body regarding the Grantor's claims of ownership in or right to use any of the Collateral, its right to register any such Collateral or its right to keep and maintain such registration, in each case, that could reasonably be expected to have a Material Adverse Effect; (iii) will preserve and maintain all rights in the Collateral, unless no longer used in the ordinary course of the Grantor's business or no longer deemed necessary to the Grantor's business; (iv) will not grant or permit to exist any lien or encumbrance upon or with respect to the Collateral or any portion thereof except Permitted Liens and will not execute any security agreement or financing statement covering any of the Collateral except in favor of the Collateral Agent or the holders of a Permitted Lien; (v) will not permit to lapse or become abandoned (unless no longer used in the ordinary course of the Grantor's business or no longer deemed necessary to the Grantor's business), or settle or compromise any pending or future material litigation or material administrative proceeding with respect to any Collateral that could reasonably be expected to have a Material Adverse Effect without the prior written consent of the Collateral Agent, or, except for licenses of Collateral in the ordinary course of business, contract for sale or otherwise sell, convey, assign or dispose of, or grant any option with respect to, the Collateral or any portion thereof; (vi) upon the Grantor obtaining knowledge thereof, will promptly notify the Collateral Agent in writing of any event that could reasonably be expected to have a Material Adverse Effect on the value of the Collateral (taken as a whole), the ability of the Grantor or the Collateral Agent to dispose of any such Collateral or the rights and remedies of the Collateral Agent in relation thereto, including without limitation a levy or threat of levy or any legal process against any such Collateral that could reasonably be expected to have a Material Adverse Effect; (vii) will diligently keep reasonable records respecting the Collateral; (viii) hereby authorizes the Collateral Agent, in its sole discretion, to file one or more financing or continuation statements relative to all or any part of the Collateral without the signature of the Grantor where permitted by law (and the Collateral Agent agrees to provide the Grantor notice after any such filing is made pursuant to this clause (viii)), provided the failure to give such notice shall not affect the validity or enforceability of the relevant filing); (ix) will furnish to the Collateral Agent from time to time statements and

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schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Collateral Agent may reasonably request, all in reasonable detail; (x) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, licenses fees and similar taxes or impositions payable in respect of the Collateral except to the extent being contested in good faith by appropriate proceedings which prevent the enforcement of the matter being contested (and for which the Grantor has established adequate reserves) and do not interfere with the business of the Grantor in the ordinary course or unless no longer necessary to the Grantor's business; and (xi) comply with all laws, rules and regulations applicable to the Collateral except as could not reasonably be expected to have a Material Adverse Effect.

(c) If, before the Secured Obligations shall have been paid and satisfied in full, the Grantor shall obtain any rights to or become entitled to the benefit of any new patent, patent application, service mark, trade name, trademark, trademark application, trademark registration, copyright, copyright application, copyright registration, license renewal or extension, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and the same shall automatically constitute Collateral and be and become subject to the assignment, lien and security interest created hereby, as the case may be, without further action by any party, all to the same extent and with the same force and effect as if the same had originally been Collateral hereunder. If the Grantor so obtains or becomes entitled to any of the rights described above, the Grantor shall promptly give written notice thereof to the Collateral Agent. The Grantor agrees to confirm the attachment of the lien and security interest created hereby to any such rights described above by execution of instruments, including, without limitation, instruments for recordation with the United States Patent and Trademark Office and the United States Copyright Office, in form and substance acceptable to the Collateral Agent.

(d) The Grantor shall promptly notify the Collateral Agent of any future Collateral and, upon receipt of such notice by the Collateral Agent, Schedules A-1, A-2, B-1, B-2, C-1 and C-2 hereto shall be deemed amended to include reference to any such future Collateral.

(e) The Grantor shall prosecute diligently applications for the Patents, Trademarks and Copyrights now or hereafter pending and make application on unpatented but patentable inventions and registrable but unregistered Trademarks and Copyrights, that, in each case, in the Grantor's reasonable judgment would be materially beneficial to the business of the Grantor in the ordinary course as presently, and as now contemplated will be, conducted, file and prosecute opposition and cancellation proceedings and perform all acts necessary to preserve and maintain all rights in the Collateral, unless as to any Patent, Trademark or Copyright, in the reasonable judgment of the Grantor, such Patent, Trademark or Copyright has become immaterial or obsolete to such business of the Grantor. Any expenses incurred in connection with such actions shall be borne by the Grantor.

(f) The Grantor shall not abandon any right to file any material patent application, trademark application, service mark application, copyright application, patent, trademark or copyright that is necessary to Grantor's business without the prior written consent of the Collateral Agent.

Section 7. Supplements; Further Assurances. The Grantor (i) agrees that it will join with the Collateral Agent in executing and, at its own expense, file and refile, or permit the Collateral Agent to file and refile, such financing statements, continuation statements and other instruments and documents (including without limitation this Agreement) in such offices (including without limitation the United States Patent and Trademark Office and the United States Copyright Office) as the Collateral Agent may reasonably deem necessary in order to perfect and preserve the rights and interests granted to the Collateral Agent hereunder and (ii) hereby authorize the Collateral Agent to file and refile such instruments and documents and any other instruments or documents related thereto without the signature of the Grantor where permitted by law and (iii) agree to do such further acts and things, and to execute and deliver to the Collateral Agent such additional instruments and documents, as the Collateral Agent may require to carry into effect the purposes of this Agreement or to better assure and confirm unto the Collateral Agent its respective rights, powers and remedies hereunder. All of the foregoing is to be at the sole cost of the Grantor. Any reasonable costs of the foregoing incurred by the Collateral Agent shall be payable by the Grantor upon demand, together with interest thereon from the date of incurrence until so paid, and shall constitute additional Secured Obligations.

Section 8. The Collateral Agent May Perform. If the Grantor fails to perform any agreement contained herein after receipt of a written request to do so from the Collateral Agent, the Collateral Agent may itself (upon ten (10) days' prior written notice to the Grantor unless the Collateral Agent in good faith determines that immediate payment or performance is reasonably necessary to protect or preserve the Collateral), but shall not be obligated to, perform, or cause performance of, such agreement, and the reasonable expenses of the Collateral Agent, including, without limitation, the reasonable fees and expenses of its counsel, so incurred in connection therewith shall be payable by the Grantor.

Section 9. Remedies. While a Default or an Event of Default exists, the Collateral Agent shall have, in addition to all other rights provided herein, in the Credit Agreement, any other Security Document or by law, the rights and remedies of a secured party under the UCC, and further the Collateral Agent may, without demand and without advertisement, notice (except as required by law), hearing or process of law, all of which the Grantor hereby waives, at any time or times, sell and deliver any or all of the Collateral at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as the Collateral Agent deems advisable, in its sole discretion. In addition to all other sums due the Collateral Agent hereunder, the Grantor shall pay the Collateral Agent all reasonable costs and expenses incurred by the Collateral Agent, including, without limitation, reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of the Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against the Collateral Agent or the Grantor concerning any matter arising out of or connected with this Agreement or the Collateral or the Secured Obligations.

Without in any way limiting the foregoing, while a Default or an Event of Default exists, the Collateral Agent may to the full extent permitted by applicable law, with ten (10) days' prior notice to the Grantor, and without advertisement, notice, hearing or process of law of any kind, all of which the Grantor hereby waives, (i) exercise any and all rights as beneficial and legal owner of the Collateral, including without limitation any and all consensual rights and powers with respect to the Collateral and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use, any or all of the Collateral or any part hereof, in each case free of all rights and claims of the Grantor therein and thereto, but subject to any existing licenses in the Collateral permitted under the terms of this Agreement. In that connection, the Collateral Agent shall have the right to cause any or all of the Collateral to be transferred of record into the name of the Collateral Agent or its nominee as well as the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as the Collateral Agent may deem to be necessary or appropriate to comply with any law, rule or regulation, whether federal, state or local, having applicability to the sale or assignment and (ii) requirements for any necessary governmental approvals.

Failure by the Collateral Agent to exercise any right, remedy or option under this Agreement or any other agreement between the Grantor and the Collateral Agent or provided by law, or delay by the Collateral Agent in exercising the same, shall not operate as a waiver; no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. Neither the Collateral Agent nor any party acting as attorney for the Collateral Agent shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The rights and remedies of the Collateral Agent under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Collateral Agent may have.

Section 10. Power of Attorney. The Grantor hereby irrevocably appoints the Collateral Agent, its nominee, or any other person whom the Collateral Agent may designate as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor, the Collateral Agent or otherwise, while a Default or an Event of Default exists, or if the Grantor fails to perform any agreement contained herein within ten (10) days after the Collateral Agent's written request, then to the extent necessary to enable the Collateral Agent to perform such agreement itself, from time to time in the Collateral Agent's discretion, to take any action and to execute any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation to record an assignment of the Trademarks and Trademark Licenses, if any, to the Collateral Agent with the United States Patent and Trademark Office, to prosecute diligently any Patent, Trademark or Copyright or any application for Patents, Trademarks or Copyrights pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to make application on unpatented but patentable inventions and registrable but unregistered Trademarks or Copyrights, to file and prosecute opposition and cancellation proceedings, to do all other acts necessary or desirable to preserve all rights in Collateral and otherwise to file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable to accomplish the purpose of this Agreement. The Grantor hereby ratifies and approves all acts of any such attorney and agree that neither the Collateral Agent nor any such attorneys

will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The foregoing power of attorney, being coupled with an interest, is irrevocable until the Secured Obligations have been fully paid and satisfied.

Section 11. Application of Proceeds. Unless the Collateral Agent otherwise directs, the proceeds of any sale of Collateral pursuant to this Agreement or otherwise, as any Collateral consisting of cash, shall be applied after receipt by the Collateral Agent as follows:

First, to the payment of all reasonable costs, fees and expenses of the Collateral Agent and its agents, representatives and attorneys incurred in connection with such sale or with the retaking, holding, handling, preparing for sale (or other disposition) of the Collateral or otherwise in connection with any Notes, this Agreement or any of the Secured Obligations, including without limitation, the reasonable fees and expenses of the Collateral Agent's agents and attorneys' and costs of any proceeding (whether at trial, appellate or administrative levels), if any, incurred by the Collateral Agent in so doing;

Second, to the payment of the Secured Obligations in such order as the Collateral Agent may determine in accordance with the applicable provisions of the Credit Agreement;

Third, to be held by the Collateral Agent in an amount reasonably necessary to satisfy the Secured Obligations that are then contingent or unliquidated; and

Fourth, any balance remaining after the Secured Obligations shall have been paid in full shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive the same.

Section 12. Effectiveness. This Agreement shall take effect immediately upon execution by the Grantor.

Section 13. Indemnity; Reimbursement of Collateral Agent; Deficiency. In connection with the Collateral, this Agreement and the administration and enforcement or exercise of any right or remedy granted to the Collateral Agent hereunder or under the other Loan Documents or applicable laws, the Grantor agrees, subject to the limitations set forth hereafter (a) to indemnify, defend and hold harmless the Collateral Agent from and against any and all claims, demands, losses, judgments and liabilities (including without limitation, liabilities for penalties) of whatever nature, relating thereto or resulting therefrom, and (b) to reimburse the Collateral Agent for all reasonable costs and expenses, including without limitation, the reasonable fees and disbursements of attorneys, relating thereto or resulting therefrom. The foregoing indemnity agreement includes all reasonable costs incurred by the Collateral Agent in connection with any litigation relating to the Collateral whether or not the Collateral Agent shall be a party to such litigation, including without limitation, the reasonable fees and disbursements of attorneys for the Collateral Agent, and any out-of-pocket costs incurred by the Collateral Agent in appearing as a witness or in otherwise complying with legal process served upon it. The obligations of Grantor in this Section 13 are limited to the extent claims for indemnity, defense, or reimbursement do not arise from the gross negligence or willful misconduct of the

Collateral Agent. In no event shall the Collateral Agent be liable, in the absence of gross negligence or willful misconduct on its part, for any matter or thing, and the Grantor hereby releases the Collateral Agent from any and all claims, causes of action and demands. All indemnity obligations contained in this Section 13 and elsewhere in this Agreement shall survive the termination of this Agreement. After application of the proceeds by the Collateral Agent pursuant to Section 11 hereof, the Grantor shall remain liable to the Collateral Agent for any deficiency. To the extent that the foregoing undertakings may be unenforceable for any reason, the Grantor agrees to make the maximum contribution to the payment and satisfaction of indemnified liabilities set forth in this Section 13 that is permissible under applicable law.

14. **Continuing Lien.** It is the intent of the parties hereto that (a) this Agreement shall constitute a continuing agreement as to any and all future, as well as existing transactions, among the Grantor, the Lenders and the Collateral Agent under or in connection with the Loan Documents, and (b) the security interest provided for herein shall attach to after-acquired as well as existing Collateral.

15. **Termination.** Upon the payment in full in cash or performance and satisfaction in full of the Secured Obligations, the Collateral Agent shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Collateral Agent, and at the sole expense of the Grantor, to the Grantor, against receipt therefor, such of the Collateral (if any) as shall not have been sold or otherwise applied by the Collateral Agent pursuant to the terms hereof and not theretofore reassigned, redelivered and released to the Grantor, together with appropriate instruments of reassignment and release.

16. **Notices.** All notices, requests and other communications hereunder shall be in writing (including facsimile transmission or similar writing) and shall be given in accordance with the terms of the Credit Agreement.

17. **Successors and Assigns.** Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of its respective successors and assigns. The Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Collateral Agent.

18. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

19. **Waivers.** No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or future exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder are cumulative and not exclusive of any rights or remedies which they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Grantor therefrom shall in any event be effective

unless the same shall be authorized as provided in Section 20, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Grantor in any case shall entitle the Grantor to any other or further notice or demand in similar or other circumstances.

20. **Amendments.** Neither this Agreement nor any provision hereof may be amended or modified except pursuant to an agreement or agreements in writing entered into in accordance with the applicable provisions of the Credit Agreement.

21. **Severability.** In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.

22. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one contract, and shall become effective when copies hereof which, when taken together, bear the signatures of each of the parties hereto shall be delivered or mailed to the Collateral Agent.

23. **Headings.** Article and Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

24. **Consent to Jurisdiction.**

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF GEORGIA, AND OF ANY STATE COURT OF THE STATE OF GEORGIA LOCATED IN FULTON COUNTY AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH GEORGIA STATE COURT OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN

DOCUMENT AGAINST ANY COMPANY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

25. Jury Trial Waiver. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

26. Miscellaneous. Reference to a Section is, unless otherwise stated, a reference to a section hereof, as the case may be. Section captions used in this Agreement are for convenience only, and shall not affect the construction of this Agreement. The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar purport when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Credit Agreement. All other terms defined in the Uniform Commercial Code of the State of Georgia (the “UCC”) and used herein shall have the same definitions herein as specified therein.

[Signatures on Next Page(s)]

IN WITNESS WHEREOF, the Grantor has executed this IP Security Agreement as of the date first above written.

GRANTOR:

ALBAHEALTH, LLC

By: [Signature]
Name: William Ott
Title: PRESIDENT

STATE OF Georgia)
) SS
COUNTY OF Henry)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William Ott, President of AlbaHealth, LLC, a Delaware limited liability, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25 day of April, 2006

[Signature]
Notary Public
Elaine Hanger
(Type or Print Name)

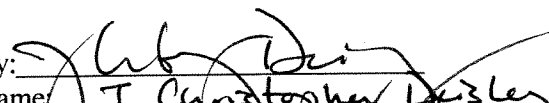
(Notarial Seal)

My Commission Expires ~~My~~ Notary Public, Henry County, Georgia
~~My Commission Expires August 24, 2007~~

Accepted and agreed to by the Collateral Agent as of the date first above written.

COLLATERAL AGENT:

SUNTRUST BANK,
as Collateral Agent

By: 
Name: J. Christopher Wesley
Title: Sr VP

SCHEDULE A-1
TO IP SECURITY AGREEMENT

U.S. Patent Numbers
And Pending U.S. Patent Application Numbers

Patent No.	Title	Owner
4,557,381	Wrap for Impregnated Dressing	AlbaHealth, LLC
5,814,003	Pulsatile Anti-Embolism Stocking	AlbaHealth, LLC

SCHEDULE A-2
TO IP SECURITY AGREEMENT

Patent Licenses

NONE.

SCHEDULE B-1
TO IP SECURITY AGREEMENT

Registered U.S. Trademarks
And Trademark Applications

<u>Registered U.S. Trademarks</u>	<u>Registration Reg. No.</u>	<u>Date Granted</u>
BABY BOGGAN	1,386,098	03/11/86
CARE SOX	2,083,980	07/29/97
CARE-STEPS	1,384,457	02/25/86
CASTMATE	1,675,773	02/18/92
COPLEX	1,198,591	06/22/82
FASHION-TREAD	1,524,667	02/14/89
LIFE SPAN	1,244,329	07/05/83
PAS	1,510,839	11/01/88
PULSTAR and design	2,180,695	08/11/98
SPEED-ROLL	1,134,527	05/06/80
XSPAN and design	1,177,052	11/10/81
Albahealth	2,671,440	01/07/03
C.A.L.M.	3,055,838	01/31/06

Pending U.S. Trademark Applications

Application Serial No.

Filing Date

None.

SCHEDULE B-2
TO IP SECURITY AGREEMENT

Trademark Licenses

NONE.

SCHEDULE C-1
TO IP SECURITY AGREEMENT

Registered U.S. Copyrights and Copyright Applications

NONE.

SCHEDULE C-2
TO IP SECURITY AGREEMENT

Copyright Licenses

NONE.

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