

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|--------------|
| Med-Eng Systems Inc. | | 09/17/2007 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | Ableco Finance LLC, as collateral agent |
| Street Address: | 450 Park Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | LIMITED LIABILITY COMPANY: |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 1947825 | EOD |
| Registration Number: | 2484493 | ME |
| Registration Number: | 2708737 | V.TOP |
| Registration Number: | 2792328 | V.TOP ENGINEERED BY MED-ENG SYSTEMS INC. ME |
| Registration Number: | 2574927 | CORETECH |
| Serial Number: | 76665455 | IDAS |
| Serial Number: | 78920247 | CHAMELEON |
| Serial Number: | 78920254 | RIGIFLEX |
| Serial Number: | 77005065 | EPACC |

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-756-2494
 Email: watt.wanapha@srz.com
 Correspondent Name: Watt Wanapha

CH \$240.00 1947825

Address Line 1: 919 Third Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951.0830

NAME OF SUBMITTER: Watt Wanapha (014951.0830)

Signature: /kc for ww/

Date: 09/20/2007

Total Attachments: 3
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GRANT OF A SECURITY INTEREST – TRADEMARKS

WHEREAS, Med-Eng Systems Inc. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 17, 2007 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and the Secured Parties (as defined in the Security Agreement) (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September 17, 2007.

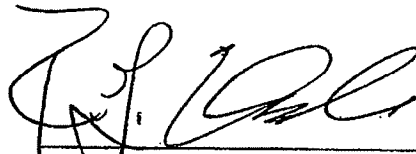
MED-ENG SYSTEMS INC

By:

Name: ROBERT RYAN
Title: DIRECTOR & TREASURER

RBE Province
STATE OF Ontario
RBE City
COUNTY OF Toronto ss.:

On this 15th day of September, 2007 before me personally came Robert Ryan, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Treasurer of Med-Eng Systems Inc., an Ontario Corporation, and that s/he executed the foregoing instrument in the firm name of Robert Ryan, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[NOTARY SEAL]
Robert Gregory Edmonds

[Med-Eng Systems Inc. - Trademarks]

TRADEMARK
REEL: 003626 FRAME: 0180

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

| | Trademark | Application or Registration No. |
|----|------------------|--|
| 1. | EOD | 1,947,825 |
| 2. | M E Design | 2,484,493 |
| 3. | V-Top | 2,708,737 |
| 4. | V-Top Design | 2,792,328 |
| 5. | Coretech | 2,574,927 |

| No. | Filing Date | Application No. | Trade-mark | Country |
|------------|--------------------|------------------------|-------------------|----------------|
| 1. | Sept. 1, 2006 | 76/665,455 | IDAS | US |
| 2. | Jun. 29, 2006 | 78/920,247 | CHAMELEON | US |
| 3. | Jun. 29, 2006 | 78/920,254 | RIGIFLEX | US |
| 4. | Sep. 22, 2006 | 77/005,065 | EPACC | US |