# **\$65.00**

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### 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
Extrumed, LLC		103/25/2008	LIMITED LIABILITY
			COMPANY: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Golub Capital Incorporated, as Administrative Agent
Street Address:	551 Madison Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: NEW YORK

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2405792	EXTRUSIONEERING
Serial Number:	77105541	EXTRUMED

#### **CORRESPONDENCE DATA**

Fax Number: (312)577-4565

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-8
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/

TRADEMARK

REEL: 003747 FRAME: 0836

Date:	03/27/2008
Total Attachments: 5 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif	

TRADEMARK REEL: 003747 FRAME: 0837

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 25, 2008, is between EXTRUMED, LLC, a California limited liability company (the "Grantor"), and GOLUB CAPITAL INCORPORATED, a New York corporation, as Administrative Agent (in such capacity, the "Grantee"), for the benefit of itself, all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined) and the other Secured Parties. The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

#### **RECITALS**

WHEREAS, Grantor, owns the Trademarks, Trademark registrations, and Trademark applications listed on listed on Schedule 1 annexed hereto, and is licensee under certain Trademark licenses, in each case listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the Lenders, each other Loan Party signatory thereto, and Golub Capital Incorporated, a New York corporation, as revolver agent for Lenders (in such capacity, "Revolver Agent"); providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of Administrative Agent, Lender and the other Secured Parties, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, to secure the payment of the Obligations;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) each Trademark license; and

TRADEMARK
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(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks rights as licensee held by Grantor under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

EXTRUMED, LLC, a California limited liability company

By: But Euchfand
Title: CEO

Acknowledged:

GOLUB CAPITAL INCORPORATED, as Administrative Agent

By: Name: Charles F. Riceman

Name: Charles F. Riceman Title: Authorized Signatory

Trademark Security Agreement

TRADEMARK REEL: 003747 FRAME: 0840 IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

limited	liability company
By: Name:	
Title:	

EXTRUMED, LLC, a California

Acknowledged:

GOLUB CAPITAL INCORPORATED, as Administrative Agent

Name: Charles F. Riceman
Title: Authorized Signatory

Trademark Security Agreement

#### Schedule 1 to Trademark Security Agreement

#### **U.S. TRADEMARK REGISTRATIONS**

**MARK** 

REG. NO.

DATE

"Extrusioneering"

2405792

November 21, 2000

### FOREIGN TRADEMARK REGISTRATIONS

None.

#### **U.S. TRADEMARK APPLICATIONS**

"EXTRUMED"

**Application No. 77/105,541** 

#### FOREIGN TRADEMARK APPLICATIONS

None.

#### TRADEMARK LICENSES

Name of Agreement

**Parties** 

Date of Agreement

None.

Error! Unknown document property name.

**RECORDED: 03/27/2008** 

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