

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Facet Technologies, LLC		10/30/2009	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silver Point Finance, LLC		
<b>Street Address:</b>	Two Greenwich Plaza		
<b>Internal Address:</b>	First Floor		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2738887	FACET	
<b>Registration Number:</b>	2877942	FACET TECHNOLOGIES	
<b>Registration Number:</b>	2745320	FACET TECHNOLOGIES	
<b>Registration Number:</b>	2841853	FACET TECHNOLOGIES	
<b>Serial Number:</b>	77384406	SURESEAL CLASSIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)355-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-813-8800		
<b>Email:</b>	NY-TM-Admin@goodwinprocter.com		
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP/ATTN: Janis Nici		
<b>Address Line 1:</b>	620 Eighth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10018		

**CH \$140.00 2738887**

**900147091**

**TRADEMARK  
 REEL: 004092 FRAME: 0350**

ATTORNEY DOCKET NUMBER:	121155-166993
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	11/06/2009
<b>Total Attachments: 12</b> source=Facet - Trademark Security Agreement (Execution Version)#page1.tif source=Facet - Trademark Security Agreement (Execution Version)#page2.tif source=Facet - Trademark Security Agreement (Execution Version)#page3.tif source=Facet - Trademark Security Agreement (Execution Version)#page4.tif source=Facet - Trademark Security Agreement (Execution Version)#page5.tif source=Facet - Trademark Security Agreement (Execution Version)#page6.tif source=Facet - Trademark Security Agreement (Execution Version)#page7.tif source=Facet - Trademark Security Agreement (Execution Version)#page8.tif source=Facet - Trademark Security Agreement (Execution Version)#page9.tif source=Facet - Trademark Security Agreement (Execution Version)#page10.tif source=Facet - Trademark Security Agreement (Execution Version)#page11.tif source=Facet - Trademark Security Agreement (Execution Version)#page12.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of October, 2009, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SILVER POINT FINANCE, LLC in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of July 26, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Facet Holdings Corp., a Delaware corporation, Facet Technologies, LLC, a Georgia limited liability company (as successor to Facet Acquisition LLC) ("Company"), each Subsidiary party thereto from time to time, the lenders from time to time party thereto as "Lenders", and Silver Point Finance, LLC as Administrative Agent, Security Trustee and Collateral Agent, the Secured Parties are willing to make certain financial accommodations available to Company from time to time pursuant to the terms and conditions thereof;

WHEREAS, Grantors have executed and delivered to Agent, for the benefit of Secured Parties, that certain Pledge and Security Agreement dated as of July 26, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, Grantors have executed and delivered to Agent, for the benefit of Secured Parties, that certain Trademark Security Agreement dated as of July 26, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement which supplements the Original Trademark Security Agreement; and

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to the terms and conditions of the Intercreditor Agreement, each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals,

customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent as required pursuant to the Pledge and Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The

words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Credit Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

*[Remainder of page intentionally left blank.]*

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

FACET TECHNOLOGIES, LLC

By:  \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

SILVER POINT FINANCE, LLC, as Agent

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Trademark Security Agreement (2009)]*

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

FACET TECHNOLOGIES, LLC

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

SILVER POINT FINANCE, LLC, as Agent

By:   
Name: \_\_\_\_\_  
Title: **Zachary M. Zeitlin**  
**Authorized Signatory**

*[Signature Page to Trademark Security Agreement (2009)]*

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS/APPLICATIONS

Image	Trademark	Database	Appl. No	Appl. Date	Reg. No.	Reg. Date	Status	Owner	Comments
	FACET	U.S. Federal	78047803	02/12/01	2738887	07/15/03	Registered	Facet Technologies, LLC	Facet Ref #: 2G02.2-300
	FACET TECHNOLOGIES	U.S. Federal	78030182	10/11/00	2877942	08/24/04	Registered	Facet Technologies, LLC	Facet Ref #: 2G02.3-290
	FACET TECHNOLOGIES	U.S. Federal	78975054	10/11/00	2745320	07/2/03	Registered	Facet Technologies, LLC	Facet Ref #: 2G02.3-291
	FACET TECHNOLOGIES	U.S. Federal	78975177	10/11/00	2841853	05/11/04	Registered	Facet Technologies, LLC	Facet Ref #: 2G02.3-292
	SURESEAL CLASSIC	U.S. Federal	77384406	01/30/08			Allowed	Facet Technologies, LLC	Facet Ref #: 2G02.3-330



**INTERNATIONAL TRADEMARKS**

<b>Trademark</b>	<b>Database</b>	<b>Appl. No</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>	<b>Owner</b>	<b>Comments</b>
CARELET	Community Trademarks	273904	5/28/96	273904	7/17/98	Registered	Gainor Medical Europe <sup>1</sup>	Facet Ref#: 2G02.4-031
CARELET (with katakana)	JP	2006-115836	12/14/06	5129568	04/18/08	Registered	Facet Technologies, LLC	Facet Ref#: 2G02.4-310
CLEANLET	Benelux	858661	10/31/95	579994	10/31/95	Registered	Gainor Medical Europe	Facet Ref#: 2G02.4-054
CLEANLET	Community Trademarks	006134894	07/17/07	006134894	12/04/08	Registered	Facet Technologies, LLC	Facet Ref#: 2G02.4-320
CLEANLET	Denmark	199508370	11/2/95	199601719	3/15/96	Registered	Gainor Medical Europe Limited	Facet Ref#: 2G02.4-055
CLEANLET	Finland	199506397	11/7/95	201973	9/30/96	Registered	Gainor Medical Europe	Facet Ref#: 2G02.4-058
CLEANLET	France	95 596142	11/7/95	95 596142	11/07/95	Registered	Gainor Medical Europe	Facet Ref#: 2G02.4-056
CLEANLET	Greece	127919	1/16/96	127919	03/17/98	Registered	Gainor Medical Europe	Facet Ref#: 2G02.4-051
CLEANLET	Italy	TO1995C003367	11/10/95	718744	7/17/97	Registered	Gainor Medical Europe Limited	Facet Ref#: 2G02.4-053
CLEANLET	Portugal	T003904193	6/2/2009			Pending	Facet Technologies Limited	Facet Ref#: 2G02.4-330
CLEANLET	Sweden	95-12680	11/3/95	317202	9/20/96	Registered	Gainor Medical Europe	Facet Ref#: 2G02.4-060
CLEANLET	United Kingdom	2043120	10/31/95	2043120	08/23/96	Registered	Facet Technologies Limited	Facet Ref#: 2G02.4-057
FACET	United Kingdom	2265228	3/23/01	2265228	03/23/01	Registered	Facet Technologies, LLC	Facet Ref#: 2G02.4-300
FACET TECHNOLOGIES	United Kingdom	2265227	3/23/01	2265227	03/23/01	Registered	Facet Technologies, LLC	Facet Ref#: 2G02.4-290
FACET TECHNOLOGIES (&	Community Trademarks	005614565	01/15/07	005614565	01/15/07	Registered	Facet Technologies, LLC	Facet Ref#: 2G02.4-270

<sup>1</sup> Gainor Medical Europe became Gainor Medical Europe Limited, which then became Facet Technologies, Ltd.

Trademark	Database	Appl. No	Appl. Date	Reg. No.	Reg. Date	Status	Owner	Comments
Design) 								
FACET TECHNOLOGIES (& Design) 	JP	2007-006483	01/29/07			Pending	Facet Technologies, LLC	Facet Ref#: 2G02.4-271
GGGG	Community Trademarks	273888	5/28/96	273888	11/11/98	Registered	Gainor Medical Europe (expired 5/28/06)	
I3	Community Trademarks	004345641	4/15/05	004345641	6/14/06	Registered	Facet Technologies, LLC	Facet Ref#: 2G02.4-180
IDEATION INNOVATION IMPLEMENTATION	Community Trademarks	004336236	4/8/05	4336236	04/08/05	Registered	Facet Technologies, LLC	Facet Ref#: 2G02.4-190

**TRADEMARKS NOT CURRENTLY IN USE**

<b>Trademark</b>	<b>Database</b>	<b>Appl. No</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
SURELITE	India	752562	2/19/1997			Abandoned
SURESEAL	India	752564	2/19/1997			Abandoned
CARELET	Japan	31835/1990	3/23/1990	4243206	2/26/1999	Abandoned
CARELET (in Katakana)	Japan	113326/1997	5/7/1997	4243207	2/26/1999	Abandoned
CLEANLET	Portugal	50551	11/14/1995	313685	9/3/1996	Abandoned
CLEANLET	Spain	1995849	11/14/1995	1995849	11/14/1995	Abandoned
FELIX	United States	78/274,450	7/15/2003			Abandoned
GAINOR MEDICAL	United States	74/733,681	9/25/1995	2,139,970	3/3/1998	Abandoned
MICROLANCE	United States	78/250,413	5/15/2003			Abandoned
MICROLANCET	United States	78/247,756	5/9/2003			Abandoned
Misc. Logo Design (Gainor Medical)	United States	75/034,413	12/19/1995	2,124,764	12/30/1997	Abandoned
THE COMFORTABLE CHOICE	United States	74/694,535	6/27/1995	1,985,492	7/9/1996	Abandoned

**TRADE NAMES**

None.

**COMMON LAW TRADEMARKS**

None.

**TRADEMARK LICENSES**

None.

Schedule I-7