

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
ZyloMed Inc.		12/22/2010	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	105 St-Jacques Street
Internal Address:	3rd Floor
City:	Montreal
State/Country:	CANADA
Postal Code:	H2Y 1L6
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3552462	ZYLOMED

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 623297

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:

900180146

**TRADEMARK
 REEL: 004459 FRAME: 0934**

CH \$40.00 3552462

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

12/31/2010

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ZYLOMED INC., a Nevada corporation (the "Grantor") with principal offices at 26381 South Tamiami Trail, Suite 130, Bonita Springs, Florida 34135, hereby grants to BANK OF MONTREAL, as Lender, with offices at 105 St-Jacques Street, 3rd Floor, Montreal, Quebec H2Y 1L6 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of December 22, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
22 day of December, 2010.

ZYLOMED INC., Grantor

By: Jeffrey M. Goodrich
Name: Jeffrey M. Goodrich
Title: Secretary and Treasurer

BANK OF MONTREAL,
as Lender and Grantee

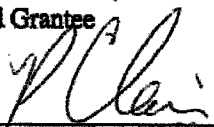
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
22 day of December, 2010.

ZYLOMED INC., Grantor

By: _____
Name: _____
Title: _____

BANK OF MONTREAL,
as Lender and Grantee

By:  _____
Name: Peter G. G.
Title: Directeur / Director

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
Zylomed and design	3,552,462	12/30/08