

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation		08/10/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Philadelphia Cervical Collar Co.		
Street Address:	1414 Metropolitan Avenue		
City:	Thorofare		
State/Country:	NEW JERSEY		
Postal Code:	08086		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1236145	PHILADELPHIA CERVICAL COLLAR	
Registration Number:	1869428	1/4	
Registration Number:	1744386	PHILADELPHIA	
Registration Number:	1951553	PHILLY	
Registration Number:	2621743	EMT'S CHOICE	
Registration Number:	2788885	PRO-FIT	
Registration Number:	2711342	PATRIOT	
Registration Number:	2875661	ATLAS	
Registration Number:	2404035	A-SERIES	
Registration Number:	2404036	BLOC-HEAD	
Registration Number:	2425671	C-BREEZE	
Registration Number:	2887669	C-LOC	
Registration Number:	2937017	JUST COLLARS	

CORRESPONDENCE DATA

900030322

**TRADEMARK
 REEL: 003142 FRAME: 0605**

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Fax Number: (212)969-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.969.4138
Email: jarias@proskauer.com
Correspondent Name: Juan C. Arias
Address Line 1: 1585 Broadway
Address Line 2: Proskauer Rose LLP
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Juan C. Arias
Signature:	/Juan C. Arias/
Date:	08/17/2005

Total Attachments: 4
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source=Antares.Philadelphia.Trademarks#page4.tif

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 10, 2005, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and Philadelphia Cervical Collar Co., a Delaware corporation ("Philadelphia Collar"), are parties to that certain Trademark Security Agreement dated as of June 17, 2005 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), pursuant to which Philadelphia Collar granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Released Trademarks (as such term is defined below) as security for certain obligations owing by Philadelphia Collar, and certain of its affiliates to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of July 11, 2003, as amended, restated, supplemented or otherwise modified from time to time, by and among Royce Medical Company, a Delaware corporation, Agent and the Lenders; and

WHEREAS, the Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on June 23, 2005, at Reel 003109, Frame 0619; and

WHEREAS, Philadelphia Collar has requested that Agent release its security interest in the Released Trademarks and reassign the same to Philadelphia Collar.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

1. Agent hereby releases its security interest in all of Philadelphia Collar's right, title and interest in and to all of the following:

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto (collectively, the "Released Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Released Trademark;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Philadelphia Collar against third parties for past, present or future (a) infringement or dilution of any Released Trademark and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Released Trademark or Trademark licensed under any Trademark license.

2. Agent hereby reassigns, grants and conveys to Philadelphia Collar, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Released Trademarks, and the goodwill of Philadelphia Collar's business connected with the use of and symbolized by the Released Trademarks.

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

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent

By: 
Name: **Chester R. Zara**
Title: **Director**

EXHIBIT A

Released Trademarks

SEE ATTACHED

Trademarks

Trademark	Country	Registration Number	Issue Date
Philadelphia Cervical Collar	USA	1,236,145	5/3/83
¼	USA	1,869,428	12/17/94
Philadelphia	USA	1,744,386	1/5/93
Philadelphia	Canada	479,839	8/7/97
Philadelphia	Mexico	549,817	9/29/97
Philadelphia	Europe	128,587	10/28/98
Philly	USA	1,951,553	1/23/96
Philly	Europe	128,579	9/14/98
EMT's Choice	USA	2,621,743	9/17/02
Pro-Fit	USA	2,788,885	12/2/03
Patriot	USA	2,711,342	4/29/03
Atlas	USA	2,875,661	8/17/04
A-Series	USA	2,404,035	11/14/00
Bloc-Head	USA	2,404,036	11/14/00
C-Breeze	USA	2,425,671	1/30/01
C-Loc	USA	2,887,669	9/21/04
Just Collars	USA	2,937,017	3/29/05

Licenses

Intellectual Property and Business Information License and Promotion Agreement, by and between Quality Care Sales Co. and Philadelphia Cervical Collar Co., dated 6/01/04.