

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
Medical Technology, Inc.		02/10/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 W. Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78925937	ARC-XR	
Serial Number:	78925922	ARC	
Serial Number:	78925911	PROGAIT	
Serial Number:	77617817	VOLARE	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8586386733		
Email:	karen.johanson@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 2:	Attn: Karen Johanson		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	329034-425		

CH \$115.00 78925937

NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	06/19/2009
Total Attachments: 5 source=Medical Technology IPSA#page1.tif source=Medical Technology IPSA#page2.tif source=Medical Technology IPSA#page3.tif source=Medical Technology IPSA#page4.tif source=Medical Technology IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 10, 2009 by and between COMERICA BANK ("Bank") and MEDICAL TECHNOLOGY, INC., a Texas corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor and the other parties thereto dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2601 Pinewood Drive
Grand Prairie, Texas 75051
Attn: James Hall, Chief Financial Officer

GRANTOR:

MEDICAL TECHNOLOGY, INC.

By: 

Title: Chief Executive Officer

BANK:

COMERICA BANK

By: 

Title: SVP

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

WEST 21638721
329034-000425

TRADEMARK
REEL: 004008 FRAME: 0677

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Medlinx connexion computer program	TXu000771669	12/5/96
Vitamins and minerals—hazardous to your health? : a study of the perils of excess vitamin and mineral usage	TXu000449572	12/13/90

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Walking boot for diabetic and other patients	10396031	3/25/03
Boot for treatment of plantar fasciitis	10737396	12/15/03
Muscle powered dynamic knee brace	10774657	2/5/04
Stabilizing knee hinge	4463751	8/7/84
Motion restraining knee brace	4817588	4/4/89
Passive motion exerciser	4834073	5/30/89
Dynamically shiftable counter shear force knee brace	4955369	9/11/90
Knee-ankle-foot positioning kit	7166083	1/23/07
Walking boot for diabetic and other patients	7418755	9/2/08
Adjustable ratchet buckle fastener	7117569	10/10/06
Walking boot for diabetic and other patients	09745313	12/21/00
Knee-ankle foot positioning kit	131323	6/16/05
Adjustable ratchet buckle fastener	174459	8/10/06

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
ARC-XR	78925937	7/10/06
ARC	78925922	7/10/06
ProGait	78925911	7/10/06
VOLARE	77617817	11/19/08