

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RGH Eneerprises, Inc.		10/01/2010	Incorporation:

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent
Street Address:	c/o MS Agency
Internal Address:	1 Pierrepont Plaza
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	Incorporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1775606	EDGE PARK
Registration Number:	2745852	EDGE PARK
Registration Number:	3355870	EDGE PARK MEDICAL SUPPLIES
Registration Number:	2522311	IM
Registration Number:	2522296	INDEPENDENCE
Registration Number:	2546761	INDEPENDENCE MEDICAL
Registration Number:	3176139	RELIAMED
Registration Number:	3317147	RELIAMED
Registration Number:	3355868	WHAT YOU NEED, WHEN YOU NEED IT
Serial Number:	77761508	MEDCONNECT

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900172955

**TRADEMARK
 REEL: 004288 FRAME: 0816**

CH \$265.00 1775606

Phone: 212.310.8000
Email: vindra.richter@weil.com, suzanne.inglis@weil.com
Correspondent Name: Vindra Richter/si
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	71620.0090.K.BORUN/SI
NAME OF SUBMITTER:	Vindra Richter/si
Signature:	/Vindra Richter/
Date:	10/01/2010

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2010, by RGH ENTERPRISES, INC. (the "Company" or the "Grantor"), in favor of Morgan Stanley Senior Funding, Inc. ("MSSF"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of October 1, 2010 (together with all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among HGI Holding, Inc. (the "Company") and the other borrowers party thereto (and together with the Company, collectively, the "Borrowers"), Holdings, the Lenders party thereto, the Issuers party thereto, MSSF, as administrative agent for the Lenders and the Issuers, Goldman Sachs Lending Partners LLC ("GS Lending Partners") as syndication agent, Jefferies Finance LLC ("Jefferies Finance") and Fifth Third Bank as documentation agents, and GS Lending Partners, MSSF and Jefferies Finance as joint lead arrangers and joint bookrunning managers, the Lenders and Issuers have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Guaranty pursuant to which it has guaranteed the Obligations; and

WHEREAS, the Grantor is a party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Notice and Confirmation of Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby confirms the grant to the Administrative Agent for the benefit of the Secured Parties of a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its United States Trademarks, including, without limitation, those referred to on *Schedule I* hereto and all United States Trademark Licenses to which it is a party; and

(b) all Proceeds of the foregoing.

Section 3. Security Agreement

This Trademark Security Agreement confirms the security interest granted to the Administrative Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

Grantor

RGH ENTERPRISES, INC.

By: 
Name: Kurt Packer
Title: Treasurer and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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IN WITNESS WHEREOF, 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.

Very truly yours,

Grantor

RGH ENTERPRISES, INC.


By: _____

Name: Kurt Packer

Title: Treasurer and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: 

Name:

Title:

Christy S. Nelson
ED

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Ohio Trade Names

Trade Name	Type	Description of Goods or Services	Owner	Charter / Registration Number	Status
EDGE PARK MEDICAL SUPPLIES	Registered Trade Name	Registered Trade Name	RGH Enterprises, Inc.	1720708	Active
EDGE PARK SURGICAL, INC.	Registered Trade Name	Retail sales and rentals of durable medical equipment and surgical supplies	RGH Enterprises, Inc.	RN103398	Active
INDEPENDENCE MEDICAL					“Independence Medical, Inc” is registered as foreign corporation. However, corporation is dead. Need to have successor cancel foreign registration to register trade name. Since “Independence Medical” is registered trademark, trade name is necessary only if executing contracts in the name of Independence Medical, Inc.

Illinois Fictitious Names

Fictitious Name	Type	Owner	Status
Edgepark Medical Supplies, Inc.	Foreign Corporation / Fictitious Name	RGH Enterprises, Inc.	Active
Independence Medical	Foreign Corporation /	RGH Enterprises, Inc.	Active

	Fictitious Name	
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California Fictitious Names

Fictitious Name	Type	Owner	Certificate	Status
EDGE PARK MEDICAL SUPPLIES			2009-017938	Filed

Florida Fictitious Names

Fictitious Name	Type	Owner	Status
EDGE PARK MEDICAL SUPPLIES	Fictitious Name	RGH Bonefish Company (RGH Enterprises, Inc. in Ohio)	Active
INDEPENDENCE MEDICAL	Fictitious Name	RGH Bonefish, Inc. (RGH Enterprises, Inc. in Ohio)	Active



New York Fictitious Names

Fictitious Name	Type	Owner	Status
Edgepark Medical Supplies, Inc.	Foreign Corporation / Fictitious Name	RGH Enterprises, Inc.	Active



Texas Fictitious Names

Fictitious Name	Type	Owner	File Number	Status
Edgepark Medical Supplies, Inc.	Foreign Corporation / Fictitious Name	RGH Enterprises, Inc.	800957645	Active
Fictitious Name	Type	Owner	Certificate	Status
Edgepark Medical Supplies, Inc.	Fictitious Name	RGH Enterprises		Assumed names are valid in Dallas County, TX for ten years.

Federal Trademarks & Service Marks

Mark	Description & Class	Owner	Registration No.	Serial No.	Status
EDGE PARK	IC 042. US 101. G & S: distributorship services in the field of medical equipment and supplies.	RGH Enterprises, Inc.	1775606 Principal	74323090	Renewed 2/5/2004
	IC 035. US 100 101 102. G & S: Distributorship services in the field of medical equipment and supplies.	RGH Enterprises, Inc.	2745852 Principal	76195269	Registered 8/5/2003
EDGE PARK MEDICAL SUPPLIES	IC 035. G & S: Distributorship services in the field of medical equipment and supplies; Mail order services featuring medical equipment and supplies; On-line ordering services featuring medical equipment and supplies	RGH Enterprises, Inc.	3355870 Principal	77150744	Registered 12/18/2007
	IC 035. US 100 101 102. G & S: Wholesale distributorships featuring medical equipment and supplies.	RGH Enterprises, Inc.	2522311 Principal	76195199	Section 8 and 15 affidavits have been accepted and acknowledged 3/31/2007

Mark	Description & Class	Owner	Registration No.	Serial No.	Status
INDEPENDENCE	IC 035. US 100 101 102. G & S: wholesale distributorships featuring medical equipment and supplies.	RGH Enterprises, Inc.	2522296 Principal	76184327	Section 8 (6-year) accepted & Section 15 acknowledged 3/24/2007
INDEPENDENCE MEDICAL	IC 035. US 100 101 102. G & S: Wholesale distributorships featuring medical equipment and supplies.	RGH Enterprises, Inc.	2546761 Principal	76185618	Section 8 (6-year) accepted & Section 15 acknowledged 4/10 2007
MEDCONNECT	IC 035 G & S: Providing medical supplies and healthcare devices to individuals; Providing referrals to individuals regarding eligible suppliers for supplying medical supplies and healthcare devices	RGH Enterprises, Inc.		77761508	Final review prior to publication completed, application will be published for opposition

Mark	Description & Class	Owner	Registration No.	Serial No.	Status
Reliamed	IC 005. US 006 018 044 046 051 052. G & S: Home medical supplies, namely medicated pre-moistened wipes; bandages, namely, adhesive bandages, bandages for dressings and skin wounds, surgical bandages; gauze for dressings, and adhesive medical tape and surgical tape.	RGH Enterprises, Inc.	3176139 Principal	78581575	Registered 11/28/2006
	IC 010. US 026 039 044. G & S: Home medical equipment and supplies, namely blood pressure monitors, blood pressure accessories, and electrotherapy equipment.	RGH Enterprises, Inc.	3317147 Principal	78581591	Registered 10/23/2007
 (continued)	IC 005. US 006 018 044 046 051 052. G & S: Home medical supplies, namely medicated pre-moistened wipes, bandages, gauze for dressings, and medical and surgical tape.	RGH Enterprises, Inc.	3317147 Principal	78581591	Registered 10/23/2007

Mark	Description & Class	Owner	Registration No.	Serial No.	Status
WHAT YOU NEED, WHEN YOU NEED IT.	IC 035. US 100 101 102. G & S: Distributorship services in the field of medical equipment and supplies; Mail order services featuring medical equipment and supplies; On-line ordering services featuring medical equipment and supplies, all exclusively in connection with sales to individuals for personal use.	RGH Enterprises, Inc.	3355868 Principal	77150705	Registered 7/17/2008