

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
Roscoe Medical		08/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	315 Deaderick Street
Internal Address:	Suite 700
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37237
Entity Type:	CORPORATION: ALABAMA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4354597	TENS 2 GO
Registration Number:	4160531	US 1000
Registration Number:	3982139	INTENSITY
Registration Number:	3986391	ELECTRELIEF
Registration Number:	3917801	RELIEF WRAP
Registration Number:	3990681	SUB ZERO
Registration Number:	3905354	FUEGO
Registration Number:	3500865	BANTEX
Registration Number:	3384840	AMERICAN BANTEX
Registration Number:	2959015	TWIN STIM
Registration Number:	4134482	TENS 7000
Registration Number:	4134481	TENS 3000
Registration Number:	3254752	VA VALUEADVANTAGE

OP \$490.00 4354597

Serial Number:	85848459	QUATTRO II
Serial Number:	85848453	SOUNDCARE PLUS
Serial Number:	85848438	COMBOCARE
Serial Number:	85449837	BETTER LIVING.
Serial Number:	85449722	ROSCOE MEDICAL
Serial Number:	85926210	TENS CELL

CORRESPONDENCE DATA

Fax Number: 4048817777
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-881-7000
Email: laura.kees@alston.com,angie.wicker@alston.com
Correspondent Name: Laura Kees, Esq.
Address Line 1: 1201 West Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	112180/435308
NAME OF SUBMITTER:	Laura Kees
Signature:	/Laura Kees/
Date:	09/03/2013

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

August 28, 2013

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Roscoe Medical, Inc., a Delaware corporation (the "Grantor"), with principal offices at 21973, Commerce Parkway, Strongsville, Ohio 44149, hereby assigns and grants to REGIONS BANK, as Collateral Agent (the "Grantee") with principal offices at 315 Deaderick Street, Suite 700, Nashville, Tennessee 37237, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (excluding any "intent-to-use" trademark applications for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted)) (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to, on or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), 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 by and among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of August 28, 2013 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Security Agreement").

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement and shall be terminated and released in accordance with the termination of the Security Interests under and pursuant to the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those 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 Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

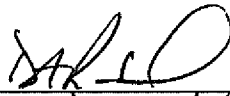
This Agreement may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT AND THE RIGHTS AND SECURED OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF EXCEPT FOR SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NON-PERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

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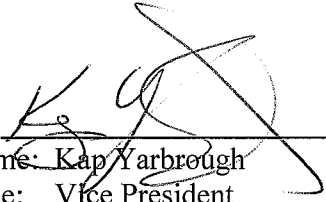
IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date referenced above.

ROSCOE MEDICAL, INC., as Grantor

By: 
Name: *Danica A Radish*
Title: *CFO*

[Signatures Continue on Next Page]

REGIONS BANK,
as Collateral Agent, as Grantee

By: 
Name: Kap Yarbrough
Title: Vice President

Schedule A

TRADEMARK APPLICATIONS AND REGISTRATIONS

Owner: Roscoe Medical, Inc.

Trademark	Application Number	Application Date	Registration Number	Registration Date
QUATTRO II	85/848,459	2/13/2013	N/A	N/A
SOUNDCARE PLUS	85/848,453	2/13/2013	N/A	N/A
COMBOCARE	85/848,438	2/13/2013	N/A	N/A
BE YOUR OWN BEAUTY EXPERT	85/815,844	1/4/2013	N/A	N/A
NUVITA	85/805,481	12/18/2012	N/A	N/A
TENS 2 GO	N/A	N/A	4,354,597	6/18/2013
TENS 2 GO	Canadian Application 1,564,050	2/14/2012	N/A	N/A
BETTER LIVING	85/449,837	10/18/2011	N/A	N/A
ROSCOE MEDICAL & DESIGN	85/449,722	10/18/2011	N/A	N/A
US 1000	N/A	N/A	4,160,531	6/19/2012
INTENSITY	N/A	N/A	3,982,139	6/21/2011
INTENSITY	Canadian Application 1,574,271	4/20/2012	N/A	N/A
ELECTRELIEF	N/A	N/A	3,986,391	6/28/2011
RELIEF WRAP	N/A	N/A	3,917,801	2/8/2011
SUB ZERO	N/A	N/A	3,990,681	7/5/2011
FUEGO	N/A	N/A	3,905,354	1/11/2011
BANTEX	N/A	N/A	3,500,865	9/16/2008
AMERICAN BANTEX	N/A	N/A	3,384,840	2/19/2008
TWIN STIM	N/A	N/A	2,959,015	6/7/2005
TENS 7000	N/A	N/A	4,134,482	5/1/2012
TENS 7000	Canadian Application 1,559,335	1/11/2012	N/A	N/A
TENS 3000	N/A	N/A	4,134,481	5/1/2012
TENS 3000	Canadian Application 1,559,336	1/11/2012	N/A	N/A
VA VALUEADVANTAGE	N/A	N/A	3,254,752	06/26/2007
TENS CELL	85/926,210	5/8/2013	N/A	N/A