

7-16-03 TRA



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Conmed Integrated OR Solutions, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (NY)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 26, 2003

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/194,313

B. Trademark Registration No.(s)

2,653,487 ; 2,169,113 ; 2,627,522 ; 2,638,523

Additional number(s) attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41):\$ 140.00

- ☐ Enclosed
☒ Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robyn Rahbar, Esq.

Name of Person Signing

Robyn Rahbar
Signature

7/14/03
Date

07/16/2003 EC00PER 00000216 76194313

Total number of pages including cover sheet, attachments, and document: 8

01 FC:8521
02 FC:8522

40.00 UP
100.00

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002778 FRAME: 0182

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 26, 2003 is made by CONMED INTEGRATED OR SOLUTIONS, INC., a New York corporation (the "Additional Grantor"), in favor of JPMorgan Chase Bank (formerly The Chase Manhattan Bank), a New York banking corporation, as administrative agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") parties to the Credit Agreement, dated as of August 28, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CONMED Corporation (the "Borrower"), the Lenders, JPMorgan Chase Bank, as syndication agent (in such capacity, the "Syndication Agent"), Citibank, N.A., Credit Lyonnais and Fleet National Bank, as documentation agents (in such capacity, the "Documentation Agents") and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have executed and delivered a Guarantee and Collateral Agreement, dated as of August 28, 2002, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to Section 3 of the Guarantee and Collateral Agreement, the Borrower and certain of its Affiliates (each party thereunder, a "Grantor") pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks;

WHEREAS, pursuant to Section 6.9(c) of the Credit Agreement and in connection with the Borrower's acquisition of the Additional Grantor, the Additional Grantor executed an Assumption Agreement, dated as of March 26, 2003, in favor of the Agent, in order to become a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor; and

WHEREAS, the Additional Grantor has duly authorized the execution and delivery of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Additional Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Additional Grantor hereby pledges and grants a continuing security interest in all of its right, title and interest in and to the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Additional Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Additional Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Additional Grantor does hereby acknowledge that this security interest is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and is not intended to increase, decrease or alter in any way the rights, remedies and obligations of the Additional Grantor and/or Agent set forth therein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONMED INTEGRATED OR SOLUTIONS, INC.

By: 

Name:

Title:

JPMORGAN CHASE BANK
as Agent for the Lenders

By: _____

Name:

Title:

STATE OF

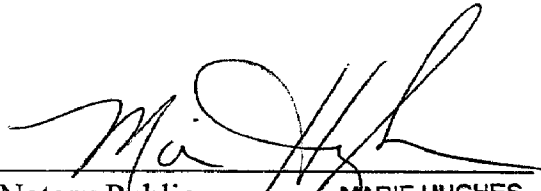
)

) ss

COUNTY OF

)

On the 16th day of June, 2003, before me personally came Daniel S. Jonas, who is personally known to me to be the Secretary of CONMED Integrated OR Solutions, Inc., a New York corporation, who, being duly sworn, did depose and say that she/he is the _____ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public **MARIE HUGHES**
NOTARY PUBLIC, State of New York
No. 01HU4915676
Qualified in New York County
Commission Expires 12/05

(PLACE STAMP AND SEAL ABOVE)

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONMED INTEGRATED OR SOLUTIONS, INC.

By: _____

Name:

Title:

JPMORGAN CHASE BANK

as Agent for the Lenders

By: Frederick K. Miller

Name: Frederick K. Miller

Title: Vice President

STATE OF New York)
) ss
COUNTY OF Onondaga

On the 19th day of June, 2003, before me personally came Frederick K. Miller, who is personally known to me to be the Vice President of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Barbara Tomchik
Notary Public

BARBARA TOMCHIK
NOTARY PUBLIC, State of New York
No. 4644250
Qualified in Onondaga County
My Commission Expires Jan. 31, ~~1999~~ 2006

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>Trademarks</u>	<u>Serial or Registration Number</u>
VAL MED	2,653,487
VAL MED	2,169,113
SURGEON'S ASSISTANT	76/194,313
NURSE'S ASSISTANT	2,627,522
INNOVATION FOR THE MEDICAL ENVIRONMENT	2,638,523