Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027- (exp. 6/30/2005)

REC T 08-01-2003 ET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

8-1-03

Tab settings → → →

102514206

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

1. Name of conveying party(ies):

Conmed Corporation

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

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

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

3. Nature of conveyance:

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

Execution Date: August 28, 2002

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

A. Trademark Application No.(s)
See Attached Schedule A

B. Trademark Registration No.(s)
See Attached Schedule A

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: 89

7. Total fee (37 CFR 3.41): .....$ 2,240.00

☐ 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

7/31/03
Date

08/04/2003 BTON11 00000072 76413606

Total number of pages including cover sheet, attachments, and document: 13

01 FC:8521 40.00 OP
02 FC:8522 2200.00 OP

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

SCHEDULE A

Trademarks of CONMED Corporation

(Dated as of August 28, 2002)

Trademark	Trademark Registration or Serial Number
1PORT	76/413,606
ABCFLEX	2,529,158
ABCFORCEPS	76/346,548
ABCNEEDLE	76/346,548
ABCSNARE	76/346,650
ACOUSTIX	1,525,177
BIG YANK	75/894,733
BIPOLIGATOR	2,102,140
CLEARVAC	2,377,560
CONMED	1,004,240
CONMED	2,213,939
CONMED ELECTROSURGERY	76/292,356
CONMED ENDOSCOPY	76/292,366
CONMED ENDOSCOPY INNOVATIVE PARTNERS IN SURGERY AND DESIGN	76/219,255
DESIGN ONLY	1,803,545
CON MED AND DESIGN	1,246,193
DESIGN ONLY	1,216,527
DESIGN ONLY	1,608,776
DESIGN ONLY	1,582,415
DETACHATIP	1,828,839
DIRECTOR	1,867,566
E-TRODE	2,537,903
EXAMINE	1,857,228
EXCALIBUR PLUS PC	2,058,975
EXCEL	1,960,642
EXCEL DR	2,011,191

EXPOSE	1,873,719
EXTRACT	1,878,200
FLEX YANK	76/043,164
FLOVAC	2,583,651
GELTEC	76/364,229
GOLD LINE	2,658,384
GRAB-IT	1,166,358
HOLTRODE	1,497,559
HYFRE CUTTER	76/047,715
I.V. INSTANT TIMER POCKET AUTOMATIC AND DESIGN	1,762,647
I.V. MASTER FLOW	1,245,156
MACROLYTE	1,390,441
MICROLAP	1,997,090
MICROSPAN	2,213,254
MICROSURGE	1,819,436
MMC AND DESIGN	1,267,004
PARTNERSHIP REWARDS PROGRAM	2,535,550
PLEURA-GARD	1,487,497
PORT SAVER	1,820,536
POWER POINT	2,531,366
QUAD	75/812,005
REFLEX	2,000,632
SABRE	2,533,478
SPORTPATCH	2,670,236
SPORTSKIN	76/359,173
STAT 2	1,732,804
STRIP-'N-TAPE	1,496,500
SYSTEM 7500	2,512,319
THERMOGARD	2,086,562
TRO-GARD	1,690,026
TROGARD	1,888,351
TROGARD FINESSE	2,161,354
ULTRACLEAN	2,616,694

UNIVERSAL PLUS AND DESIGN	1,987,901
VCARE	2,169,805
VENI-GARD	1,201,734
DESIGN ONLY	1,608,776
DESIGN ONLY	1,582,415
VERSA SLIM	1,429,125
ABC	1,565,724
ACCUTAC	1,456,387
BEAMER PLUS	2,049,915
BEND-A-BEAM	2,049,916
BIRTCHER MEDICAL SYSTEMS	1,826,260
CLEARSITE	1,640,898
CLEARSITE	1,772,752
DIA TEMP	1,280,611
DIA TEMP II	1,301,440
ELECTROLASE	1,485,171
HIGH-DEMAND	1,454,095
HYFRE-VAC	1,873,601
HYFRECATOR	367,316
HYFRECATOR PLUS	1,608,982
NDM	1,276,854
NDM	933,637
PLIA-CELL	1,670,154
PROFILE	1,870,448
RES TEST	1,309,832
RETEST AND DESIGN	1,298,654
RETEST	1,299,399
SILVON	1,085,414
TENDER TRACE	1,719,421
V-TRACE	1,055,971

GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of August 28, 2002 is made by CONMED Corporation, a New York corporation, (the "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 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 JPMorgan Chase Bank, as administrative 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 Grantor has 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 the Guarantee and Collateral Agreement, 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 all Trademarks "now owned or at any time hereafter acquired" by the Grantor;

WHEREAS, Grantor has duly authorized the execution, delivery and performance of the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the foregoing, the Grantor has duly authorized the execution and delivery of this Grant of Security Interest in Trademark Rights;

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 Grantor pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. 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. 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 Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by 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. 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 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 CORPORATION

By:_____
Name: Daniel S. Jonas
Title: Vice President - Legal Affairs

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By:_____
Name:
Title:

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 CORPORATION

By:_____
Name:
Title:

JPMORGAN CHASE BANK
as Administrative 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 24th 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, ~~1992~~ 2006

(PLACE STAMP AND SEAL ABOVE)

509265-0548-08923-NY01.2218045.4

SCHEDULE A

Trademarks of CONMED Corporation

(Dated as of August 28, 2002)

Trademark	Trademark Registration or Serial Number
1PORT	76/413,606
ABCFLEX	2,529,158
ABCFORCEPS	76/346,548
ABCNEEDLE	76/346,548
ABCSNARE	76/346,650
ACOUSTIX	1,525,177
BIG YANK	75/894,733
BIPOLIGATOR	2,102,140
CLEARVAC	2,377,560
CONMED	1,004,240
CONMED	2,213,939
CONMED ELECTROSURGERY	76/292,356
CONMED ENDOSCOPY	76/292,366
CONMED ENDOSCOPY INNOVATIVE PARTNERS IN SURGERY AND DESIGN	76/219,255
DESIGN ONLY	1,803,545
CON MED AND DESIGN	1,246,193
DESIGN ONLY	1,216,527
DESIGN ONLY	1,608,776
DESIGN ONLY	1,582,415
DETACHATIP	1,828,839
DIRECTOR	1,867,566
E-TRODE	2,537,903
EXAMINE	1,857,228
EXCALIBUR PLUS PC	2,058,975
EXCEL	1,960,642
EXCEL DR	2,011,191

EXPOSE	1,873,719
EXTRACT	1,878,200
FLEX YANK	76/043,164
FLOVAC	2,583,651
GELTEC	76/364,229
GOLD LINE	2,658,384
GRAB-IT	1,166,358
HOLTRODE	1,497,559
HYFRE CUTTER	76/047,715
I.V. INSTANT TIMER POCKET AUTOMATIC AND DESIGN	1,762,647
I.V. MASTER FLOW	1,245,156
MACROLYTE	1,390,441
MICROLAP	1,997,090
MICROSPAN	2,213,254
MICROSURGE	1,819,436
MMC AND DESIGN	1,267,004
PARTNERSHIP REWARDS PROGRAM	2,535,550
PLEURA-GARD	1,487,497
PORT SAVER	1,820,536
POWER POINT	2,531,366
QUAD	75/812,005
REFLEX	2,000,632
SABRE	2,533,478
SPORTPATCH	2,670,236
SPORTSKIN	76/359,173
STAT 2	1,732,804
STRIP-'N-TAPE	1,496,500
SYSTEM 7500	2,512,319
THERMOGARD	2,086,562
TRO-GARD	1,690,026
TROGARD	1,888,351
TROGARD FINESSE	2,161,354
ULTRACLEAN	2,616,694

UNIVERSAL PLUS AND DESIGN	1,987,901
VCARE	2,169,805
VENI-GARD	1,201,734
DESIGN ONLY	1,608,776
DESIGN ONLY	1,582,415
VERSA SLIM	1,429,125
ABC	1,565,724
ACCUTAC	1,456,387
BEAMER PLUS	2,049,915
BEND-A-BEAM	2,049,916
BIRTCHER MEDICAL SYSTEMS	1,826,260
CLEARSITE	1,640,898
CLEARSITE	1,772,752
DIA TEMP	1,280,611
DIA TEMP II	1,301,440
ELECTROLASE	1,485,171
HIGH-DEMAND	1,454,095
HYFRE-VAC	1,873,601
HYFRECATOR	367,316
HYFRECATOR PLUS	1,608,982
NDM	1,276,854
NDM	933,637
PLIA-CELL	1,670,154
PROFILE	1,870,448
RES TEST	1,309,832
RETEST AND DESIGN	1,298,654
RETEST	1,299,399
SILVON	1,085,414
TENDER TRACE	1,719,421
V-TRACE	1,055,971

SIMPSON THACHER & BARTLETT LLP
425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE (212) 455-2502

DIRECT DIAL NUMBER
(212) 455-2254

E-MAIL ADDRESS
RRahbar@stblaw.com

VIA EXPRESS MAIL

July 31, 2003

Re: Recordation of Security Interest

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Assignment Division
1213 Jefferson Davis Hwy, 3rd Floor
Arlington, VA 22202

Dear Madam or Sir:

Enclosed for recording please find a Security Interest in favor of JPMorgan Chase Bank, as Administrative Agent, covering 89 U.S. trademarks.

Also completed and enclosed is form PTO-2038, authorizing credit card payment in the amount of $ 2,240.00 to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,

Robyn Rahbar

Enclosures