

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	IP Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CaridianBCT, Inc.		01/31/2009	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Citicorp Trustree Company Limited
Street Address:	Citigroup Centre
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5LB
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3336236	
Registration Number:	3336237	
Registration Number:	3360381	ATREUS
Registration Number:	1128505	COBE
Registration Number:	3409743	OPTIA
Registration Number:	3349916	SPECTRA OPTIA
Serial Number:	77556105	CADENCE
Serial Number:	77411508	
Serial Number:	77411593	
Serial Number:	77411616	
Serial Number:	77411072	CARIDIANBCT
Serial Number:	77411114	CARIDIANBCT
Serial Number:	77411426	CARIDIANBCT
Serial Number:	77411455	CARIDIANBCT

CH \$415.00 3336236

Serial Number:	77411480	CARIDIANBCT
Serial Number:	77411095	CARIDIANBCT

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 011812 005

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Jean Paterson

Signature: /Jean Paterson/

Date: 05/21/2009

Total Attachments: 6
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Intellectual Property Security Agreement Supplement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "IP Security Agreement Supplement") dated as of January 31, 2009 is made by CaridianBCT, Inc. (the "Grantor") in favor of Citicorp Trustee Company Limited, as Security Agent (the "Security Agent") for the Secured Parties (as defined below).

WHEREAS, Gambro Holding AB (formerly Indap AB; now succeeded as Gambro AB) (the "Parent"), a company organized under the laws of Sweden, and certain of its Subsidiaries (including the Grantor) have entered into a Senior Facilities Agreement dated 5 June 2006, as amended by an amendment agreement dated 7 June 2006, as amended and restated pursuant to amendment and restatement agreements dated 18 July 2006, 9 November 2006 and 20 March 2007 and as amended pursuant to an amendment letter dated 24 July 2007 (said Agreement, as the same may further be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Senior Facilities Agreement") with Citibank International plc as agent (the "Senior Agent"), the Security Agent, Citigroup Global Markets Limited and Morgan Stanley Bank International Limited as mandated lead arrangers (the "Arrangers"), the Original Lenders (as defined therein) and others.

WHEREAS, the Parent has entered into a Mezzanine Facility Agreement dated 5 June 2006, as amended by amendment agreements dated 7 June 2006 and 11 December 2006, as amended and restated pursuant to amendment and restatement agreements dated 9 November 2006 and 20 March 2007 and as amended pursuant to an amendment letter dated 24 July 2007 (said Agreement, as the same may further be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Mezzanine Facility Agreement" and, together with the Senior Facilities Agreement, the "Facilities Agreements") with the Arrangers, Citibank International plc as agent (the "Mezzanine Agent"), the Original Lenders (as defined therein) and the Security Agent.

WHEREAS, the Parent has entered into an Intercreditor Agreement dated 5 June 2006 and as amended and restated pursuant to an amendment and restatement agreement dated 9 November 2006 (said Agreement, as the same may further be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Intercreditor Agreement"), with the banks and financial institutions listed therein as the Original Senior Lenders and the Original Mezzanine Lenders, the Senior Agent, the Mezzanine Agent, the Security Agent and others.

WHEREAS, pursuant to the Facilities Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated as of November 17, 2006 made by the Grantor and such other persons to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, the Grantor and such other persons have executed and delivered that certain Intellectual Property Security Agreement made by the Grantor and such other Persons to the Security Agent dated as of November 17, 2006 (as the same may be further amended, amended and restated,

supplemented or otherwise modified from time to time, the "IP Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of such Grantor to the Security Agent for the rateable benefit of the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Confirmation of Grant of Security

The Grantor hereby acknowledges and confirms the grant of a security interest to the Security Agent for the rateable benefit of the Secured Parties under the Security Agreement and the IP Security Agreement in and to all of the Grantor's right, title and interest in and to the following (the "Additional Collateral"):

- 1.1 all material United States, patents, patent applications, and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- 1.2 all material United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (the "Trademarks");
- 1.3 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents and Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.4 any and all proceeds of the foregoing.

2. Supplement to Security Agreement and IP Security Agreement

Schedule 5 to the Security Agreement and Schedules A and B to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

3. Recordation

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

4. Governing Law

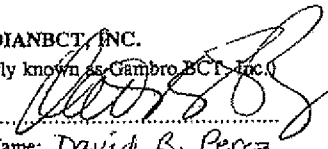
This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

4. **Governing Law**

This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CARIDIANBCT, INC.
(formerly known as Gambro BCT, Inc.)

By 
Name: David B. Perez
Title: Pres. & CEO

TRADEMARKS

(as of January 15, 2009)

Mark Name	Country	Owner	Class Number	Current Reg No	Current Reg Date	Renewal Date
ATREUS - Design	United States	CaridianBCT, Inc.	5	3336236	13-Nov-2007	13-Nov-2017
ATREUS - Design	United States	CaridianBCT, Inc.	9, 10	3336237	13-Nov-2007	13-Nov-2017
ATREUS - Design	United States	CaridianBCT, Inc.	5, 10	3288346	04-Sep-2007	28-Dec-2015
ATREUS - Word	United States	CaridianBCT, Inc.	5	3360381	25-Dec-2007	25-Dec-2017
ATREUS - Word	United States	CaridianBCT, Inc.	5, 10	3352583	11-Dec-2007	04-Oct-2014
COBE - Word	United States	CaridianBCT, Inc.	10	1128505	01-Jan-1980	01-Jan-2010
OPTIA - Word and Design	United States	CaridianBCT, Inc.	10	3409743	08-Apr-2008	08-Apr-2018
SPECTRA OPTIA - Word	United States	CaridianBCT, Inc.	10	3349916	04-Dec-2007	04-Dec-2017

TRADEMARK APPLICATIONS

(as of February 11, 2009)

MARK NAME	COUNTRY	CURRENT RECORDED OWNER	FILING NUMBER	CURRENT APPLICATION NUMBER
CADENCE - word	United States	CARIDIANBCT, INC.	01	77/556105
CARIDIANBCT - design only	United States	CARIDIANBCT, INC.	05	77/411508
CARIDIANBCT - design only	United States	CARIDIANBCT, INC.	09	77/411593
CARIDIANBCT - design only	United States	CARIDIANBCT, INC.	10	77/411616
CARIDIANBCT - word	United States	CARIDIANBCT, INC.	05	77/411072
CARIDIANBCT - word	United States	CARIDIANBCT, INC.	09	77/411095
CARIDIANBCT - word	United States	CARIDIANBCT, INC.	10	77/411114
CARIDIANBCT - word and design	United States	CARIDIANBCT, INC.	05	77/411426
CARIDIANBCT - word and design	United States	CARIDIANBCT, INC.	09	77/411455
CARIDIANBCT - word and design	United States	CARIDIANBCT, INC.	10	77/411480