

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
Gambro Lundia AB		03/31/2009	Limited Liability Company (Swedish Aktiebolag): SWEDEN
RECEIVING PARTY DATA			
Name:	Citicorp Trustee 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:	3190425		
Registration Number:	3298088	DIAMARS	
Registration Number:	3170117	DRYAC	
Registration Number:	2780017	GAMBRO QUICKSET	
Registration Number:	3511116	HEMALARM	
Registration Number:	3298087	MARS	
Registration Number:	3353502	POSICLEAR	
Registration Number:	3341085	PRISMASOL	
Serial Number:	77046531	AK 96	
Serial Number:	78901021	CLEANCART	
Serial Number:	78901496	CLEANCART	
Serial Number:	77410056	EVODIAL	
Serial Number:	77536145	HCO	

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TRADEMARK
REEL: 003991 FRAME: 0193

Serial Number:	78948766	MARS FLUX
Serial Number:	78730253	OXIRIS
Serial Number:	77618770	THERALITE

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:

011812-040

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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This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "**PTO Security Agreement Supplement**") dated as of March 31, 2009 is made by Gambro Lundia AB (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 Agreements, the Grantor has entered into an Intellectual Property Security Agreement dated as of November 17, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") with the Security Agent and others. Terms used in this PTO Security Agreement Supplement and not otherwise defined are used herein as defined in the IP Security Agreement.

WHEREAS, under and subject to the terms of the of the IP Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Security Agent for the rateable benefit of the Secured Parties, and has agreed as a condition thereof to execute this PTO Security Agreement Supplement covering certain

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

- 1.1 all United States patents, patent applications, and patent licenses of such Grantor 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 United States trademark and service mark registrations, application, and licenses of such Grantor set forth in Schedule A 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 1 to the IP Security Agreement and Schedule 1 to the Intellectual Property 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 PTO Security Agreement Supplement.

4. Governing Law

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

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

GAMBRO LUNDIA AB

By

Name

Title: Ingmar Magnusson
General Counsel

TRADEMARKS

Mark Name	Country	Owner	Class Number	Current Reg No	Current Reg Date	Renewal Date
BICART - 3D - 1150 grams - Design	United States	Gambro Lundia AB	5	3190425	02-Jan-2007	02-Jan-2017
DIAMARS - Word	United States	Gambro Lundia AB	10	3298088	25-Sep-2007	25-Sep-2017
DRYAC - Word	United States	Gambro Lundia AB	5	3170117	07-Nov-2006	07-Nov-2016
GAMBRO QUICKSET - Word	United States	Gambro Lundia AB	10	2780017	04-Nov-2003	04-Nov-2013
HEMALARM - Word	United States	Gambro Lundia AB	10	3511116	07-Oct-2008	07-Oct-2018
MARS - Word	United States	Gambro Lundia AB	10	3298087	25-Sep-2007	25-Sep-2017
POSICLEAR - Word	United States	Gambro Lundia AB	10	3353502	11-Dec-2007	11-Dec-2017
PRISMASOL - Word	United States	Gambro Lundia AB	5	3341085	20-Nov-2007	20-Nov-2017
PRISMOCITRATE - Word	United States	Gambro Lundia AB	5	3181233	05-Dec-2006	05-Dec-2016
PROGRESS IT'S IN OUR BLOOD - Word	United States	Gambro Lundia AB	5, 9, 10, 16, 35, 37, 41, 44	3382094	12-Feb-2008	12-Feb-2018

TRADEMARK APPLICATIONS

MARK NAME	COUNTRY	CURRENT RECORDED OWNER	FILING NUMBER	CURRENT APPLICATION NUMBER
AK 96 - Word	United States	Gambro Lundia AB	10	77/046531
CLEANCART - Word	United States	Gambro Lundia AB	5	78/901021
CLEANCART - Word	United States	Gambro Lundia AB	10	78/901496
EVODIAL - Word	United States	Gambro Lundia AB	10	77/410056
HCO - Word	United States	Gambro Lundia AB	10	77/536145
MARS FLUX - Word	United States	Gambro Lundia AB	10	78/948766
OXIRIS - Word	United States	Gambro Lundia AB	10	78/730253
THERALITE - Word	United States	Gambro Lundia AB	10	77/618770