# 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
Porex Surgical, Inc.		04/01/2010	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as US Agent	
Street Address:	201 Merritt 7	
Internal Address:	6th Floor	
City:	Norwalk	
State/Country:	CONNECTICUT	
Postal Code:	06856-5201	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3672477	MEDPOR TITAN
Registration Number:	1889222	SQUEEZE-MARK
Registration Number:	1227426	QUINTUBE
Registration Number:	1183625	TLS
Registration Number:	1361692	MEDPOR

# **CORRESPONDENCE DATA**

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

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ATTORNEY DOCKET NUMBER:	025646-0527		
NAME OF SUBMITTER:	Gayle D. Grocke		
Signature:	/gdg/		
Date:	04/05/2010		
Total Attachments: 5 source=Trademark Security Agreement (Porex Surgical)#page1.tif source=Trademark Security Agreement (Porex Surgical)#page2.tif source=Trademark Security Agreement (Porex Surgical)#page3.tif source=Trademark Security Agreement (Porex Surgical)#page4.tif source=Trademark Security Agreement (Porex Surgical)#page5.tif			

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as US Agent (in such capacity, together with its successors and permitted assigns, the "US Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of April 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among US Borrower, European Borrower, Holdings, the other Credit Parties party thereto, the Lenders, the L/C Issuers from time to time party thereto, European Agent, US Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of US Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with US Agent as follows:

<u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to US Agent for the benefit of the Secured Parties, and grants to US Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

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- 1. all of its registered Trademarks, including, without limitation, those referred to on <u>Schedule 1</u> hereto but excluding any Excluded Property;
  - 2. all renewals and extensions of the foregoing;
- 3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- 4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or dilution thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to US Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of US Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall, to the extent provided in the Guaranty and Security Agreement, assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- <u>Section 6.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

POREX SURGICAL, INC.

as Grantor

Name: Victor Marrero

Title: Vice President—Finance and

Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (POREX SURGICAL, INC.)]

**REEL: 004180 FRAME: 0058** 

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as US Agent

By: Name: Joseph Angel

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (POREX SURGICAL, INC.)]

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# Trademark Registrations

Trademark	Registration or Serial Number
MEDPOR TITAN	3,672,477
SQUEEZE-MARK	1,889,222
QUINTUBE	1,227,426
TLS	1,183,625
MEDPOR	1,361,692

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**RECORDED: 04/05/2010**