

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
Ultracell Medical Technologies, Inc.		07/30/2010	CORPORATION: CONNECTICUT
Becton Dickinson AcuteCare, Inc.		07/30/2010	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2484422	U
Registration Number:	2049333	ULTRACELL
Registration Number:	1250239	VISITEC
Registration Number:	1434606	VISITEC
Registration Number:	1483251	VISIFLEX
Registration Number:	1528070	VISCOFLOW
Registration Number:	1618630	EDGEAHEAD
Registration Number:	1715398	VISITREC
Registration Number:	2178558	VISIDRAPE

CORRESPONDENCE DATA

900168211

**TRADEMARK
 REEL: 004251 FRAME: 0123**

CH \$240.00 2484422

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

ATTORNEY DOCKET NUMBER:	025646-0537
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	07/30/2010

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 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 administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers and the other Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 30, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the US Borrower, European Borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, 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 the Administrative 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 US Borrower; 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 the Administrative Agent 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 the Administrative Agent as follows:

Section 1. Defined Terms. 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 the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (other than Excluded

Property, but only during such time that such property actually constitutes Excluded Property) (the Trademark Collateral):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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, misappropriation, dilution, violation or other impairment thereof.

For the avoidance of doubt, Trademark Collateral shall not include Excluded Property (as defined in the Guaranty and Security Agreement).

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 the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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 assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. 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. Delivery of an executed signature page of this Agreement by facsimile or Electronic Transmission shall be as effective as delivery of a manually executed copy hereof.

Section 6. Governing Law. 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.

Section 7. Conflict with other Agreements. In the event of any conflict between this Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

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,

ULTRACELL MEDICAL TECHNOLOGIES, INC.
as Grantor

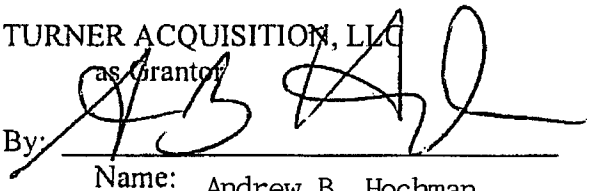
By: 

Name: Andrew B. Hochman
Title: Vice President

[Signature Page to Trademark Security Agreement]

TURNER ACQUISITION, LLC
as grantor

By: _____



Name: Andrew B. Hochman
Title: Vice President

BECTON DICKINSON ACUTECARE, INC.
as Grantor

By: 

Name: Andrew B. Hochman
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004251 FRAME: 0130

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Kevin S. Blitz
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004251 FRAME: 0131

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Ultracell Medical Technologies, Inc.	U	2,484,422	September 4, 2001
	ULTRACELL	2,049,333	April 1, 1997
Becton Dickinson AcuteCare, Inc.	VISITEC	1,250,239	September 6, 1983
	VISITEC	1,434,606	March 31, 1987
	VISIFLEX	1,483,251	April 5, 1988
	VISCOFLOW	1,528,070	March 7, 1989
	EDGEAHEAD	1,618,630	October 23, 1990
	VISITREC	1,715,398	September 15, 1992
	VISIDRAPE	2,178,558	August 4, 1998
Turner Acquisition, LLC	WET-FIELD	968,265	September 11, 1973
	ACCU-TEMP	994,015	September 24, 1974
	I-STAT	1,002,688	January 28, 1975
	MAXI-LITE	1,002,000	January 21, 1975
	OPHTHO-BURR	1,001,002	January 7, 1975
	BLU-SPOT	1,017,204	July 29, 1975
	ESSAR	1,031,358	January 27, 1976
	VAR-I-STAT	1,069,333	July 12, 1977
	CAUTERETTE	1,071,363	August 16, 1977
	OP-WIPE	1,555,640	September 12, 1989

	POLYPORE	1,655,885	September 3, 1991
	BLU-SLIT	1,723,526	October 13, 1992
	C-LINE	1,914,147	August 22, 1995
	ELVIS	1,768,542	May 4, 1993
	VARI-TEMP	1,985,660	July 9, 1996
	OCUTEK	2,126,370	December 30, 1997
	NITEYE	2,166,602	June 16, 1998
	KERACEL	2,256,088	June 22, 1999
	VASECTOR	2,222,753	February 9, 1999
	SWITCH-A-TIP	2,228,185	March 2, 1999
	KERASPEAR	2,261,699	July 13, 1999
	WICK N' WIPE	2,321,653	February 22, 2000
	CLEANFIELD	2,760,252	September 2, 2003
	ERASER	2,655,103	November 26, 2002
	AFTERCARE	2,756,331	August 26, 2003
	FLEXLINE	2,959,628	June 7, 2005
	BLU-SPOT	3,100,759	June 6, 2006
	WECK-CEL	3,208,676	February 13, 2007

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.