

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Unomedical A/S		09/26/2011	public limited: DENMARK

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent
<b>Street Address:</b>	1111 Fannin Street
<b>Internal Address:</b>	Floor 10
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002-6925
<b>Entity Type:</b>	national association: UNITED STATES

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2183420	EASIVAC
Registration Number:	2715451	INSET
Registration Number:	2895632	INSUFLON
Registration Number:	2916090	UNOMEDICAL
Registration Number:	3360834	ET EDUCATING TOGETHER
Registration Number:	3268972	TUBEGUARD
Serial Number:	77912104	ABDO-PRESSURE
Serial Number:	77933774	UNOMETER
Serial Number:	77933840	KOMBIKON
Serial Number:	77941570	NASO-FIX
Serial Number:	77942235	EASI-V
Serial Number:	77961380	EASI MT

**CORRESPONDENCE DATA**

**900203959**

**TRADEMARK  
 REEL: 004636 FRAME: 0982**

**CH \$315.00 2183420**

Fax Number: (650)251-5002  
Phone: (650) 251-5182  
Email: jmull@stblaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Parijat Sharma  
Address Line 1: 2550 Hanover Street  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	033917/0006
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	10/06/2011

**Total Attachments: 10**

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY**

**AGREEMENT** (this “**Agreement**”), dated as of September 26, 2011 between UNOMEDICAL A/S, a Danish public limited (“**Grantor**”), and JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (herein in such capacity, the “**Collateral Agent**”).

**RECITALS**

- (A) ConvaTec Healthcare B S.à r.l. (“**Holdings**”) and ConvaTec Inc. (the “**U.S. Borrower**”, and together with the other borrowers party thereto, the “**Borrowers**”) have entered into a credit agreement dated December 22, 2010 among Holdings, U.S. Borrower, the other Borrowers, JPMorgan Chase Bank, N.A., as administrative agent, the other agents party thereto and the lenders party thereto (the “**Credit Agreement**”).
- (B) ConvaTec Healthcare E S.A. (the “**Issuer**”) has entered into an Indenture dated as of December 22, 2010, among the Issuer, the Subsidiaries identified therein and Deutsche Trustee Company Limited, as trustee (the “**Initial Other First Lien Agreement**”).
- (C) The Borrowers, amongst others, have entered into an intercreditor agreement dated on or about the date hereof (the “**Intercreditor Agreement**”).
- (D) The Borrowers and Grantor, amongst others, have entered into a master guarantee agreement on or about the date of the Credit Agreement in relation thereto (the “**Master Guarantee**”).
- (E) Grantor is a “Guarantor” under and as defined in the Master Guarantee and the Initial Other First Lien Agreement, and a “Grantor” under and as defined in the Intercreditor Agreement.
- (F) Grantor was a party to a U.S. Intellectual Property Security Agreement, dated December 22, 2010 in favor of the Collateral Agent (the “**Previous U.S. IP Collateral Agreement**”) which was amended and restated in its entirety as of September 26, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Amended and Restated U.S. IP Collateral Agreement**”).
- (G) Grantor was a party to the short-form Intellectual Property Security Agreement dated December 22, 2011 in favor of the Collateral Agent (the “**Previous Short-Form IP Security Agreement**”), which the parties hereto desire to amend and restate in its entirety as set forth herein.
- (H) In consideration of the premises and for other valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, Grantor and the Collateral Agent, as collateral agent for the Secured Parties, hereby amend and restate the Previous Short-Form IP Security Agreement as follows:

## **Section 1 Defined Terms**

Unless otherwise defined herein, terms defined in the Amended and Restated U.S. IP Collateral Agreement and used herein have the meaning given to them in the Amended and Restated U.S. IP Collateral Agreement. Any agreement or instrument defined or referred to herein shall mean such agreement or instrument as amended, amended and restated, supplemented or otherwise modified from time to time.

## **Section 2 Grants of Security Interests in Intellectual Property Collateral**

- (A) **Grant of Security Interest.** As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Liabilities, Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property included in the Collateral (including, without limitation, those items listed on Schedule I, Schedule II and Schedule III hereto) (the “**Intellectual Property Collateral**”), whether now owned or existing or hereafter acquired or arising.
- (B) **Certain Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include and Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest constitutes or results in the abandonment or, invalidation of or rendering unenforceable any of its right, title or interest therein or results in a breach of the terms of, or constitutes a breach or default under such Intellectual Property, including any Trademark application filed in the United States Patent and Trademark Office on the basis of Grantor’s “intent to use” such Trademark, solely to the extent that granting a Security Interest or other Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity, or result in the cancellation or voiding, of such Trademark application, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.) whereupon, the Intellectual Property Collateral shall include, and Grantor shall be deemed to have granted a Security Interest in such Trademark application.

## **Section 3 Amended and Restated U.S. IP Collateral Agreement**

The Security Interests granted pursuant to this Agreement are granted in conjunction with the Security Interests granted to the Collateral Agent pursuant to the Amended and Restated U.S. IP Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interests granted to it in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Amended and

Restated U.S. IP Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Amended and Restated U.S. IP Collateral Agreement, the terms of the Amended and Restated U.S. IP Collateral Agreement shall govern.

**Section 4      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.

**Section 5      Governing Law**


**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES  
HEREUNDER ARE GOVERNED BY, AND SHALL BE CONSTRUED AND  
ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF  
NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS  
LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF  
LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.**


[Signature Page Follows]

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

Very truly yours,

**UNOMEDICAL A/S**

By:   
Name: Anthony Tinas  
Title: Director

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

JPMORGAN CHASE BANK, N.A.

as Collateral Agent

By:



Name: Dawn L. LeeLum  
Title: Executive Director

**SCHEDULE I**

**U.S. REGISTERED COPYRIGHTS**

**NONE.**

**MATERIAL EXCLUSIVE INBOUND LICENSES IN U.S. REGISTERED  
COPYRIGHTS**

**NONE.**



## SCHEDULE II

### U.S. PATENTS/PATENT APPLICATIONS

#### Patents

<u>Owner</u>	<u>Reg. #</u>	<u>Appl. #</u>	<u>Title</u>
Unomedical A/S	5,416,131	08/073,471	Article with a coating having friction-reducing properties in wet condition as well as a method for the production of such a coated article
Unomedical A/S	5,472,325	08/050,247	Suction pump for draining body fluids from body cavities
Unomedical A/S	5,522,803	08/522,318	Infusion set for an intermittent or continuous administration of a therapeutical substance
Unomedical A/S	5,641,184	08/356,363	Tube, especially for medical use, method of producing said tube, and tool for use in the implementation of the method
Unomedical A/S	5,685,859	08/454,518	Device for fixating a drainage tube and a drainage tube assembly
Unomedical A/S	5,740,799	08/669,466	Device for the supply of oxygen and/or other gases to a patient
Unomedical A/S	5,743,885	08/669,429	Bandage for fixating an oral, endo-tracheal anaesthesia tube relative to the mouth of a person and an assembly for fixating an oral, endo-tracheal anaesthesia tube relative to the mouth of a person
Unomedical A/S	5,968,011	08/879,525	Subcutaneous injection set
Unomedical A/S	5,980,506	09/045,480	Subcutaneous infusion device
Unomedical A/S	6,086,575	09/045,448	Subcutaneous infusion device
Unomedical A/S	6,123,690	09/045,756	Subcutaneous infusion device
Unomedical A/S	6,264,636	09/077,497	Flushing device
Unomedical A/S	6,273,873	09/269,804	Fixation device for fixating a catheter relative to a skin surface part of a person
Unomedical A/S	6,355,021	09/115,340	Medical puncturing device
Unomedical A/S	6,488,663	09/875,273	Infusion set for drug delivery
Unomedical A/S	6,582,379	09/719,344	An apparatus for measuring the flow of a liquid, in particular urine, from a patient
Unomedical A/S	6,736,797	09/446,448	Subcutaneous infusion set
Unomedical A/S	6,811,142	10/240,882	Ventilanordning
Unomedical A/S	6,830,562	09/995,237	Injector device for placing a subcutaneous infusion set
Unomedical A/S	6,840,922	10/017,789	Medical puncturing device
Unomedical A/S	6,978,783	10/240,884	Manifold
Unomedical A/S	7,070,580	10/404,340	An infusion device and an adhesive sheet material and a release liner
Unomedical A/S	7,115,112	10/517,024	Device for subcutaneous administration of a medicament to a patient and tubing for same
Unomedical A/S	7,147,623	10/364,242	Infusion device with needle shield
Unomedical A/S	7,258,680	10/517,153	Device for subcutaneous administration of a medicament to a patient
Unomedical A/S	7,407,493	10/872,423	Container for disposable needle
Unomedical A/S	7,431,876	10/712,260	Injection moulding of a catheter
Unomedical A/S	7,455,325	11/024,892	Connecting element comprising a first body and a method for injection moulding a connecting element
Unomedical A/S	7,481,794	11/223,467	Cover
Unomedical A/S	7,594,909	10/517,194	Apparatus and method for adjustment of the length of an infusion tubing
Unomedical A/S	7,621,395	11/450,807	Packing for infusion set and method of applying an infusion set
Unomedical A/S	7,648,494	11/084,893	Infusion set and injector device for infusion set

<u>Owner</u>	<u>Reg. #</u>	<u>Appl. #</u>	<u>Title</u>
Unomedical A/S	7,654,484	10/526,253	Apparatus for and a method of adjusting the length of an infusion tube
Unomedical A/S	7,721,738	10/240,885	A coupling arrangement
Unomedical A/S	7,802,824	10/536,535	Connecting piece for a tubing
Unomedical A/S	7,828,269	10/558,047	Disposable valve unit for regulating a flow of urine
Unomedical A/S	D445,895	29/110,400	Funnel for a catheter
Unomedical A/S	D526,409	29/228,632	Medical puncturing device
Unomedical A/S	D554,253	29/192,039	Medical infusion device
Unomedical A/S	D576,267	29/191,927	Medical infusion device
Unomedical A/S	D579,541	29/192,038	Medical insertion device

### Patent Applications

<u>Owner</u>	<u>Reg. #</u>	<u>Appl. #</u>	<u>Title</u>
Unomedical A/S	N/A	10/578,972	Injection moulding of a catheter
Unomedical A/S	N/A	10/589,946	Infusion device provided with septum housing
Unomedical A/S	N/A	10/594,048	Infusion set
Unomedical A/S	N/A	10/594,043	Infusionsæt med injektor
Unomedical A/S	N/A	10/687,568	Injector device for placing a subcutaneous infusion set
Unomedical A/S	N/A	10/813,214	Injector device for placing a subcutaneous infusion set
Unomedical A/S	N/A	10/996,147	Medical puncturing device
Unomedical A/S	N/A	11/023,840	Cannula device
Unomedical A/S	N/A	11/031,635	Injector device for placing a subcutaneous infusion set
Unomedical A/S	N/A	11/298,259	Insertor
Unomedical A/S	N/A	11/519,137	Invisible needle
Unomedical A/S	N/A	11/659,931	Reservoir for front end loaded infusion device
Unomedical A/S	N/A	11/721,263	Insertor
Unomedical A/S	N/A	11/908,776	Gateway system
Unomedical A/S	N/A	11/909,252	A mounting pad, an adhesive device comprising such mounting pad, and methods of applying such devices to a patient
Unomedical A/S	N/A	11/993,383	Packing for an infusion set and method of applying an infusion set
Unomedical A/S	N/A	12/158,514	Injection device
Unomedical A/S	N/A	12/158,520	Device for administration
Unomedical A/S	N/A	12/187,971	Moulded connection between cannula and delivery part
Unomedical A/S	N/A	12/279,138	Packing for injection device
Unomedical A/S	N/A	12/280,867	Insertor for infusion part and infusion part provided with needle protector
Unomedical A/S	N/A	12/303,494	Insertor for transcutaneous sensor
Unomedical A/S	N/A	12/303,676	Mounting pad
Unomedical A/S	N/A	12/375,849	Cannula and delivery device
Unomedical A/S	N/A	12/375,626	Insertion device
Unomedical A/S	N/A	12/376,897	A fixation device for holding a medical instrument
Unomedical A/S	N/A	12/444,744	Tracheostomy tube assembly
Unomedical A/S	N/A	12/446,859	Infusion set
Unomedical A/S	N/A	12/524,697	Injection site for injecting medication
Unomedical A/S	N/A	12/524,928	A gateway device
Unomedical A/S	N/A	12/598,825	Cannula and delivery device
Unomedical A/S	N/A	12/602,305	Urine measuring vessel and hose connection
Unomedical A/S	N/A	12/602,733	Packing allowing gas sterilisation
Unomedical A/S	N/A	12/639,498	Cannula insertion device with automatic needle retraction comprising only one spring
Unomedical A/S	N/A	12/643,365	Container for disposable needle or cannula
Unomedical A/S	N/A	12/665,274	Insertor having bi-stable equilibrium states

<u>Owner</u>	<u>Reg. #</u>	<u>Appl. #</u>	<u>Title</u>
Unomedical A/S	N/A	12/665,278	A catheter and a method and an apparatus for making such catheter
Unomedical A/S	N/A	12/667,926	Insertor having two springs
Unomedical A/S	N/A	12/669,000	Insertor device with controlled acceleration
Unomedical A/S	N/A	12/669,114	Insertion device with pivoting action
Unomedical A/S	N/A	12/825,191	Injection gateway
Unomedical A/S	N/A	12/865,176	Assembly comprising inserter, cannular part and base part
Unomedical A/S	N/A	12/865,566	Sealing between a cannula part and a fluid path
Unomedical A/S	N/A	12/866,337	Inserter assembly
Unomedical A/S	N/A	12/867,155	Moulded connection between cannula and delivery part
Unomedical A/S	N/A	12/918,663	Bubble shaped membrane and use of such membrane in a device
Unomedical A/S	N/A	29/305,463	Medical device
Unomedical A/S	N/A	29/364,506	Medical device
Unomedical A/S	N/A	61/318,922	Medical device
Unomedical A/S	N/A	61/329,273	Tube system with tube and connector
Unomedical A/S	N/A	61/389,595	A sprinkler cannula
Unomedical A/S	N/A	12/918,034	Insertion device with horizontally moving part
Unomedical A/S	N/A	10/546,888	A disposable urine bag for collecting urine

**MATERIAL EXCLUSIVE INBOUND LICENSES IN U.S. PATENTS/PATENT APPLICATIONS**

NONE.

**SCHEDULE III**

**U.S. REGISTERED TRADEMARKS/ TRADEMARK APPLICATIONS**

Trademarks

<u>Owner</u>	<u>Reg. #</u>	<u>Appl. #</u>	<u>Trademark</u>
Unomedical A/S	2,183,420	75/202,442	EASIVAC
Unomedical A/S	2,715,451	76/402,567	INSET
Unomedical A/S	2,895,632	78/289,703	INSUFLON
Unomedical A/S	2,916,090	78/264,312	UNOMEDICAL
Unomedical A/S	3,004,607	79/005,411	THALASET
Unomedical A/S	3,015,810	79/006,924	PARKINSET
Unomedical A/S	3,066,165	79/007,393	CLICK-ON
Unomedical A/S	3,090,507	79/013,029	CONTACT
Unomedical A/S	3,360,834	78/899,215	ET EDUCATING TOGETHER
Unomedical A/S	3,683,344	79/060,680	UNOMEDICAL
Unomedical A/S	3,771,683	79/063,901	NERIA
Unomedical A/S	3,781,409	79/074,395	CONSET
Unomedical A/S	3,787,604	79/068,489	UNOGUARD
Unomedical A/S	3,790,331	79/062,638	[Design Only]
Unomedical A/S	3,268,972	78/274,941	TUBEGUARD

Trademark Applications

<u>Owner</u>	<u>Reg. #</u>	<u>Appl. #</u>	<u>Trademark</u>
Unomedical A/S	N/A	77/912,104	ABDO-PRESSURE
Unomedical A/S	N/A	77/933,774	UNOMETER
Unomedical A/S	N/A	77/933,840	KombiKon
Unomedical A/S	N/A	77/941,570	NASO-FIX
Unomedical A/S	N/A	77/942,235	EASI-V
Unomedical A/S	N/A	77/961,380	EASI MT

**MATERIAL EXCLUSIVE INBOUND LICENSES IN U.S. REGISTERED  
TRADEMARKS/TRADEMARK APPLICATIONS**

None.