

## 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
American Society for Gastrointestinal Endoscopy		05/18/2012	Not-for-Profit Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	RBS Citizens, N.A.		
Street Address:	71 S. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3391036	ASGE	
Registration Number:	4019036	ENDOFEST	
Registration Number:	3804175	PETER & POLLY POLYP	
Registration Number:	3804176		
CORRESPONDENCE DATA			
Fax Number:	3128035299		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1982792		

CH \$115.00 3391036

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/22/2012
<b>Total Attachments: 5</b> source=3202869#page1.tif source=3202869#page2.tif source=3202869#page3.tif source=3202869#page4.tif source=3202869#page5.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 18th day of May, 2012, AMERICAN SOCIETY FOR GASTROINTESTINAL ENDOSCOPY, an Illinois not for profit corporation ("*Debtor*") with its principal place of business and mailing address at 1520 Kensington Road, Suite 202, Oak Brook, Illinois 60523, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to RBS Citizens, N.A., a national banking association ("*Secured Party*"), with its mailing address at 71 S. Wacker Drive, Chicago, Illinois 60606, and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

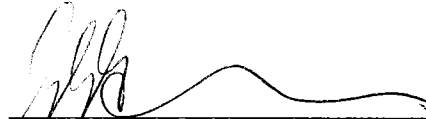
to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, Secured Party, and the other debtors party thereto, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMERICAN SOCIETY FOR GASTROINTESTINAL  
ENDOSCOPY

By   
Name G.G. Grinsberg MD  
Title President

Accepted and agreed to as of the date and year last above written.

RBS CITIZENS, N.A.

By *Lavetta Spencer*  
Name *Lavetta Spencer*  
Title *Vice President*

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**FEDERAL TRADEMARK REGISTRATIONS**

**TRADEMARKS:**

ASGE®	Registered March 4, 2008	No. 3391036
EndoFest®	Registered August 30, 2011	No. 4019036
Peter and Polly Polyp®	Registered June 15, 2010	No. 3804175
Polyp Character Design®	Registered June 15, 2010	No. 3804176

**SCHEDULE A**

**LOCATIONS**

Item 1. Places of Business (including each Debtor's chief executive office and principal place of business):

ADDRESS

1520 Kensington Rd. Ste. 202, Oak Brook, Illinois

Item 2. Permitted Collateral Locations:

ADDRESS

OWNER OF PREMISES

3300 Woodcreek Drive, Downers Grove, Illinois

Borrower