

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biosphere Medical, Inc.		12/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	299 South Main Suite 900		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3890699	TENOR	
Registration Number:	3182771	ASK4UFE.COM	
Registration Number:	3296508	BIOSPHERE MEDICAL	
Registration Number:	3296507	BIOSPHERE MEDICAL	
Registration Number:	2711946	EMBOCATH	
Registration Number:	2626321	EMBOGOLD	
Registration Number:	1883442	EMBOSPHERE	
Registration Number:	3248877	PASSTHRU	
Registration Number:	2944773	PINSTRIPE	
Registration Number:	3311583	QUADRASPHERE	
Registration Number:	2764226	SEGWAY	
Registration Number:	3259564	SEQUITOR	
Registration Number:	3109095	ASK4UFE.COM	
Serial Number:	85521307	BEARING	

OP \$365.00 3890699

CORRESPONDENCE DATA

Fax Number: 7043738822

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

Phone: 704-373-4640

Email: bsmith@mcguirewoods.com

Correspondent Name: Betty G. Smith, Senior Paralegal

Address Line 1: McGuireWoods LLP, 201 N. Tryon St.

Address Line 2: Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724-0503
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	01/23/2013
Total Attachments: 5 source=Biosphere Medical, Inc.- Trademark Security Agreement#page1.tif source=Biosphere Medical, Inc.- Trademark Security Agreement#page2.tif source=Biosphere Medical, Inc.- Trademark Security Agreement#page3.tif source=Biosphere Medical, Inc.- Trademark Security Agreement#page4.tif source=Biosphere Medical, Inc.- Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 19, 2012 is entered into by and between BIOSPHERE MEDICAL, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 1050 Hingham Street, Rockland, Massachusetts 02370, WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), with offices at 299 South Main Suite 900, Salt Lake City, Utah 84111, for the benefit of the banks and other financial institutions (the "Lenders") from time to time parties to that certain Amended and Restated Credit Agreement, dated as of December 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Merit Medical Systems, Inc., a Utah corporation (the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Collateral Agreement dated as of December 19, 2012 by and among the Borrower, certain Subsidiaries of the Borrower (including the Grantor) party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor, including, without limitation, each Trademark described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of day and year first written above.

BIOSPHERE MEDICAL, INC., as Grantor

By: Kent Stanger
Name: Kent Stanger
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Salt Lake

I, Kathleen Winger, a Notary Public for said County and State, do hereby certify that Kent Stanger personally appeared before me this day and stated that he is the Chief Financial Officer of BioSphere Medical, Inc. and acknowledged, on behalf of BioSphere Medical, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 13th day of December, 2012.

Kathleen Winger
Notary Public

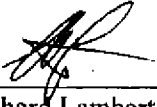
My commission expires:

Sept. 4, 2013



Agreed and Accepted as of the
19th day of December, 2012.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Richard Lambert
Title: Senior Vice President

Trademark Security Agreement
BioSphere Medical, Inc.
Signature Page

TRADEMARK
REEL: 004947 FRAME: 0631

Schedule A
to
Trademark Security Agreement

<u>Trademark</u>	<u>Application Number</u>	<u>File Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
TENOR	77/668,239	11-Feb-09	3890699	14-Dec-10
ASK4UFE.COM	78/630,110	13-May-05	3182771	12-Dec-06
BIOSPHERE MEDICAL	77/053,408	29-Nov-06	3296508	25-Sep-07
BIOSPHERE MEDICAL and design	77/053,387	29-Nov-06	3296507	25-Sep-07
EMBOCATH	76/253,599	19-Mar-03	2711946	29-Apr-03
EMBOGOLD	76/191,034	13-Aug-02	2626321	24-Sep-02
EMBOSPHERE	74/392,090	19-May-93	1883442	14-Mar-95
Passthru	77/053,180	20-Mar-07	3248877	5-Jun-07
Pinstripe	78/133,134	4-Jun-02	2944773	26-Apr-05
Quadrasphere	77/128,906	31-Jul-07	3311583	16-Oct-07
Segway	78/130,719	23-May-02	2764226	16-Sep-03
Sequitor	78/836,284	16-Jan-07	3259564	3-Jul-07
ASK4UFE.COM	78/630,106	13-May-05	3109095	27-Jun-06
Bearing	85/521,307	20-Jan-12		

Schedule B
to
Trademark Security Agreement

None.