

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sechrist Industries, Inc.		02/05/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as First Lien Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H1C4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2369341	MILLENNIUM	
Registration Number:	1539202	SECHRIST	
Registration Number:	4231025	H.E.R.O.	
Registration Number:	4231036	H.E.R.O. - HYPERBARIC ELECTRONIC RECORDS ORGANIZER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	daniel.cote@thomsonreuters.com		
Correspondent Name:	Robin Riley		
Address Line 1:	75 East 55th Street		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10022		
DOMESTIC REPRESENTATIVE			

OP \$115.00 2369341

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Robin Riley
Signature:	/daniel cote thomsonreuters/
Date:	02/11/2013

Total Attachments: 6

source=Healogics - Sechrist Trademark Security Agmt with Cover Page executed (1st Lien)#page1.tif
source=Healogics - Sechrist Trademark Security Agmt with Cover Page executed (1st Lien)#page2.tif
source=Healogics - Sechrist Trademark Security Agmt with Cover Page executed (1st Lien)#page3.tif
source=Healogics - Sechrist Trademark Security Agmt with Cover Page executed (1st Lien)#page4.tif
source=Healogics - Sechrist Trademark Security Agmt with Cover Page executed (1st Lien)#page5.tif
source=Healogics - Sechrist Trademark Security Agmt with Cover Page executed (1st Lien)#page6.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of February 5, 2013, by SECHRIST INDUSTRIES, INC. (the “Grantor”), in favor of ROYAL BANK OF CANADA, as Collateral Agent, for the benefit of the Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the First Lien Guarantee and Collateral Agreement (referenced below).

W I T N E S S E T H :

WHEREAS, Grantor entered into that certain First Lien Guarantee and Collateral Agreement, dated as of February 5, 2013, by and among Grantor, certain of Grantor’s affiliates, and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented and/or otherwise modified from time to time, the “First Lien Guarantee and Collateral Agreement”);

WHEREAS, Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the First Lien Guarantee and Collateral Agreement.

2. **GRANT OF SECURITY INTEREST.** Grantor hereby grants to the Collateral Agent (or its successors or permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under any Trademarks, Trademark Licenses and Trademark applications (collectively, the “Trademark Collateral”), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks, Trademark Licenses and Trademark applications set forth in Schedule I, provided that no security interest therein is granted on any trademark applications filed on an intent-to-use basis in the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable law.

3. **FIRST LIEN GUARANTEE AND COLLATERAL AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, not in limitation of, the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the First Lien Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the First Lien Guarantee and Collateral Agreement, the provisions of the First Lien Guarantee and Collateral Agreement shall control.

4. TERMINATION. The undersigned Grantor and the Collateral Agent, for the benefit of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing Trademark Collateral may only be terminated in accordance with the terms of the First Lien Guarantee and Collateral Agreement. Upon termination of the security interest contemplated herein, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor within a reasonable time an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement, and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

SECHRIST INDUSTRIES, INC.

By: 

Name: David Miles

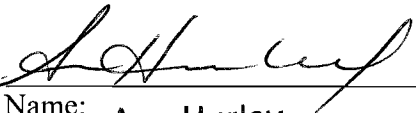
Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Grant]

TRADEMARK
REEL: 004959 FRAME: 0544

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: **Ann Hurley**
Title: **Manager, Agency**

[Signature Page to First Lien Trademark Security Grant]

TRADEMARK
REEL: 004959 FRAME: 0545

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS, TRADEMARK LICENSES AND TRADEMARK APPLICATIONS

Mark	Registration/Application Number	Registration/Application Date	Jurisdiction
MILLENIUUM	2,369,341	July 18, 2000	U.S.
SECHRIST (and Design)	1,539,202	May 15, 1989	U.S.
SECHRIST (and Design)	830376526	July 10, 2009	Brazil
H.E.R.O.	4,231,025	October 23, 2012	U.S.
H.E.R.O. – Hyperbaric Electronic Records Organizer	4231,036	October 23, 2012	U.S.