

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
Healogics, Inc.		02/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Royal Bank of Canada, as Second 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: 25		
Property Type	Number	Word Mark
Registration Number:	3597892	NATIONAL HEALING
Registration Number:	2932570	
Registration Number:	3214350	NATIONAL HEALING INSTITUTE
Registration Number:	2915885	WOUND HEALING PERSPECTIVES
Registration Number:	2913806	WOUNDPATH
Registration Number:	4123009	WOUNDTELLIGENT
Serial Number:	85620374	HEALOGICS
Serial Number:	85620365	HEALOGICS
Serial Number:	85620345	HEALOGICS
Serial Number:	85620335	HEALOGICS
Serial Number:	85620329	HEALOGICS
Serial Number:	85620311	HEALOGICS
Serial Number:	85652002	HEALOGICS THE POWER TO HEAL
Serial Number:	85651991	HEALOGICS THE POWER TO HEAL

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Serial Number:	85651949	HEALOGICS THE POWER TO HEAL
Serial Number:	85651940	HEALOGICS THE POWER TO HEAL
Serial Number:	85651920	HEALOGICS THE POWER TO HEAL
Serial Number:	85651788	HEALOGICS THE POWER TO HEAL
Serial Number:	85622707	WOUNDSCIENCE
Serial Number:	85622699	WOUNDSCIENCE
Serial Number:	85622681	WOUNDSCIENCE
Serial Number:	85622670	WOUNDSCIENCE
Serial Number:	85622658	WOUNDSCIENCE
Serial Number:	85622635	WOUNDSCIENCE
Serial Number:	85583609	HEALSOURCE

CORRESPONDENCE DATA

Fax Number:

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

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

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Robin Riley
Signature:	/daniel cote thomsonreuters/
Date:	02/12/2013

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Healogics, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Royal Bank of Canada, **

Internal _____

Address: **as Second Lien Collateral Agent

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Canadian
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 5, 2013

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule I.

B. Trademark Registration No.(s)

See attached Schedule I.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robin Riley

Internal Address: Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robinriley@paulhastings.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

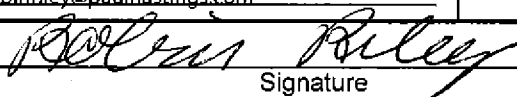
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

February 7, 2013

Date

Robin Riley

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of February 5, 2013, by HEALOGICS, 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 Second Lien Guarantee and Collateral Agreement (referenced below).

W I T N E S S E T H :

WHEREAS, Grantor entered into that certain Second 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 “Second 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 Second 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. **SECOND 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 Second 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 Second 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 Second Lien Guarantee and Collateral Agreement, the provisions of the Second 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 Second 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.

HEALOGICS, INC.

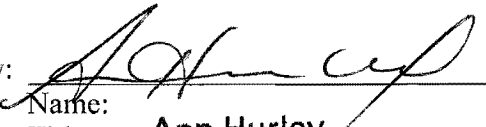
By: 
Name: David Miles
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Grant]

TRADEMARK
REEL: 004960 FRAME: 0843

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA,
as Collateral Agent


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

[Signature Page to Second Lien Trademark Security Grant]

TRADEMARK
REEL: 004960 FRAME: 0844

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS, TRADEMARK LICENSES AND TRADEMARK APPLICATIONS

Mark	Registration/Application Number	Registration/Application Date	Jurisdiction
NATIONAL HEALING	3,597,892	March 31, 2009	U.S.
	2,932,570	March 15, 2005	U.S.
NATIONAL HEALING INSTITUTE	3,214,350	February 27, 2007	U.S.
WOUND HEALING PERSPECTIVES	2,915,885	January 1, 2005	U.S.
WOUNDPATH	2,913,806	December 21, 2004	U.S.
WOUNDINTELLIGENT	4,123,009	4/3/2012	U.S.
Healogics	85/620,374	5/9/12	U.S.
Healogics	85/620,365	5/9/12	U.S.
Healogics	85/620,345	5/9/12	U.S.
Healogics	85/620,335	5/9/12	U.S.
Healogics	85/620,329	5/9/12	U.S.
Healogics	85/620,311	5/9/12	U.S.
Healogics The Power to Heal (stylized)	85/652,002	6/14/12	U.S.
Healogics The Power to Heal (stylized)	85/651,991	6/14/12	U.S.
Healogics The Power to Heal (stylized)	85/651,949	6/14/12	U.S.
Healogics, The Power to Heal (Stylized)	85/651,940	6/14/12	U.S.
Healogics, The Power to Heal (Stylized)	85/651,920	6/14/12	U.S.
Healogics, The Power to Heal (Stylized)	85/651,788	6/14/12	U.S.
Woundscience	85/622,707	5/11/12	U.S.
Woundscience	85/622,699	5/11/12	U.S.
Woundscience	85/622,681	5/11/12	U.S.
Woundscience	85/622,670	5/11/12	U.S.
Woundscience	85/622,658	5/11/12	U.S.

Mark	Registration/Application Number	Registration/Application Date	Jurisdiction
Woundscience	85/622,635	5/11/12	U.S.
Healsource	85/583,609	3/29/2012	U.S.