

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECA MEDICAL INSTRUMENTS		03/28/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	AMERICAN CAPITAL, LTD.
Street Address:	2 Bethesda Metro Center
Internal Address:	14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Registration Number:	3877048	ECA MEDICAL INSTRUMENTS
Registration Number:	3876731	ECA MEDICAL INSTRUMENTS
Registration Number:	3876623	ECA MEDICAL INSTRUMENTS
Serial Number:	85010717	TECADVANTAGE
Serial Number:	85012184	ELEGANT SOLUTIONS
Serial Number:	85009869	ECA ORTHO
Serial Number:	85531521	SPEDECAP
Serial Number:	85531329	SPEDECAP
Serial Number:	85977111	WICK AWAY
Serial Number:	85538830	WICK AWAY

CORRESPONDENCE DATA	
Fax Number:	2147581550
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	

OP \$265.00 3877048

via US Mail.

Phone: 214-758-1500
Email: shernandez@pattonboggs.com
Correspondent Name: Margaret E. Carter
Address Line 1: 2000 McKinney Avenue, Suite 1700
Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	031336.0102
NAME OF SUBMITTER:	Margaret E. Carter
Signature:	/Margaret E. Carter/
Date:	03/28/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital, Ltd. ("ACAS"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Purchasers.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of December 7, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among ECA Medical Instruments, a California corporation (the "Borrower"), ECA Acquisition Holdings, Inc., a Delaware corporation, the Purchasers from time to time party thereto and ACAS, as Agent for the Purchasers, the Purchasers have made extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor is party to the Guaranty and Security Agreement, dated as of December 7, 2007, in favor of the Agent (the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made

and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

ECA MEDICAL INSTRUMENTS,
as Grantor

By: 
Name: _____
Title: _____

JOHN VINGO
PRESIDENT

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004994 FRAME: 0061

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL, LTD.,
as Agent

By: Ryan Najim
Name: _____
Title: _____

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004994 FRAME: 0062

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
ECA MEDICAL INSTRUMENTS	3877048	11/16/2010
ECA MEDICAL INSTRUMENTS	3876731	11/16/2010
ECA MEDICAL INSTRUMENTS	3876623	11/16/2010

B. TRADEMARKS APPLICATIONS

MARK	SERIAL NUMBER	FILING DATE
TECADVANTAGE	85/010,717	04/09/2010
ELEGANT SOLUTIONS	85/012,184	04/12/2010
ECA ORTHO	85/009,869	04/08/2010
SPEEDECAP	85/531,521	02/01/2012
SPEEDECAP	85/531,329	02/01/2012
WICK AWAY	85/977,111	02/09/2012
WICK AWAY	85/538,830	02/09/2012

C. IP LICENSES

None.