

## 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             |
| 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 administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 28, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ECA Medical Instruments, a California corporation (the "Borrower"), ECA Acquisition Holdings, Inc., a Delaware corporation, the Lenders from time to time party thereto and ACAS, as Administrative Agent for the Lenders, the Lenders have severally agreed to make 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 even date herewith, in favor of the Administrative 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 and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative 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 Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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

Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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: JOHN ALING  
Title: PRESIDENT

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004994 FRAME: 0068**

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL, LTD.,  
as Administrative Agent

By: Ryan Najm  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 004994 FRAME: 0069

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

**A. REGISTERED TRADEMARKS**

| <b>MARK</b>             | <b>REGISTRATION NUMBER</b> | <b>REGISTRATION DATE</b> |
|-------------------------|----------------------------|--------------------------|
| ECA MEDICAL INSTRUMENTS | 3877048                    | 11/16/2010               |
| ECA MEDICAL INSTRUMENTS | 3876731                    | 11/16/2010               |
| ECA MEDICAL INSTRUMENTS | 3876623                    | 11/16/2010               |

**B. TRADEMARKS APPLICATIONS**

| <b>MARK</b>       | <b>SERIAL NUMBER</b> | <b>FILING DATE</b> |
|-------------------|----------------------|--------------------|
| 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.