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
Argon Medical Devices, Inc.		04/12/2013	CORPORATION: DELAWARE
Medical Device Technologies, Inc.		04/12/2013	CORPORATION: DELAWARE
Manan Medical Products, Inc.		04/12/2013	CORPORATION: DELAWARE
Angiotech BioCoatings Corp.		04/12/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1147579	ARGON
Registration Number:	2794955	DTX
Registration Number:	2084417	FIRST PICC
Registration Number:	1380253	FLOSWITCH
Registration Number:	3193673	SOFTLIFT
Registration Number:	3780126	ACCURA
Registration Number:	4096898	ATRIEVE
Registration Number:	3999441	ATRIEVE VASCULAR SNARE
Registration Number:	2804645	BIOPINCE
Registration Number:	3176575	MANAN
Registration Number:	2843923	MAXI-CELL
Registration Number:	1775855	MD TECH
		TRADEMARK

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Registration Number:	1807306	MD TECH
Registration Number:	1793552	MDTECH
Registration Number:	3763683	POWER OF THREE
Registration Number:	4279968	PRO-MAG
Registration Number:	2172305	SLIP-COAT
Registration Number:	3449979	T-LOK
Registration Number:	2173844	TRU-CORE
Registration Number:	3548195	V·STICK
Registration Number:	2893530	V-MARK

CORRESPONDENCE DATA

Fax Number: 3129939767

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

via US Mail.

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins Address Line 1: 233 South Wacker Drive, Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos	
Signature:	/mr/	
Date:	04/12/2013	

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 12, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to 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, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

<u>Section 1.</u> <u>Defined Terms</u>. 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 Administrative Agent for the benefit of the Secured Parties, and grants to 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 <u>Schedule 1</u> 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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> 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.
- <u>Section 5.</u> <u>Counterparts.</u> 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.
- <u>Section 6.</u> <u>Governing Law.</u> 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]

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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.

ARGON MEDICAL DEVICES, INC.
By: flelian h Teather Name:
Title:
MEDICAL DEVICE TECHNOLOGIES, INC.
By: Nelliam L Fanction Name:
Title:
MANAN MEDICAL PRODUCTS INC
MANAN MEDICAL PRODUCTS, INC.
By: Nullun h. Tlackes Name:
Title:
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ANGIOTECH BIOCOATINGS CORP.
By William h / lather Name:
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[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Administrative Agent

By: Name: Kevin Blitz

Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Jurisdiction	<u>Trademark</u>	<u>Owner</u>	<u>Application</u> Number	Filing Date	<u>Registration</u> Number	Registration Date
United		Argon Medical Devices, Inc.	<u> Melitives</u>		311111051	17011
States of		_				
America	ARGON		73225640	1-Aug-79	1147579	24-Feb-81
United		Argon Medical Devices, Inc.				
States of						
America	DTX		78208869	30-Jan-03	2794955	16-Dec-03
United		Argon Medical Devices, Inc.				
States of						
America	FIRST PICC		74637602	23-Feb-95	2084417	29-Jul-97
United		Argon Medical Devices, Inc.				
States of						
America	FLOSWITCH		73502070	2-Oct-84	1380253	28-Jan-86
United		Argon Medical Devices, Inc.				
States of						
America	SOFTLIFT		78826552	1-Mar-06	3193673	1/2/2009

United States of America	ACCURA	Medical Device Technologies, Inc.	77/688545	11-Mar-2009	3780126	27-Apr-2010
United States of America	ATRIEVE	Medical Device Technologies, Inc.	85/154902	18-Oct-2010	4096898	07-Feb-2012
United States of America	ATRIEVE VASCULAR SNARE	Medical Device Technologies, Inc.	85/038135	13-May-2010	3999441	19-Jul-2011
United States of America	BIOPINCE	Medical Device Technologies, Inc.	76/502092	21-Mar-2003	2804645	13-Jan-2004
United States of America	MANAN	Manan Medical Products, Inc.	78/735673	18-Oct-2005	3176575	28-Nov-2006
United States of America	MaxiCELL	Medical Device Technologies, Inc.	78/163731	13-Sep-2002	2843923	18-May-2004
United States of America	MD TECH	Medical Device Technologies, Inc.	74/179224	24-Jun-1991	1775855	08-Jun-1993
United States of America	MD TECH	Medical Device Technologies, Inc.	74/370224	22-Mar-1993	1807306	30-Nov-1993
United States of America	MDTECH	Medical Device Technologies, Inc.	74/351120	22-Jan-1993	1793552	21-Sep-1993
United States of America	POWER OF THREE	Medical Device Technologies, Inc.	77/190693	25-May-2007	3763683	23-Mar-2010

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United States of America	Pro-Mag	Medical Device Technologies, Inc.	85/687610	26-Jul-2012	4279968	22-Jan-2013
United States of America	SLIP-COAT	Angiotech BioCoatings Corp.	75/171810	25-Sep-1996	2172305	14-Jul-1998
United States of America	T-LOK	Medical Device Technologies, Inc.	76/662323	28-Jun-2006	3449979	17-Jun-2008
United States of America	TRU-CORE	Medical Device Technologies, Inc.	75/213678	16-Dec-1996	2173844	14-Jul-1998
United States of America	V STICK Design	Medical Device Technologies, Inc.	78/527468	06-Dec-2004	3548195	16-Dec-2008
United States of America	V-MARK	Medical Device Technologies, Inc.	78/313702	15-Oct-2003	2893530	12-Oct-2004

2. TRADEMARK APPLICATIONS

NONE

3. IP LICENSES

NONE

RECORDED: 04/12/2013