

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
Ellman International, Inc.		06/07/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Garrison Loan Agency Services, LLC as Administrative Agent		
Street Address:	1350 Avenue of the Americas, 9th Floor		
City:	New York, NY		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85541733	ELLUMINÉ	
Serial Number:	85017116	GLIDESAFE	
Serial Number:	85017093	ACUSECT	
Serial Number:	77722160	PELLEVÉ	
Serial Number:	85793350	TRI-LASE	
Serial Number:	85793365	CHEVEUX	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-758-1546		
Email:	apickell@pattonboggs.com, kagee@pattonboggs.com		
Correspondent Name:	Aaron Pickell, Patton Boggs LLP		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 4:	Dallas, TEXAS 75201		

OP \$165.00 85541733

ATTORNEY DOCKET NUMBER:	029186.0133
NAME OF SUBMITTER:	Aaron Pickell
Signature:	/Aaron Pickell/
Date:	06/21/2013
Total Attachments: 8 source=Ellman - Notice and Reaffirmation of Grant of Security Interest in Trademarks (Fully Executed) (2)#page1.tif source=Ellman - Notice and Reaffirmation of Grant of Security Interest in Trademarks (Fully Executed) (2)#page2.tif source=Ellman - Notice and Reaffirmation of Grant of Security Interest in Trademarks (Fully Executed) (2)#page3.tif source=Ellman - Notice and Reaffirmation of Grant of Security Interest in Trademarks (Fully Executed) (2)#page4.tif source=Ellman - Notice and Reaffirmation of Grant of Security Interest in Trademarks (Fully Executed) (2)#page5.tif source=Ellman - Notice and Reaffirmation of Grant of Security Interest in Trademarks (Fully Executed) (2)#page6.tif source=Ellman - Notice and Reaffirmation of Grant of Security Interest in Trademarks (Fully Executed) (2)#page7.tif source=Ellman - Notice and Reaffirmation of Grant of Security Interest in Trademarks (Fully Executed) (2)#page8.tif	

**SECOND AMENDMENT TO NOTICE AND REAFFIRMATION OF
GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS SECOND AMENDMENT TO NOTICE AND REAFFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Amendment") is entered into as of June 7, 2013, by and between ELLMAN INTERNATIONAL, INC., a New York corporation ("Grantor"), HUSKY FINANCE HOLDINGS, LLC, a Delaware limited liability company ("Husky"), in its capacity as Administrative Agent (as successor to CIT HEALTHCARE LLC) for the Lenders party to the Credit Agreement (defined below) ("Grantee"). All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement (defined below).

WITNESSETH:

WHEREAS, Grantor and certain of its affiliates, CIT Healthcare LLC (as Administrative Agent and predecessor in interest to Grantee, "Initial Agent") and certain other financial institutions have entered into a certain Credit and Guaranty Agreement dated as of February 8, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and the other Loan Parties by Lenders;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor, certain of its affiliates and Initial Agent have entered into a certain Security and Pledge Agreement dated as of February 8, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor has granted to Initial Agent, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Licenses (as such term is defined in the Trademark Agreement (defined below)), Trademarks (as such term is defined in the Trademark Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement;

WHEREAS, to further secure the obligations under the Credit Agreement and Security Agreement, Grantor entered into that certain Notice and Reaffirmation of Grant of Security Interest in Trademarks in favor of Initial Agent dated as of February 8, 2008 (the "Trademark Agreement");

WHEREAS, pursuant to that certain Resignation and Appointment of Successor Administrative Agent Agreement dated as of July 10, 2012, Initial Agent resigned as Administrative Agent under the Credit Agreement and other Loan Documents and Grantee was appointed as successor Administrative Agent thereunder (the "First Resignation and Appointment");

WHEREAS, in order to account for the First Resignation and Appointment, the Grantor, Initial Agent and Grantee executed that certain Amendment to Notice and Reaffirmation of

Grant of Security Interest in Trademarks dated as of July 10, 2012, pursuant to which, Grantee assumed all rights of Initial Agent under the Trademark Agreement;

WHEREAS, Grantee has resigned as Administrative Agent under the Credit Agreement and other Loan Documents pursuant to that certain resignation letter dated May 23, 2013 (“Agent Resignation Letter”) and the resignation of Grantee became effective on June 2, 2013 pursuant to the Agent Resignation Letter in accordance with Section 11.09 of the Credit Agreement;

WHEREAS, pursuant to that certain Appointment of Successor Administrative Agent Agreement (the “Appointment of Successor Administrative Agent Agreement”), the Required Lenders appointed Garrison Loan Agency Services LLC, a Delaware limited liability company (“New Agent”), as the successor Administrative Agent under the Credit Agreement and other Loan Documents;

WHEREAS, in order to account for the Agent Resignation Letter and Appointment of Successor Administrative Agent Agreement, the parties have agreed to execute this Amendment; and

WHEREAS, upon the execution of this Amendment, the New Agent will assume all rights of the Grantee under the Trademark Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. The parties hereby acknowledge and affirm the accuracy of the foregoing recitals. The foregoing recitals are hereby incorporated in and made a part of this Amendment.

2. Any and all references to “Administrative Agent” or “Grantee” in the Trademark Agreement are hereby amended to mean and refer to New Agent.

3. Schedule 1 to the Trademark Agreement is deleted in its entirety and replaced with Schedule 1 attached hereto.

4. To the extent any terms and provisions of the Trademark Agreement are inconsistent with this Amendment, such terms and provisions of this Amendment shall control. Except as amended or revised herein, the Trademark Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto and thereto.

5. The Grantor does hereby unconditionally reaffirm all of its obligations under the Trademark Agreement after giving effect to the Agent Resignation Letter, Appointment of Successor Administrative Agent Agreement and this Amendment.

6. Grantor hereby represents and warrants to Husky and New Agent that the Trademark Agreement executed by it was, on the date of the execution and delivery thereof, and continues to be, on and after the date hereof, the valid and binding obligation of the Grantor enforceable in accordance with its terms.

7. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York.

8. This Amendment shall be deemed to be made a part of the Trademark Agreement. The Trademark Agreement as amended hereby, is hereby ratified and confirmed and shall continue in full force and effect. All references to the Trademark Agreement shall be deemed to be references to the Trademark Agreement as amended by this Amendment, and as the same may be further amended, supplemented or otherwise modified from time to time.

9. This Amendment may be executed on any number of separate counterparts taken together shall constitute one and the same instrument. A facsimile copy of this Amendment shall be deemed an original for all purposes.

[SIGNATURE PAGES FOLLOW]

*(Signature Page to Second Amendment to Notice and Reaffirmation of
Grant of Security Interest in Trademarks)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment to Notice and Reaffirmation of Grant of Security Interest in Trademarks as of the date first above written.

GRANTOR:

ELLMAN INTERNATIONAL, INC., a New
York corporation

By:  _____

Name: Aaron R. Lillybridge

Its: VP & Secretary

*(Signature Page to Second Amendment to Notice and Reaffirmation of
Grant of Security Interest in Trademarks)*

HUSKY:

HUSKY FINANCE HOLDINGS, LLC, a
Delaware limited liability company

By:  _____

Name: Jeffrey W. Wood

Title: Vice President

*(Signature Page to Second Amendment to Notice and Reaffirmation of
Grant of Security Interest in Trademarks)*

NEW AGENT:

GARRISON LOAN AGENCY SERVICES
LLC, a Delaware limited liability company

By: 
Name: JULIAN WELDON
Title: SECRETARY

SCHEDULE 1

Trademark Registrations

Name	Registration Number	Registration Date
ACUSECT	4091644	Jan 24 2012
CHEVEUX		Pending
CITRIC-ETCH	1235583	Apr 26 1983
CYANO-VENEER	1035621	Mar 16 1976
ELLMAN	1063386	May 16 1984
ELLUMINE	4241001	Nov 13 2012
EMPIRE	2672841	Jan 07 2003
GLIDE SAFE	4057099	Nov 15 2011
HEMOSCALPEL	2533945	Jan 29 2002
HYPO-CAL	1010912	May 20 1975
PELLEVE	3998653	Jul 19 2011
RADIAGE	3427364	May 13 2008
RADIOLASE	2432608	Mar 6 2001
RADIOSURGERY	3044129	Jan 17 2006
RADIOTOMY TIP	2020136	Dec 03 1996
RF COOL GEL	3524555	Oct 28 2008
RF DOME	3524556	Oct 28 2008
RODIN	3464658	Jul 8 2008
SQUEEZ-ETT	1249753	Aug 30 1983
SURG-E	3093742	May 16 2006
SURGE-E-CARE	3537498	Nov 25 2008
SURGITRON	3037439	Jan 3 2006
TRI-LASE		Pending