

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
NeedleTech Products, Inc.		10/29/2013	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Capital One Business Credit Corp., as Administrative Agent
Street Address:	275 Broadhollow Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3594258	BONUS NEEDLE
Registration Number:	3594257	NEEDLETECH PRODUCTS, INC.
Registration Number:	3579481	SERRATUS

CORRESPONDENCE DATA

Fax Number: 9495676710
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-567-6700
 Email: ipprosecution@orrick.com
 Correspondent Name: Victor Santos
 Address Line 1: 2050 Main Street, Suite 1100
 Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	41901-5
NAME OF SUBMITTER:	Victor Santos

CH \$90.00 3594258

Signature:	/Victor Santos/
Date:	11/01/2013
Total Attachments: 7 source=754921426(1)_CS - Theragenics - Security Agreement (Trademark)#page1.tif source=754921426(1)_CS - Theragenics - Security Agreement (Trademark)#page2.tif source=754921426(1)_CS - Theragenics - Security Agreement (Trademark)#page3.tif source=754921426(1)_CS - Theragenics - Security Agreement (Trademark)#page4.tif source=754921426(1)_CS - Theragenics - Security Agreement (Trademark)#page5.tif source=754921426(1)_CS - Theragenics - Security Agreement (Trademark)#page6.tif source=754921426(1)_CS - Theragenics - Security Agreement (Trademark)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 29, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (individually, a “Grantor” and collectively, the “Grantors”) in favor of CAPITAL ONE BUSINESS CREDIT CORP., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, “Administrative Agent”).

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of October 29, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), between each of the Grantors and the other grantors party thereto and Administrative Agent pursuant to which the Grantors granted a security interest to Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with Administrative Agent as follows:

SECTION 1. DEFINED TERMS.

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement and the Credit Agreement (as defined in the Guarantee and Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST.

SECTION 2.1. Scope of Grant. Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”); provided that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark

Office (“USPTO”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm 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 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 Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION.

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. TERMINATION.

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any indemnification obligations as to which no claim has been made). Upon the termination of this Agreement, Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors, at the Grantors’ expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW.

This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

SECTION 7. COUNTERPARTS.

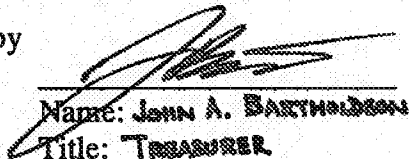
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

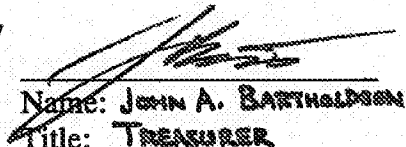
THERAGENICS CORPORATION

by


Name: JOHN A. BARTHOLDSON
Title: TREASURER

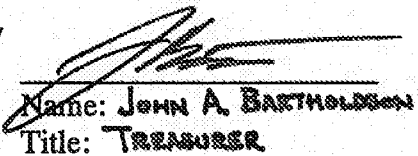
JUNIPER HOLDINGS, INC.

by


Name: JOHN A. BARTHOLDSON
Title: TREASURER

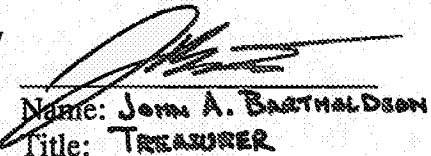
GALT MEDICAL CORP.

by


Name: JOHN A. BARTHOLDSON
Title: TREASURER

C.P. MEDICAL CORPORATION

by


Name: JOHN A. BARTHOLDSON
Title: TREASURER

NEEDLETECH PRODUCTS, INC.

by


Name: JOHN A. BARTHOLDSON
Title: TREASURER

CAPITAL ONE BUSINESS CREDIT CORP.,
as Administrative Agent

By: 
Name: Michael S. Burns
Title: Senior Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Registration No./ Serial Number	Registration Date / Filing	Last Office Action
Theragenics Corporation	AgX100	4283974	29-01-13	Registration Certificate - 1/29/2013
Theragenics Corporation	Theragenics	2943653	26-04-05	Notice of Acceptance - Section 8 and 15 - 3/26/2011
Theragenics Corporation	Theragenics Corporation	2498160	16-10-01	Notice of Acceptance/Renewal - Section 8 and 9 - 6/15/2011
Theragenics Corporation	TheraLoad	3045527	17-01-06	Notice of Acceptance - Section 8 and 15 - 3/23/2011
Theragenics Corporation	Theraseed	1603353	26-06-90	Notice of Acceptance/Renewal - Section 8 and 9 - 3/31/2010
Theragenics Corporation	DESIGN – seeds in a circle	2552684	26-03-02	Notice of Acceptance/Renewal - Section 8 and 9 - 3/16/2012
Theragenics Corporation	TheraSleeve	3255101	26-06-07	Registration Certificate - 6/26/2007
Theragenics Corporation	Core C20 and Design	3824838	27-07-10	Registration Certificate - 7/27/2010
Theragenics Corporation	IsoCartridge	2696624	11-03-03	Notice of Acceptance/Renewal - Section 8 and 9 - 3/13/2013
Theragenics Corporation	Isoloader	2642888	29-10-02	Notice of Acceptance/Renewal - Section 8 and 9 - 11/27/2012
Theragenics Corporation	Isocheck	2843718	18-05-04	Notice of Acceptance - Section 8 and 15 - 8/1/2009
Theragenics Corporation	isostrand	2988014	23-08-05	Notice of Acceptance - Section 8 and 15 - 9/10/2011
Theragenics Corporation	isoloader & design	2849393	1-06-04	Notice of Acceptance - Section 8 and 15 - 9/10/2009
Theragenics Corporation	Therasphere	1408187	9-09-86	Notice of Acceptance/Renewal - Section 8 and 9 - 11/18/2006
Theragenics Corporation	Therastrand	2978133	26-07-05	Notice of Acceptance - Section 8 and 15 - 3/22/2011
NeedleTech Products, Inc.	Bonus Needle	3594258	24-03-09	Registration Certificate - 3/24/2009
NeedleTech Products, Inc.	Needletech Products, Inc.	3594257	24-03-09	Registration Certificate - 3/24/2009
NeedleTech Products, Inc.	Serratus	3579481	24-02-09	Registration Certificate - 2/24/2009
Galt Medical Corp.	Elite HV	3120596	25-07-06	Notice of Acceptance - Section 8 and 15 - 2/9/2013
Galt Medical Corp.	Galt Glide	3645323	30-06-09	Registration Certificate - 6/30/2009
Galt Medical Corp.	GaltStick	3712391	17-11-09	Registration Certificate - 11/17/2009
Galt Medical Corp.	CENTEZE	4280760	15-03-12	Registration Certificate - 1/22/2013
Galt Medical Corp.	LUBRIICIT Y +	3961420	17-05-11	Registration Certificate - 5/17/2011
Galt Medical Corp.	GALT	3961994	17-05-11	Registration Certificate - 5/17/2011

	GOLD			
Galt Medical Corp.	X SHARP	3904551	11-01-11	Registration Certificate - 1/11/2011
Galt Medical Corp.	Galt VTI	4286721	17-10-11	Registration Certificate - 2/5/2013
Galt Medical Corp.	MICROSLID E	4169184	3-07-12	Registration Certificate - 7/3/2012
C.P. Medical Corporation	FLUOROFIL	1863122	15-11-94	Notice of Acceptance/Renewal - Section 8 and 9 - 2/23/2005
C.P. Medical Corporation	Biospacer	2715470	13-05-03	Notice of Acceptance/Renewal - Section 8 and 9 - 5/9/2013
C.P. Medical Corporation	Grid-Loc	3359210	25-12-07	Registration Certificate - 12/25/2007
C.P. Medical Corporation	Medbond	3359207	25-12-07	Registration Certificate - 12/25/2007
C.P. Medical Corporation	Mono-Dox	2715469	13-05-03	Notice of Acceptance/Renewal - Section 8 and 9 - 5/9/2013
C.P. Medical Corporation	monomid	3368129	15-01-08	Registration Certificate - 1/15/2008
C.P. Medical Corporation	Monoswift	3359217	25-12-07	Registration Certificate - 12/25/2007
C.P. Medical Corporation	Orthofiber	3359218	25-12-07	Registration Certificate - 12/25/2007
C.P. Medical Corporation	OSCERA7	3361734	1-01-08	Registration Certificate - 1/1/2008
C.P. Medical Corporation	POLYBOND	3359206	25-12-07	Registration Certificate - 12/25/2007
C.P. Medical Corporation	POLYPRO	2713203	6-05-03	Notice of Acceptance/Renewal - Section 8 and 9 - 5/9/2013
C.P. Medical Corporation	RPLN	3487086	19-08-08	Registration Certificate - 8/19/2008
C.P. Medical Corporation	VISORB	3102874	13-06-06	Notice of Acceptance - Section 8 and 15 - 8/6/2012
C.P. Medical Corporation	VISORB QUICK	3368130	15-01-08	Registration Certificate - 1/15/2008
C.P. Medical Corporation	SILSAFE	3125431	8-08-06	Notice of Acceptance - Section 8 and 15 - 5/26/2012
C.P. Medical Corporation	CP-HDR- GRID	3637745	16-06-09	Registration Certificate - 6/16/2009
C.P. Medical Corporation	CP-CABLE	3637743	16-06-09	Registration Certificate - 6/16/2009
C.P. Medical Corporation	CP-UGRID	3637741	16-06-09	Registration Certificate - 6/16/2009
C.P. Medical Corporation	CP-GRID	3637738	16-06-09	Registration Certificate - 6/16/2009

Trademark Applications

Owner	Trademark	Registration No./ Serial Number	Registration Date / Filing	Last Office Action
Galt Medical Corp.	TORX	S-85819198	9-01-13	Notice of Publication - 5/8/2013
C.P. Medical Corporation	POWERFIB ER	S - 85579988	26-03-12	Notice of Acceptance of Statement of Use - 5/11/2013