

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
New Wave Surgical Corp.		11/23/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, NA		
Street Address:	PO Box 2013		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14240		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86058099	PADDIE BULLET	
Serial Number:	86058068	PATTIE BULLET	
Serial Number:	86057966	WETDRY	
Serial Number:	86057919	SUPERWIPE	
Serial Number:	86057834	TROCARIWIPE	
Serial Number:	86056985	D-HELP	
Registration Number:	3717090	USED BY SURGEONS	
Serial Number:	76715382	USED BY SURGEONS	
CORRESPONDENCE DATA			
Fax Number:	8132294133		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	813-223-7000		
Email:	trademarks@carltonfields.com		
Correspondent Name:	C. Douglas McDonald		

CH \$215.00 86058099

Address Line 1: PO Box 3239
Address Line 2: Attn: IP Dept.
Address Line 4: Tampa, FLORIDA 33601-3239

ATTORNEY DOCKET NUMBER:	43664/10116
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NAME OF SUBMITTER:	C. Douglas McDonald
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Signature:	/C. Douglas McDonald/
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Date:	12/06/2013
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2013 (as amended, restated or otherwise modified from time to time, this "Agreement"), is made by NEW WAVE SURGICAL CORP. a Delaware corporation ("Grantor"), in favor of HSBC BANK USA, N.A. (together with any successors and assigns, "Secured Party").

WITNESSETH:

WHEREAS, Grantor has requested that Secured Party make certain credit facilities available to Grantor pursuant to that certain Loan and Security Agreement, dated of even date herewith, between Grantor and Secured Party (together with all extensions, renewals, modifications, substitutions and amendments thereof from time to time, the "Loan and Security Agreement"); and

WHEREAS, as a condition to Secured Party's willingness to extend credit to Grantor, Secured Party has requested that Grantor grant, and Grantor has agreed to grant, a security interest in the Patent Collateral (as hereinafter defined) to secure the Obligations (as defined in the Loan and Security Agreement), as set forth in the Loan and Security Agreement; and

WHEREAS, Secured Party desires to have Secured Party's lien and security interest in the Trademark Collateral confirmed by a document identifying that security interest and in such form as may be recorded in the United States Patent and Trademark Office.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan and Security Agreement and extend credit to Grantor, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor hereby agrees with Secured Party, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan and Security Agreement and used herein have the meaning given to them in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Secured Party a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on

Schedule I

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ISSUED AND PENDING TRADEMARKS

Serial Number	Reg. Number	Word Mark
86058099		PADDIE BULLET
86058068		PATTIE BULLET
86057966		WETDRY
86057919		SUPERWIPE
86057834		TROCARWIPE
86056985		D-HELP
77570256	3717090	USED BY SURGEONS
76715382		USED BY SURGEONS