

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
Next Wave Surgical. LLC		11/23/2013	LIMITED LIABILITY COMPANY: FLORIDA
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: 5			
Property Type	Number	Word Mark	
Registration Number:	3538961	WET & DRY	
Registration Number:	3538960	MICROPAD	
Registration Number:	3283497	D.H.E.L.P.	
Registration Number:	3592746	NEW WAVE SURGICAL	
Registration Number:	4322472	THE NEW WAVE IN SURGICAL DEVICES	
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		
Address Line 1:	PO Box 3239		
Address Line 2:	Attn: IP Dept		
Address Line 4:	Tampa, FLORIDA 33601-3239		

CH \$140.00 3538961

ATTORNEY DOCKET NUMBER:	43664/10116
NAME OF SUBMITTER:	C. Douglas McDonald
Signature:	/C. Douglas McDonald/
Date:	12/06/2013
Total Attachments: 4 source=HSBC - Next Wave - executed Trademark Security Agreement_1#page1.tif source=HSBC - Next Wave - executed Trademark Security Agreement_1#page2.tif source=HSBC - Next Wave - executed Trademark Security Agreement_1#page3.tif source=HSBC - Next Wave - executed Trademark Security Agreement_1#page4.tif	

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 NEXT WAVE SURGICAL, LLC, a Florida limited liability company ("Grantor") in favor of HSBC BANK USA, N.A. (together with any successors and assigns, "Secured Party").

WITNESSETH:

WHEREAS, New Wave Surgical Corp., a Delaware corporation ("Borrower") has requested that Secured Party make certain credit facilities available to Borrower pursuant to that certain Loan and Security Agreement, dated of even date herewith, between Borrower and Secured Party, and joined in by Grantor (together with all extensions, renewals, modifications, substitutions and amendments thereof from time to time, the "Loan and Security Agreement"); and

WHEREAS, Grantor is a wholly-owned subsidiary of Borrower and will benefit, directly and indirectly, from Secured Party extending credit to Borrower and executing the Loan and Security Agreement; and

WHEREAS, as a condition to Secured Party's willingness to extend credit to Borrower, 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 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) all rights to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security 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 Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

SECTION 4. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS.

SECTION 5. Counterparts. This Agreement may be executed originally or by facsimile or other means of electronic transmission and in any number of 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


SECTION 6. Miscellaneous. Grantor hereby acknowledges and agrees that this Agreement shall be recorded in the United States Patent and Trademark Office. This Agreement shall be binding on Grantor, Grantor's successors, and assigns, and shall inure to the benefit of Secured Party, its successors, and assigns. No modification or waiver of any provisions set forth in this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought. This Agreement should not be construed in any way to limit the rights of Secured Party under the Loan and Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

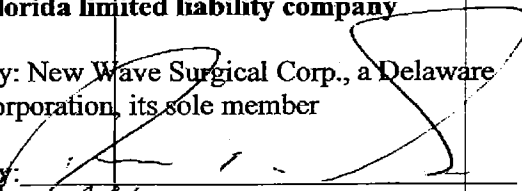
WITNESSES:


Print Name: G. M. Blum


Print Name: Jesse Walker

GRANTOR:

**NEXT WAVE SURGICAL, LLC, a
Florida limited liability company**

By: 
New Wave Surgical Corp., a Delaware
corporation, its sole member

By: _____
Name: Alexander Gomez
Its: PRES

Schedule I

TRADEMARKS

Serial Number	Reg. Number	Word Mark
<u>78955238</u>	<u>3538961</u>	<u>WET & DRY</u>
<u>78955221</u>	<u>3538960</u>	<u>MICROPAD</u>
<u>78436604</u>	<u>3283497</u>	<u>D.H.E.L.P.</u>
<u>77423505</u>	<u>3592746</u>	<u>NEW WAVE SURGICAL</u>
<u>76710658</u>	<u>4322472</u>	<u>THE NEW WAVE IN SURGICAL DEVICES</u>