

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERTO MEDICAL SOLUTIONS, LLC		04/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BREAKWATER STRUCTURED GROWTH OPPORTUNITIES FUND, L.P.		
Street Address:	1999 Avenue of the Stars, Suite 3430		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	77855974	YURBUDS	
Serial Number:	77855972	YURBUDS	
Serial Number:	77855971	YURPHONES	
Serial Number:	85268840	FOCUS	
Serial Number:	85268833	ENDURE	
Serial Number:	85268828	INSPIRE	
Serial Number:	85297951	TWISTLOCK	
Serial Number:	85297829	DRY MIC	
Serial Number:	85466642	FOCUS	
Serial Number:	85466750	LOCK IN LET GO	
Serial Number:	85466997	ULTRA-SOFT COMFORT FIT NEVER HURTS	
Serial Number:	85466645	INSPIRE	
Serial Number:	85614606	FLEXSOFT	
Serial Number:	85652593	NATURAL FIT	
Serial Number:	85652597	DEVELOPED BY WOMEN FOR WOMEN	
Serial Number:	85693921	DEVELOPED BY ATHLETES FOR ATHLETES	
Serial Number:	85862337	TRAIN IN COLOR	
Serial Number:	85865323	SOUND THAT FITS	
Serial Number:	85865326	BODY CROSSTALK	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	85949690	YURFIT
Serial Number:	85949698	GO
Serial Number:	85949701	GO BAND
Serial Number:	85967225	VENTURE
Serial Number:	85967232	EXPLORE
Serial Number:	86007991	DO YOUR EARPHONES HURT OR FALL OUT?
Serial Number:	86008019	NEVER HURT. NEVER FALL OUT. NEVER STOP.
Serial Number:	86077770	RACE CASE
Serial Number:	86198413	VIVID

CORRESPONDENCE DATA

Fax Number: 3126095005

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

Phone: 312-609-7943

Email: skowalski@vedderprice.com

Correspondent Name: Sylvia Kowalski

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	44564000008-JEREMY WILSON
NAME OF SUBMITTER:	Sylvia Kowalski
SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	04/11/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 8, 2014, by **VERTO MEDICAL SOLUTIONS, LLC**, a Delaware limited liability company ("Grantor") in favor of **BREAKWATER STRUCTURED GROWTH OPPORTUNITIES FUND, L.P.** (the "Lender").

WITNESSETH:

WHEREAS, Grantor and the Lender are entering into a Credit Agreement dated as of April 8, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Grantor is entering into this Security Agreement in order to induce the Lender to enter into and extend credit to the Grantor under the Credit Agreement; and

WHEREAS, Grantor is a party to a Pledge and Security Agreement of even date herewith in favor of the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in which Grantor, among other things, granted to the Lender a security interest in Grantor's intellectual property, including a security interest in trademarks and trademark licenses (to the extent that any trademark license is not expressly prohibited from being assigned or pledged) to secure the payment of all amounts owing under the Obligations.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement, Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement. As used herein, the following terms shall have the following meanings:

"Trademark" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals and extensions thereof.

"Trademark License" means any agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby sells, conveys, pledges and grants a continuing and unconditional security interest to the Lender (and reaffirms the security interest granted pursuant to the Security Agreement), a continuing

first priority Lien on and security interest in, all of its right, title and interest in, to and under the following whether presently existing or hereafter created or acquired (the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

SECTION 3. Grantor Remains Liable. It is expressly agreed by Grantor that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks or Trademark Licenses, and shall hold the Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Lender’s interest in such Trademarks or Trademark Licenses or any other action or failure to act in connection with this Trademark Security Agreement. Grantor shall remain liable for any and all claims by any Person that the conduct of Grantor’s business or products or processes of Grantor infringe any rights of such person.

SECTION 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement reaffirms the security interest granted to the Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If any provision hereof conflicts with any provision of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall control to the extent of such inconsistency.

SECTION 5. Termination of Security Interest in Trademark Collateral. Upon payment and satisfaction in full of the Obligations other than residual indemnification obligations and termination of all commitments relating thereto, Lender shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Lender, and at the sole expense of Grantor, to Grantor, against receipt therefor, all of the Lender’s rights and interests in the Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Lender pursuant to the terms of the Security Agreement and not theretofore reassigned, redelivered and released to Grantor, together with appropriate instruments of reassignment and/or release.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any

of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. **Notices.** All notices, demands, consents, statements, requests, approvals or other communications which are permitted or required to be given by either party to the other hereunder shall be in writing and shall be given as provided in Section 8.01 of the Credit Agreement.

SECTION 8. **Modifications.** This Trademark Security Agreement cannot be modified, changed or discharged except by an agreement in writing signed by Grantor and the Lender.

SECTION 9. **Oral Agreements.** **ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT GRANTOR AND LENDER FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS REACHED COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN GRANTOR AND LENDER, EXCEPT AS THEY MAY LATER AGREE IN WRITING TO MODIFY IT.**

SECTION 10. **Applicable Law.** **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA.**

(Signature Pages Follow)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, 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.

VERTO MEDICAL SOLUTIONS, LLC,
a Delaware limited liability company

By: 

Craig M. Ceranna
Chief Financial Officer

CHICAGO/#2553967

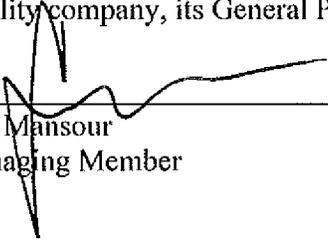
(Signature Page to Trademark Security Agreement)

Accepted and Agreed:

LENDER:

**BREAKWATER STRUCTURED
GROWTH OPPORTUNITIES FUND,
L.P.**, a Delaware limited partnership

By: Breakwater Investment
Management, LLC, a California limited
liability company, its General Partner

By: 

Saif Mansour
Managing Member

SCHEDULE I

Trademark, Trademark Applications and Trademark Licenses

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark Name</u>	<u>Status</u>	<u>Country/Region</u>
77/855974	10/23/09	YURBUDS	Registered	United States of America
77/855972	10/23/09	YURBUDS	Registered	United States of America
77/855971	10/23/09	YURPHONES	Registered	United States of America
85/268840	3/16/11	FOCUS	Registered	United States of America
85/268833	3/16/11	ENDURE	Registered	United States of America
85/268828	3/16/11	INSPIRE	Registered	United States of America
85/297951	4/18/11	TWISTLOCK	Registered	United States of America
85/297829	4/18/11	DRY MIC	Registered	United States of America
85/466642	11/7/11	FOCUS and Design	Abandoned	United States of America
85/466750	11/8/11	LOCK IN LET GO	Registered	United States of America
85/466997	11/8/11	ULTRA-SOFT COMFORT FIT NEVER HURTS (LOGO and Design)	Registered	United States of America
85/466645	11/8/11	INSPIRE and Design	Pending	United States of America
85/614606	5/2/12	FLEXSOFT	Registered	United States of America
85/652593	6/14/12	NATURAL FIT	Pending	United States of America
85/652597	6/14/12	DEVELOPED BY WOMEN FOR WOMEN	Published	United States of America
85/693921	8/2/12	DEVELOPED BY ATHLETES FOR ATHLETES	Pending	United States of America
85/862337	2/28/13	TRAIN IN COLOR	Published	United States of America
85/865323	3/3/13	SOUND THAT FITS	Published	United States of America
85/865326	3/3/13	BODY CROSSTALK	Published	United States of America
85/949690	6/3/13	YURFIT	Pending	United States of America
85/949698	6/4/13	GO	Pending	United States of America

85/949701	6/4/13	GO BAND	Pending	United States of America
85/967225	6/22/13	VENTURE	Pending	United States of America
85/967232	6/22/13	EXPLORE	Pending	United States of America
86/007991	7/11/13	DO YOUR EARPHONES HURT OR FALL OUT?	Pending	United States of America
86/008019	7/11/13	NEVER HURT. NEVER FALL OUT. NEVER STOP.	Pending	United States of America
86/077770	9/29/13	RACE CASE	Pending	United States of America
86198413	2/20/14	VIVID	Pending	United States of America
99018982	4/23/10	YURBUDS	Registered	Taiwan
102000823	1/7/13	TWISTLOCK	Pending	Taiwan
102000824	1/7/13	INSPIRE	Pending	Taiwan
102000825	1/7/13	ENDURE	Pending	Taiwan
539562010	4/22/10	YURBUDS	Registered	Switzerland
201004312	4/22/10	YURBUDS	Registered	Norway
822928	4/22/10	YURBUDS	Registered	New Zealand
19410	8/14/13	DEVELOPED BY ATHLETES FOR ATHLETES	Registered	State of Missouri
4020100021484	4/22/10	YURBUDS	Registered	Korea, Republic of
4020110050584	9/16/11	FOCUS	Pending	Korea, Republic of
4020110050583	9/16/11	INPSIRE	Pending	Korea, Republic of
4020110056959	10/18/11	TWISTLOCK	Registered	Korea, Republic of
325102010	4/22/10	YURBUDS	Registered	Japan
2011066843	9/16/11	FOCUS	Pending	Japan
2011066842	9/16/11	INPSIRE	Pending	Japan
2011072373	10/3/11	TWISTLOCK	Pending	Japan
9049611	4/22/10	YURBUDS	Registered	European Community
10317238	10/5/11	INSPIRE	Registered	European Community
10317329	10/5/11	TWISTLOCK	Published	European Community
10317279	10/5/11	FOCUS	Published	European Community
8235034	4/23/10	YURBUDS	Registered	China (People's Republic)
9969772	9/16/11	FOCUS	Pending	China (People's Republic)
9969771	9/16/11	INPSIRE	Pending	China (People's Republic)
10040096	10/9/11	TWISTLOCK	Registered	China (People's Republic)
11154756	7/3/12	Random Chinese Characters	Published	China (People's Republic)
1478038	4/22/10	YURBUDS	Registered	Canada
1543707	9/15/11	INSPIRE	Published	Canada
1543706	9/15/11	FOCUS	Published	Canada

1546347	10/4/11	TWISTLOCK	Published	Canada
830589295	4/27/10	YURBUDS	Pending	Brazil
1357556	4/21/10	YURBUDS	Registered	Australia
1448901	9/16/11	INSPIRE	Registered	Australia
1448902	9/16/11	FOCUS	Registered	Australia
1452318	10/4/11	TWISTLOCK	Pending	Australia
MO 19371	6/18/13	DEVELOPED BY WOMEN FOR WOMEN	Registered	Missouri