TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302344

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beaver-Visitec International (US), Inc.		04/22/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	0994015	ACCU-TEMP
Registration Number:	2951829	ARTHRO-LOK
Registration Number:	4193724	ATOMIC EDGE
Registration Number:	1208093	BEAVER
Registration Number:	1723526	BLU-SLIT
Registration Number:	1017204	BLU-SPOT
Registration Number:	3100759	BLU-SPOT
Registration Number:	3975998	BVI
Registration Number:	3979563	BVI
Registration Number:	1071363	CAUTERETTE
Registration Number:	2760252	CLEANFIELD
Registration Number:	1914147	C-LINE
Registration Number:	2655103	ERASER
Registration Number:	1031358	ESSAR
Registration Number:	4470939	EXTEND
Registration Number:	1002688	I-STAT
Registration Number:	4023938	KEEPING YOUR VISION IN SIGHT
Registration Number:	2256088	KERACEL

CH $990.00 0994015

Property Type	Number	Word Mark
Registration Number:	2261699	KERASPEAR
Registration Number:	1002000	MAXI-LITE
Registration Number:	1069334	MICRO-SHARP
Registration Number:	0824981	MINI-BLADE
Registration Number:	2166602	NITEYE
Registration Number:	3551377	OCUSEAL
Registration Number:	1001002	OPHTHO-BURR
Registration Number:	1555640	OP-WIPE
Registration Number:	4406747	OSHER THERMODOT
Registration Number:	2228185	SWITCH-A-TIP
Registration Number:	2049333	ULTRACELL
Registration Number:	1069333	VAR-I-STAT
Registration Number:	2222753	VASECTOR
Registration Number:	3208676	WECK-CEL
Registration Number:	0968265	WET-FIELD
Registration Number:	2321653	WICK N' WIPE
Registration Number:	3253759	XSTAR
Registration Number:	1998820	STAR
Serial Number:	74709858	VARI-TEMP
Serial Number:	85966889	ODYSSEY-PARASOL
Serial Number:	85673956	THERMODOT

CORRESPONDENCE DATA

Fax Number: 3129939767

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

Phone: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0537
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	04/22/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 22, 2014, is made by the entity designated as a "Grantor" on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers and the other Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of April 22, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the US Borrower, European Borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of July 30, 2010 in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the US Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees 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 and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

BEAVER VISITEC INTERNATIONAL (US), INC. as Grantor

By: _____

Name: Harlan Harris

Title: CFO

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

H&B Docket No.	Country Name	Mark	Status	Appl'n. No.	Filing Date	Reg. No.	Reg. Date
2070-49	United States	ACCU-TEMP	Registered	72/457,943	5/18/1973	0,994,015	9/24/1974
2070-22	United States	ARTHRO-LOK	Registered	78/417,490	5/12/2004	2,951,829	5/17/2005
2070-89	United States	ATOMIC EDGE	Registered	85/486,955	12/5/2011	4,193,724	8/21/2012
2070-21	United States	BEAVER	Registered	73/341,216	12/11/1981	1,208,093	9/14/1982
2070-51	United States	BLU-SLIT	Registered	74/064,143	5/30/1990	1,723,526	10/13/1992
2070-52	United States	BLU-SPOT	Registered	73/010,759	1/11/1974	1,017,204	7/29/1975
2070-53	United States	BLU-SPOT	Registered	78/659,945	6/28/2005	3,100,759	6/6/2006
2070-45	United States	BVI	Registered	85/098,175	8/2/2010	3,975,998	6/7/2011
2070-46	United States	BVI and Design	Registered	85/098,194	8/2/2010	3,979,563	6/14/2011
2070-54	United States	CAUTERETTE	Registered	73/083,071	4/7/1976	1,071,363	8/16/1977
2070-55	United States	CLEANFIELD	Registered	78/066,539	5/31/2001	2,760,252	9/2/2003
2070-56	United States	C-LINE	Registered	4/228,502	12/5/1991	1,914,147	8/22/1995
2070-57	United States	ERASER	Registered	78/090,817	10/30/2001	2,655,103	11/26/2002
2070-58	United States	ESSAR	Registered	73/055,478	6/18/1975	1,031,358	1/27/1976
2070-111	United States	EXTEND	Registered	86/010,284	7/15/2013	4,470,939	1/21/2014
2070-60	United States	I-STAT	Registered	73/007,703	11/30/1973	1,002,688	1/28/1975
2070-76	United States	KEEPING YOUR VISION IN SIGHT	Registered	85/177,950	11/16/2010	4,023,938	9/6/2011
2070-61	United States	KERACEL	Registered	75/392,712	11/19/1997	2,256,088	6/22/1999

2070-62	United States	KERASPEAR	Registered	75/446,616	3/9/1998	2,261,699	7/13/1999
2070-63	United States	MAXI-LITE	Registered	73/010,716	1/11/1974	1,002,000	1/21/1975
2070-25	United States	MICRO-SHARP	Registered	73/076,705	2/9/1976	1,069,334	7/12/1977
2070-30	United States	MINI-BLADE	Registered	72/208,527	12/21/1964	0,824,981	2/28/1967
2070-64	United States	NITEYE	Registered	75/248,928	2/27/1997	2,166,602	6/16/1998
2070-31	United States	OCUSEAL	Registered	77/319,303	11/1/2007	3,551,377	12/23/2008
2070-65	United States	OPHTHO-BURR	Registered	73/010,752	1/11/1974	1,001,002	1/7/1975
2070-66	United States	OP-WIPE	Registered	73/774,835	8/8/1988	1,555,640	9/12/1989
2070-98	United States	OSHER THERMODOT	Registered	85/850,998	2/15/2013	4,406,747	9/24/2013
2070-68	United States	SWITCH-A-TIP	Registered	75/414,018	1/7/1998	2,228,185	3/2/1999
2070-47	United States	ULTRACELL	Registered	74/272,034	5/4/1992	2,049,333	4/1/1997
2070-69	United States	VAR-I-STAT	Registered	73/074,526	1/16/1976	1,069,333	7/12/1977
2070-70	United States	VARI-TEMP	Registered	74/709,858	8/2/1995	1,85,660	7/9/1996
2070-71	United States	VASECTOR	Registered	75/414,890	1/7/1998	2,222,753	2/9/1999
2070-72	United States	WECK-CEL	Registered	78/861,630	4/14/2006	3,208,676	2/13/2007
2070-73	United States	WET-FIELD	Registered	72/427,578	6/19/1972	968,265	9/11/1973
2070-74	United States	WICK N' WIPE	Registered	75/658,186	3/11/1999	2,321,653	2/22/2000
2070-34	United States	Xstar	Registered	78/953,389	8/16/2006	3,253,759	6/19/2007
2070-35	United States	Xstar with Design	Registered	74/673,928	5/15/1995	1,998,820	9/3/1996

2. TRADEMARK APPLICATIONS

H&B Docket No.	Country Name	Mark	Status	Appl'n. No.	Filing Date
2070-115	United States	I-RING	Filed	86/089,676	10/11/2013

2070-117	United States	NUVISC	Filed	86/111,902	11/6/2013
2070-109	United States	ODYSSEY PARASOL	Filed	85/966,889	6/21/2013
2070-118	United States	READYPAK	Filed	86/179,430	1/30/2014
2070-94	United States	THERMODOT	Filed	85/673,956	7/11/2012
2070-120	United States	VALUEPLUG	Filed	86/207,381	2/28/2014

3. IP LICENSES

None.