

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315142

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amoena Medizin-Orthopadie-Technik GmbH		07/30/2014	LIMITED LIABILITY COMPANY: GERMANY

RECEIVING PARTY DATA

Name:	DZ Bank AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, as Security Agent
Street Address:	F/KRSK Marion Groner, Platz der Republik
City:	Frankfurt am Main
State/Country:	GERMANY
Postal Code:	60265
Entity Type:	Bank: GERMANY

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1443998	PERSONALLY
Registration Number:	2424637	CONTACT
Registration Number:	2266016	AMOENA
Registration Number:	2398763	AMOENA
Registration Number:	2268481	AMOENA
Registration Number:	1169114	AMOENA
Registration Number:	4158843	AMOVIDA
Registration Number:	1782084	TRIA

CORRESPONDENCE DATA

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

TRADEMARK

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	08/26/2014
Total Attachments: 6 source=8-25-14 Amoena Medizin-TM#page1.tif source=8-25-14 Amoena Medizin-TM#page2.tif source=8-25-14 Amoena Medizin-TM#page3.tif source=8-25-14 Amoena Medizin-TM#page4.tif source=8-25-14 Amoena Medizin-TM#page5.tif source=8-25-14 Amoena Medizin-TM#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Amoena-Medizin-Orthopädie Technik GmbH, a limited liability company organized under the laws of Germany (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt Am Main, as facility agent, are parties to Facilities Agreement dated 23 June 2014 (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of July 30, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Finance Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Acceleration Event (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Collateral any and all appropriate action which the

Grantor might be entitled to take with respect to the Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral 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.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 30th day of July, 2014.

AMOENA MEDIZIN-ORTHOPÄDIE-TECHNIK
GMBH,
AS GRANTOR

By: _____

Name: *Markus Sommer*

Title: *Managing Director*

Acknowledged:

DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK,
FRANKFURT AM MAIN,
as Security Agent

By: _____

Name:

Title:

TRADEMARK

REEL: 005351 FRAME: 0394

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 30th day of July, 2014.

AMGENA MEDIZIN-ORTHOPÄDIE-TECHNIK
GMBH,
AS GRANTOR

By: _____
Name:
Title:

Acknowledged:

DE BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK,
FRANKFURT AM MAIN,
as Security Agent

By: _____
Name: *Jana Becher*
Title: *CEO*

[Signature]
Name: *Thomas Gey*
Title: *Managing Director*

Trademarks (Marken)

Reference	Trademark (Marke)/ design (Geschmacksmuster)	Day of application	Application number	Day of registration	Registration number	Prolongation / end of protection	Status
01492 - 07	"PERSONALLY" (name mark description (Wortmarke)) in class 10	07.11.1986	73/629,222	23.06.1987	1,443,998	23.06.2017	registered
01413 - 07	"CONTACT" (name mark description (Wortmarke)) in class 10	15.06.1999	75/729,860	30.01.2001	2,424,637	30.01.2021	registered
01398 - 07	"AMOENA" (name mark description (Wortmarke)) in class 3	25.02.1997	75/247,603	03.08.1999	2,266,016	03.08.2019	registered
01399 - 07	"AMOENA" (name mark description (Wortmarke)) in class 21	07.01.1998	75/979,504	24.10.2000	2,398,763	24.10.2020	registered
01396 - 07	"AMOENA" (name mark description (Wortmarke)) in classes 10, 25	21.01.1998	75/421,007	10.08.1999	2,268,481	10.08.2019	registered
24135 - 89	"AMOENA" (name mark description (Wortmarke)) in class 10	31.10.1978	73/191,568	15.09.1981	1,169,114	15.09.2021	registered
00969 - 11	"AMOVIDA" (name mark description (Wortmarke)) in classes 10, 20	28.03.2011	85/279,022	12.06.2012	4,158,843	12.06.2022	registered

01011 - 10	"Arnolux" (name mark description (Wortmarke)) in classes 3, 5	14.09.2010	79/090173	14.09.2010	1058835	14.09.2020	registered
	"Iria" (name mark description (Wortmarke)) in class 10		74/232923	13.07.1993	1782084		abandoned

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REEL: 005351 FRAME: 0397

RECORDED: 08/26/2014