

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vention Medical Advanced Components, Inc.		12/10/2014	CORPORATION: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4569312	MODCATH	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>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.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-21		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	12/10/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 10th day of December, 2014, by Vention Medical Advanced Components, Inc. (f/k/a Advanced Polymers, Inc.), a New Hampshire corporation (“**Grantor**”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Vention Medical Inc. (f/k/a The MedTech Group, Inc.), a New Jersey corporation (“**Vention**”), and Grantor (Grantor and Vention are sometimes hereinafter referred to individually as a “**Borrower**” and collectively as the “**Borrowers**”), the financial institutions party thereto from time to time (together with their respective successors and assigns, “**Lenders**”) and Grantee have entered into that certain Second Amended and Restated Credit Agreement dated as of December 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Second Amended and Restated Guarantee and Collateral Agreement dated as of December 10, 2014 between Grantor (as a party by joinder thereto), certain Affiliates of Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types

of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**VENTION MEDICAL ADVANCED
COMPONENTS, INC.**, a New Hampshire
corporation

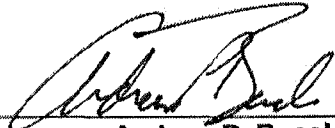
By:
Name:
Title:



A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be 'C. J. Y.'.

Agreed and Accepted
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 
Name: Andrew P. Bucolo
Title: Managing Director

Trademark Security Agreement

**TRADEMARK
REEL: 005416 FRAME: 0984**

SCHEDULE A

Trademark Registrations

Trademark	Application Number	Application Date	Registration Number	Registration Date	Jurisdiction
MODCATH	85893331	April 2, 2013	4569312	July 15, 2014	U.S.

Trademark Applications

Trademark	Application Number	Application Date	Registration Number	Registration Date	Jurisdiction
VERSATILITY ¹	85,963,661	June 19, 2013	N/A	N/A	U.S.

¹ Note, this trademark application is currently "intent to use" status.