

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344805

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Modified Polymer Components, Inc.		06/15/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as agent		
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2301754	MODIFIED POLYMER COMPONENTS, INC.	
<b>Registration Number:</b>	2272159	MPC	
<b>Registration Number:</b>	2227575	MODIFIED POLYMER COMPONENTS, INC.	
<b>Registration Number:</b>	2225321	MPC	
<b>Registration Number:</b>	2225320	MPC	
<b>Registration Number:</b>	2192306	ENDOLINER	
<b>Registration Number:</b>	2690053	MODIFIED POLYMER COMPONENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126984599		
<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>			
<b>Phone:</b>	312.849.8213		
<b>Email:</b>	edavenport@mcguirewoods.com		
<b>Correspondent Name:</b>	Raisa J. Garvin, McGuireWoods LLP		
<b>Address Line 1:</b>	77 West Wacker Drive, Suite 4100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1818		
<b>ATTORNEY DOCKET NUMBER:</b>	2043774-0034		
<b>NAME OF SUBMITTER:</b>	Raisa J. Garvin		
<b>SIGNATURE:</b>	/Raisa J. Garvin/		

OP \$190.00 2301754

<b>DATE SIGNED:</b>	06/16/2015
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**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 15, 2015, is made by Modified Polymer Components, Inc., a California corporation ("Modified Polymer") and Biomedical Structures, LLC, a Rhode Island limited liability company ("Biomedical Structures" and together with Modified Polymer collectively, the "Grantors" and each a "Grantor"), in favor of Madison Capital Funding LLC ("Madison Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, pursuant to the Credit Agreement, dated as of June 15, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and the Agent, Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

**WHEREAS**, each Grantor has granted, pursuant to a Guarantee and Collateral Agreement of even date herewith by the Grantors and the other Loan Parties party thereto in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to the Agent a security interest in all of such Grantor's Intellectual Property (as defined therein); other than Excluded Property (as defined therein); and

**WHEREAS**, each Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

**NOW, THEREFORE**, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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, hereby mortgages, pledges and hypothecates to the Agent for the ratable benefit of Lenders, and grants to the Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the "Trademark Collateral"):

(a) all of its Trademarks and all licenses providing for the grant by or to such Grantor of any right to use 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. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and each Grantor and the Agent hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but 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 AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

*[SIGNATURE PAGES FOLLOW]*

**IN WITNESS WHEREOF**, each 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,

**MODIFIED POLYMER COMPONENTS, INC.**

By: 

Name: Dean J. Tulumaris

Title: President

**BIOMEDICAL STRUCTURES, LLC**

By: 

Name: Dean J. Tulumaris

Title: President

**ACCEPTED AND AGREED**  
as of the date first above written:

**MADISON CAPITAL FUNDING LLC,**  
as the Agent

By:   
Name: Faraaz Kataran  
Title: Managing Director

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

<b>Grantor</b>	<b>Description</b>	<b>Trademark Registration Number</b>	<b>Date of Registration</b>
Modified Polymer Components, Inc.	Trademark for the name "Modified Polymer Components, Inc."	2301754	12/21/99
Modified Polymer Components, Inc.	Trademark for the MPC logo with the bubbles	2272159	08/24/99
Modified Polymer Components, Inc.	renewal for the word mark "Modified Polymer Components, Inc."	2227575	03/02/99
Modified Polymer Components, Inc.	renewal for bubbles logo	2225321	02/23/99
Modified Polymer Components, Inc.	renewal for bubbles logo	2225320	02/23/99
Modified Polymer Components, Inc.	trademark on the word "Endoliner"	2192306	09/29/98
Modified Polymer Components, Inc.	amend the logo and remove "inc"	2690053	02/25/03
Biomedical Structures, LLC	Cancelled trademark on "Scaftex"	2872524	08/10/04
Biomedical Structures, LLC	Trademark for the work "Biofelt"	3299029	09/25/07

2. TRADEMARK APPLICATIONS

None

3. TRADEMARK LICENSES

None