

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Avalign Technologies, Inc.		07/15/2015	CORPORATION: DELAWARE
Avalign Technologies Holdings, Inc.		07/15/2015	CORPORATION: DELAWARE
Avalign Intermediate Holdings, LLC		07/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
Advantis Medical, Inc.		07/15/2015	CORPORATION: INDIANA
Instrumed International, Inc.		07/15/2015	CORPORATION: DELAWARE
NEMCOMED FW, LLC		07/15/2015	LIMITED LIABILITY COMPANY: INDIANA
NEMCOMED, INC.		07/15/2015	CORPORATION: OHIO
NGInstruments, Inc.		07/15/2015	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Societe Generale, as the Collateral Agent
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Bank: FRANCE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4002831	AVALIGN EDGE
Registration Number:	3890642	NEMCOMED
Registration Number:	3883209	AVALIGN
Registration Number:	3440565	AVALIGN
Registration Number:	3449379	AVALIGN TECHNOLOGIES
Registration Number:	3919999	AVALIGN TECHNOLOGIES
Registration Number:	3908280	AVALIGN TECHNOLOGIES
Registration Number:	3914633	
Registration Number:	3440564	

CH \$315.00 4002831

Property Type	Number	Word Mark
Registration Number:	3449380	AVALIGN TECHNOLOGIES
Registration Number:	3485022	ADVANTIS
Registration Number:	3496315	MOBILITY

CORRESPONDENCE DATA

Fax Number: 2123037064
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: 212.318.6824
Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	79896.00011
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	07/15/2015

Total Attachments: 7

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**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARK)**

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of July 15, 2015, among each entity listed on the signature pages hereto (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”) and Société Générale, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 15, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), between Société Générale, as the First Lien Agent and Société Générale, as the Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

RECITALS

- (A) Avalign Technologies, Inc., a Delaware corporation (“**Borrower**”), Avalign Technologies Holdings, Inc., a Delaware corporation (“**Holdings**”), Avalign Intermediate Holdings, LLC, a Delaware limited liability company (“**Parent**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”) and Société Générale, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) are parties to that certain Second Lien Credit Agreement dated as of July 15, 2015 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantors are party to that certain Second Lien Pledge and Security Agreement, dated as of July 15, 2015 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Trademarks owned by any Grantor, including those referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.


SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).


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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

AVALIGN TECHNOLOGIES, INC., as a Guarantor

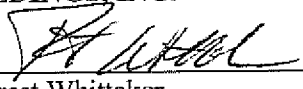
By 
Name: Forrest Whittaker
Title: President and Chief Executive Officer

AVALIGN TECHNOLOGIES HOLDINGS, INC., as
a Guarantor


By 
Name: Forrest Whittaker
Title: President and Chief Executive Officer

AVALIGN INTERMEDIATE HOLDINGS, LLC, as
a Guarantor


SOLE MEMBER:
AVALIGN HOLDINGS, INC.

By: 
Name: Forrest Whittaker
Title: President and Chief Executive Officer

ADVANTIS MEDICAL, INC., as a Guarantor

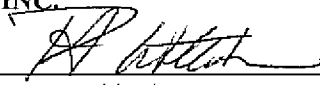
By: 
Name: Forrest Whittaker
Title: Chief Executive Officer

INSTRUMED INTERNATIONAL, INC., as a
Guarantor


By: 
Name: Forrest Whittaker
Title: Vice President

NEMCOMED FW, LLC, as a Guarantor

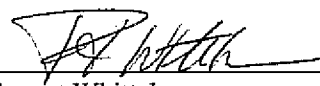
SOLE MEMBER:
NEMCOMED, INC.

By: 
Name: Forrest Whittaker
Title: Chief Executive Officer

NEMCOMED, INC., as a Guarantor


By: 
Name: Forrest Whittaker
Title: Chief Executive Officer

NGINSTRUMENTS, INC., as a Guarantor

By: 
Name: Forrest Whittaker
Title: Chief Executive Officer

ACCEPTED AND AGREED:

SOCIÉTÉ GÉNÉRALE,
as the Collateral Agent

By: 
Name: Roy Kuruvilla
Title: Managing Director

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks

Grantor	Mark	Registration No. or Application No.	Date
Avalign Technologies, Inc.	AVALIGN EDGE	4002831	26-JUL-2011
Avalign Technologies, Inc.	NEMCOMED	3890642	14-DEC-2010
Avalign Technologies, Inc.	AVALIGN	3883209	30-NOV-2010
Avalign Technologies, Inc.	AVALIGN	3440565	03-JUN-2008
Avalign Technologies, Inc.	AVALIGN TECHNOLOGIES 	3449379	17-JUN-2008
Avalign Technologies, Inc.	AVALIGN TECHNOLOGIES 	3919999	15-FEB-2011
Avalign Technologies, Inc.	AVALIGN TECHNOLOGIES	3908280	18-JAN-2011
Avalign Technologies, Inc.	<i>Design Only</i> 	3914633	01-FEB-2011
Avalign Technologies, Inc.	<i>Design Only</i> 	3440564	03-JUN-2008
Avalign Technologies, Inc.	AVALIGN TECHNOLOGIES	3449380	17-JUN-2008

Advantis Medical, Inc.	ADVANTIS	3485022	12-AUG-2008
Newcomed, Inc.	MOBILITY	3496315	02-SEP-2008