

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medco Respiratory Instruments, Incorporated		10/20/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	CIT FINANCE LLC		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4602644	P.E.E.P.	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7814		
Email:	amichalec@vedderprice.com		
Correspondent Name:	Anita Michalec		
Address Line 1:	222 N. LaSalle St		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	37832000083		
NAME OF SUBMITTER:	Anita Michalec		
SIGNATURE:	/Anita Michalec/		
DATE SIGNED:	10/20/2015		
Total Attachments: 5			
source=13. Grant of Security Interest in Trademark Rights#page1.tif			
source=13. Grant of Security Interest in Trademark Rights#page2.tif			
source=13. Grant of Security Interest in Trademark Rights#page3.tif			
source=13. Grant of Security Interest in Trademark Rights#page4.tif			

CH \$40.00 4602644

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of October 20, 2015 is made by the undersigned, located at 10305 Round Up Lane Houston, Texas 77064 (the "Grantor"; and together with any Person (as defined in the Credit Agreement referenced below) from time to time joined as a loan party to the Credit Agreement, individually, a "Loan Party" and collectively, the "Loan Parties"), in favor of CIT FINANCE LLC, a Delaware limited liability company, as administrative agent (the "Administrative Agent"), in connection with that certain Amended and Restated Credit and Guaranty Agreement dated as of February 17, 2015 among the Grantor, Administrative Agent and the lenders from time to time party thereto (the "Lenders") (as amended, restated, amended and restated, supplemented or modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Security and Pledge Agreement dated as of February 17, 2015 among Administrative Agent, Grantor, and other parties named therein (as amended, restated, amended and restated, modified and supplemented from time to time, the "Security Agreement"), the Grantor pledged and granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all intellectual property constituting Collateral, including the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Credit Agreement and Security Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement and the Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK.

(Signature Pages Follow)

(Signature Page to Grant of Security Interest In Trademark Rights)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

**MEDCO RESPIRATORY
INSTRUMENTS, INCORPORATED, a
Texas corporation**

By: David D. Hagey
David D. Hagey
President, Secretary and Treasurer

(Signature Page to Grant of Security Interest In Trademark Rights)

ADMINISTRATIVE AGENT:

CIT FINANCE LLC, a Delaware limited
liability company

By: Kai Liang
Name: KAI LIANG
Title: VP

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark Name	Registration No./ Serial No.
Medco Respiratory Instruments, Incorporated	P.E.E.P. – (Pediatric Enteral Education Program)	4,602,644