

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360058

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | CORRECTIVE SECURITY AGREEMENT TO CORRECT THE ASSIGNEE NAME ON REEL 4784 FRAME 0945 | | |
| RESUBMIT DOCUMENT ID: | 103673630 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AMERICAN SOCIETY FOR GASTROINTESTINAL ENDOSCOPY | | 09/15/2015 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. Bank National Association | | |
| Street Address: | 400 CITY CENTER | | |
| City: | OSHKOSH | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 54901 | | |
| Entity Type: | CORPORATION: MINNESOTA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3391036 | ASGE | |
| Registration Number: | 4019036 | ENDOFEST | |
| Registration Number: | 3804175 | PETER & POLLY POLYP | |
| Registration Number: | 3804176 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9202377184 | | |
| <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: | 9202377268 | | |
| Email: | PATT.SCHUMACHER@USBANK.COM | | |
| Correspondent Name: | U. S. BANK NATIONAL ASSOCIATION | | |
| Address Line 1: | 400 CITY CENTER | | |
| Address Line 4: | OSHKOSH, UNITED STATES 54901 | | |
| NAME OF SUBMITTER: | Stacy Bonincontri | | |
| SIGNATURE: | /Stacy Bonincontri/ | | |
| DATE SIGNED: | 10/27/2015 | | |

Total Attachments: 12

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TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------|--------------------------------------|-----------------|----------------------|-------------------------------------------------|---------|----------------------|--------------------------------------|--------------|----------------------|--------------|---------------------------------------------|----------------------|---------|--|
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>American Society for Gastrointestinal Endoscopy</td> <td></td> <td>05/18/2012</td> <td>Not-for-Profit Corporation: ILLINOIS</td> </tr> </tbody> </table> | | Name | Formerly | Execution Date | Entity Type | American Society for Gastrointestinal Endoscopy | | 05/18/2012 | Not-for-Profit Corporation: ILLINOIS | | | | | | | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | | | | | | |
| American Society for Gastrointestinal Endoscopy | | 05/18/2012 | Not-for-Profit Corporation: ILLINOIS | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>RBS Citizens, N.A.</td> </tr> <tr> <td>Street Address:</td> <td>71 S. Wacker Drive</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60606</td> </tr> <tr> <td>Entity Type:</td> <td>National Banking Association: UNITED STATES</td> </tr> </table> | | Name: | RBS Citizens, N.A. | Street Address: | 71 S. Wacker Drive | City: | Chicago | State/Country: | ILLINOIS | Postal Code: | 60606 | Entity Type: | National Banking Association: UNITED STATES | | | |
| Name: | RBS Citizens, N.A. | | | | | | | | | | | | | | | |
| Street Address: | 71 S. Wacker Drive | | | | | | | | | | | | | | | |
| City: | Chicago | | | | | | | | | | | | | | | |
| State/Country: | ILLINOIS | | | | | | | | | | | | | | | |
| Postal Code: | 60606 | | | | | | | | | | | | | | | |
| Entity Type: | National Banking Association: UNITED STATES | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 4 | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3391036</td> <td>ASGE</td> </tr> <tr> <td>Registration Number:</td> <td>4019036</td> <td>ENDOFEST</td> </tr> <tr> <td>Registration Number:</td> <td>3804175</td> <td>PETER & POLLY POLYP</td> </tr> <tr> <td>Registration Number:</td> <td>3804176</td> <td></td> </tr> </tbody> </table> | | Property Type | Number | Word Mark | Registration Number: | 3391036 | ASGE | Registration Number: | 4019036 | ENDOFEST | Registration Number: | 3804175 | PETER & POLLY POLYP | Registration Number: | 3804176 | |
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| Registration Number: | 3804176 | | | | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | | | | |
| <p>Fax Number: 3128035299</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: (312) 845-3430</p> <p>Email: kalwa@chapman.com</p> <p>Correspondent Name: Richard Kalwa</p> <p>Address Line 1: 111 West Monroe Street</p> <p>Address Line 2: Chapman and Cutler LLP</p> <p>Address Line 4: Chicago, ILLINOIS 60603</p> | | | | | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 1982792 | | | | | | | | | | | | | | | |

CH \$115.00 3391036

ORIGINAL

TRADEMARK COLLATERAL AGREEMENT

This 18th day of May, 2012, AMERICAN SOCIETY FOR GASTROINTESTINAL ENDOSCOPY, an Illinois not for profit corporation ("*Debtor*") with its principal place of business and mailing address at 1520 Kensington Road, Suite 202, Oak Brook, Illinois 60523, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to RBS Citizens, N.A., a national banking association ("*Secured Party*"), with its mailing address at 71 S. Wacker Drive, Chicago, Illinois 60606, and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, Secured Party, and the other debtors party thereto, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Accepted and agreed to as of the date and year last above written.

RBS CITIZENS, N.A.

By Lavetta Spencer
Name Lavetta Spencer
Title Vice President

[Signature Page of Trademark Collateral Agreement]

TRADEMARK
REEL: 005652 FRAME: 0309

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

FEDERAL TRADEMARK REGISTRATIONS

TRADEMARKS:

| | | |
|-------------------------|----------------------------|-------------|
| ASGE® | Registered March 4, 2008 | No. 3391036 |
| EndoFest® | Registered August 30, 2011 | No. 4019036 |
| Peter and Polly Polyp® | Registered June 15, 2010 | No. 3804175 |
| Polyp Character Design® | Registered June 15, 2010 | No. 3804176 |

SCHEDULE A

LOCATIONS

Item 1. Places of Business (including each Debtor's chief executive office and principal place of business):

ADDRESS

1520 Kensington Rd. Ste. 202, Oak Brook, Illinois

Item 2. Permitted Collateral Locations:

ADDRESS

OWNER OF PREMISES

3300 Woodcreek Drive, Downers Grove, Illinois

Borrower

Limited Power of Attorney

KNOW ALL BY THESE PRESENTS, that in connection with the transfer on June 20, 2014 ("Closing"), of certain Loans by Citizens Bank, N.A., formerly known as RBS Citizens, N.A. ("Seller") to U.S. Bank National Association ("Purchaser"), in accordance with that certain Purchase and Assumption Agreement dated as of January 3, 2014 ("Agreement"), by and between Seller and Purchaser, Seller has made, constituted and appointed, and hereby makes, constitutes and appoints Purchaser, through any of its authorized officers holding the title of Senior Vice President or higher, as well as the persons listed on Annex A hereto, as its true and lawful attorney-in-fact for Seller and in Seller's name, place and stead, with full power of substitution ("Representative(s)"), with full power and authority to do and perform the limited acts described below with respect to the Loans. Capitalized terms used and not defined herein shall have the same meanings given such terms in the Agreement.

Purchaser, through each Representative, is hereby empowered to take the following limited actions: (i) to endorse and assign over to Purchaser any and all notes, or other evidence of obligation, installment sale contracts, reimbursement agreements, guarantees, loan agreements, and related collateral and other evidences of indebtedness or collateral given by or on behalf of Customers in connection with the Loans, using for such endorsement such stamps or other devices as may be deemed appropriate for the purpose of such endorsement, in Purchaser's reasonable discretion, (ii) to execute and record assignments to Purchaser of any and all other documents, agreements and materials relating to the Loans (including without limitation, mortgages, collateral assignments of leases and rentals, Uniform Commercial Code financing statements, motor vehicle title certificates, marketable securities, life insurance assignments, and title insurance policies) by signing appropriate instruments of assignment and transfer on behalf of Seller, including affixing facsimile signature(s) to such instruments, (iii) to execute, deliver and record, for and on behalf of Seller, any and all documents necessary to effectuate the full and proper discharge after the Closing of mortgages and other collateral relating to the Loans as transferred by Seller to Purchaser at Closing, (iv) to endorse and assign over to Purchaser any check, draft, negotiable order of withdrawal or other like instrument which represents a payment to a Loan using for such endorsement such stamps or other devices as may be deemed appropriate for the purpose of such endorsement, in Purchaser's reasonable discretion, (v) to execute and deliver any documents deemed appropriate by Purchaser, in its reasonable discretion, to grant, correct or perfect a security interest in favor of Purchaser in any collateral securing a Loan and (vi) to do and perform any and all acts for and on behalf of Seller which are proper and / or necessary to complete such assignments, transfers and discharges as are referred to in clauses (i) and (vi) above; provided, however, that the authority of Purchaser, through its Representatives, to perform any or all the actions specified in the preceding clauses (i) through (v) pursuant to this Limited Power of Attorney shall expire at 11:59 p.m. Eastern Time on June 20, 2019, which date and time Seller may extend upon Purchaser's reasonable written request.

Seller ratifies and confirms, as its own act, all that Purchaser, through the Representatives, shall do or cause to be done pursuant to the foregoing provisions. This grant of a limited power of attorney in favor of Purchaser, through the Representatives, shall be deemed to be executed under seal, is coupled with an interest, is irrevocable and shall extend to any successor of Seller.

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TRADEMARK
REEL: 005652 FRAME: 0312

Purchaser hereby agrees to indemnify and hold harmless Seller and its Affiliates and their respective successors, permitted assigns, directors, shareholders, officers, employees and agents from and against any and all Damages they shall receive, suffer or incur, arising out of or relating to Seller's or Purchaser's, through the Representatives', use of this Limited Power of Attorney, including all costs and expenses incurred by them in defending against any claim of liability in connection herewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Limited Power of Attorney to be executed as of this 20th day of June, 2014.

**CITIZENS BANK, N.A., a national banking association
formerly known as RBS CITIZENS, N.A.**

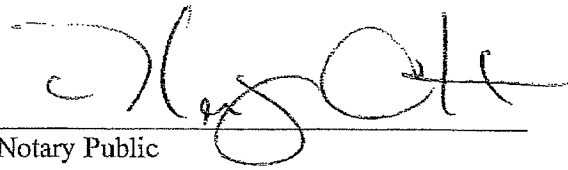
By  _____

Name: John A. Fawcett

Title: Chief Financial Officer

STATE OF RI)
) ss.:
County of Providence)

On the 17th day of June 2014, before me, the undersigned, personally appeared John Fawcett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies); that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

Print Name: _____

My Commission expires: **MARGIE COTTO**
NOTARY PUBLIC
STATE OF RHODE ISLAND, ID NO. 50077
MY COMMISSION EXPIRES: 07.08.2014-13