

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360704

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE BRAUN CORPORATION		10/30/2015	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK N.A., AS ADMINISTRATIVE AGENT
Street Address:	270 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2955641	1-800-THE-LIFT
Registration Number:	3370105	B
Registration Number:	1984068	B
Registration Number:	4522537	B BRAUN CORPORATION
Registration Number:	3349305	BRAUN
Registration Number:	3399237	BRAUNABILITY
Registration Number:	2881998	BRAUNLIFT.COM
Registration Number:	1486067	CHAIR TOPPER
Registration Number:	3654236	COMPANIONVAN
Registration Number:	2030171	CROW RIVER
Registration Number:	2590735	ENTERVAN
Registration Number:	3370104	LIFE IS A MOVING EXPERIENCE
Registration Number:	2176557	PROVIDING ACCESS TO THE WORLD
Registration Number:	4468062	QUIET DRIVE
Registration Number:	3179393	RAMPVAN
Registration Number:	1524387	THE BRAUN CORPORATION
Registration Number:	1814579	UNDER-VEHICLE LIFT
Registration Number:	1824331	UVL

OP \$515.00 2955641

Property Type	Number	Word Mark
Registration Number:	2032072	VANGATER
Serial Number:	86128243	MXV

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agooda

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-40538
NAME OF SUBMITTER:	Penelope J.A. Agooda
SIGNATURE:	/pja/
DATE SIGNED:	10/30/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 30, 2015 (this "Agreement"), among The Braun Corporation, an Indiana corporation (the "Borrower"), the other Subsidiary Loan Parties from time to time party hereto and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of October 30, 2015 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of October 30, 2015 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including

registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including in the case of any Grantor, those listed on Schedule II;

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

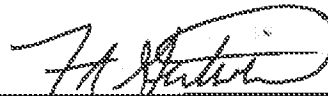
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE BRAUN CORPORATION,

by



Name: Nicholas Gutwein

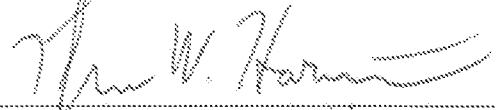
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005657 FRAME: 0861

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by



Name: Thomas W. Harrison

Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005657 FRAME: 0862

SCHEDULE I

Trademarks/Trade Names

U.S. Trademark Registrations

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
The Braun Corporation	1-800-THE-LIFT	2955641	5/24/2005
The Braun Corporation	B	3370105	1/15/2008
The Braun Corporation	B	1984068	7/2/1996
The Braun Corporation	B BRAUN CORPORATION	4522537	4/29/2014
The Braun Corporation	BRAUN	3349305	12/4/2007
The Braun Corporation	BRAUNABILITY	3399237	3/18/2008
The Braun Corporation	BRAUNLIFT.COM	2881998	9/7/2004
The Braun Corporation	CHAIR TOPPER	1486067	4/26/1988
The Braun Corporation	COMPANIONVAN	3654236	7/14/2009
The Braun Corporation	CROW RIVER	2030171	1/14/1997
The Braun Corporation	ENTERVAN	2590735	7/9/2002
The Braun Corporation	LIFE IS A MOVING EXPERIENCE	3370104	1/15/2008
The Braun Corporation	PROVIDING ACCESS TO THE WORLD	2176557	7/28/1998
The Braun Corporation	QUIET DRIVE	4468062	1/14/2014
The Braun Corporation	RAMPVAN	3179393	12/5/2006
The Braun Corporation	THE BRAUN CORPORATION	1524387	2/14/1989
The Braun Corporation	UNDER-VEHICLE LIFT	1814579	12/28/1993
The Braun Corporation	UVL	1824331	3/1/1994
The Braun Corporation	VANGATER	2032072	1/21/1997

U.S. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
The Braun Corporation	MXV	86128243	11/25/2013