

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM362703

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BeoCare Group, Inc. | | 11/06/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MB Financial Bank, N.A. | | |
| Street Address: | 9550 W. Higgins Road, 8th Floor | | |
| City: | Rosemont | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60018 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4390568 | BEOCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2029068669 | | |
| <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: | 202.906.8618 | | |
| Email: | ipmail@dykema.com | | |
| Correspondent Name: | Eric T. Fingerhut | | |
| Address Line 1: | 1300 I St., NW, Suite 300 West | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 104069-0090 | | |
| NAME OF SUBMITTER: | Eric T. Fingerhut | | |
| SIGNATURE: | /eric t. fingerhut/ | | |
| DATE SIGNED: | 11/17/2015 | | |
| Total Attachments: 6 | | | |
| source=Grant of Security Interest in Trademarks and Patents (BeoCare Group, Inc. to MB Financial Bank, N.A.)#page1.tif | | | |
| source=Grant of Security Interest in Trademarks and Patents (BeoCare Group, Inc. to MB Financial Bank, N.A.)#page2.tif | | | |
| source=Grant of Security Interest in Trademarks and Patents (BeoCare Group, Inc. to MB Financial Bank, N.A.)#page3.tif | | | |

CH \$40.00 4390568

source=Grant of Security Interest in Trademarks and Patents (BeoCare Group, Inc. to MB Financial Bank, N.A.)#page4.tif

source=Grant of Security Interest in Trademarks and Patents (BeoCare Group, Inc. to MB Financial Bank, N.A.)#page5.tif

source=Grant of Security Interest in Trademarks and Patents (BeoCare Group, Inc. to MB Financial Bank, N.A.)#page6.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, BEOCARE GROUP, INC., a Delaware corporation ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. ("**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, Grantor is willing to grant to Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of November 6, 2015, among BeoCare, Inc., a Delaware corporation ("**BeoCare**"), and Shelby Elastics, LLC, a Delaware limited liability company ("**Shelby Elastics**", and together with BeoCare, collectively, "**Borrowers**" and each a "**Borrower**"), and Grantee (as amended, restated, modified or supplemented and in effect from time to time, the "**Credit Agreement**"), and that certain Guarantor Security Agreement dated as of November 6, 2015, between Grantor and Grantee (as amended, restated, modified or supplemented and in effect from time to time, the "**Security Agreement**"), Grantor hereby grants to Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of Borrowers and all the Obligations (as such term is defined in the Security Agreement) and shall be effective as of the date of the Credit Agreement.

Grantor represents and warrants that, based on a diligent investigation by Grantor, the Marks listed on Schedule A constitute all of the federally registered Marks now owned by Grantor, and the Patents listed on Schedule B constitute all of the federally registered Patents now owned by Grantor. If, before the Obligations shall have been satisfied in full or before the Credit Agreement, the Security Agreement and other Loan Documents (as defined in the Credit Agreement) have been terminated, Grantor shall (i) become aware of any existing Marks and/or Patents of which Grantor has not previously informed Grantee, (ii) obtain rights to any new

Patents of which Grantor has not previously informed Grantee, (ii) obtain rights to any new patentable inventions or Patents, (iii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, or become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, (iv) take any action to register (or re-register) or revive, renew, resuscitate or otherwise claim rights in or protect any abandoned, lapsed or dead Mark, or (v) take any action to revive or complete any abandoned, lapsed or dead patent application or to register any patentable invention, the provisions of this Grant of Security Interest above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Grant of Security Interest by amending Schedule A to include any such Marks and Schedule B to include any such Patents. In addition, if any of the foregoing events under this paragraph occurs with respect to any subsidiary of Grantor, Grantor shall give to Grantee prompt written notice thereof and shall cause such subsidiary to enter into and deliver to Grantee a Grant of Security Interest with respect thereto.

This Grant of Security Interest has been granted in conjunction with the security interests granted to Grantee under the Credit Agreement and the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement or the Security Agreement, the provisions of the Credit Agreement and the Security Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

BEOCARE GROUP, INC.

By: 

Name: Peter Vanderbruggen

Title: President

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____

Name: David L. Enghauser

Title: Senior Vice President

W

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

BEOCARE GROUP, INC.

By: _____

Name: Peter Vanderbruggen

Title: President

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____

Name: David L. Enghauser

Title: Senior Vice President

Schedule A - Trademarks

| Country | Trademark | Registration # | Registration Date | Owner |
|----------------|------------------|-----------------------|--------------------------|-----------------------------|
| U.S. | BEOCARE | 4390568 | August 27, 2013 | BeoCare Group, Inc. |
| European Union | BEOCARE | 008727737 | February 12, 2009 | BeoCare International, Ltd. |

Schedule B – Patents

| Country | Patent Title | Patent #/ (Application #) | Issue Date/ (File Date) | Owner |
|----------------|---------------------|--------------------------------------|--|--------------|
| | | | | |
| | | | | |