

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDICAL DEVICE TECHNOLOGIES, INC.		12/23/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HEALTHCARE FINANCIAL SOLUTIONS, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	2 BETHESDA METRO CENTER		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814-5318		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3780126	ACCURA	
Registration Number:	4096898	ATRIEVE	
Registration Number:	3999441	ATRIEVE VASCULAR SNARE	
Registration Number:	2804645	BIOPINCE	
Registration Number:	2843923	MAXI-CELL	
Registration Number:	1775855	MD TECH	
Registration Number:	1807306	MD TECH	
Registration Number:	1793552	MDTECH	
Registration Number:	3763683	POWER OF THREE	
Registration Number:	4279968	PRO-MAG	
Registration Number:	3449979	T-LOK	
Registration Number:	2173844	TRU-CORE	
Registration Number:	3548195	V-STICK	
Registration Number:	2893530	V-MARK	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			
TRADEMARK			

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Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: GAYLE D. GROCKE C/O LATHAM & WATKINS LLP
Address Line 1: 330 N. WABASH AVENUE
Address Line 2: SUITE 2800
Address Line 4: CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057332-0003

NAME OF SUBMITTER: GAYLE D. GROCKE

SIGNATURE: /GDG/

DATE SIGNED: 02/05/2016

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2015, is made by Medical Device Technologies, Inc. (the "Grantor"), in favor of Healthcare Financial Solutions, LLC ("HFS")¹, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of December 23, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and HFS, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a First Lien Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this First Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the

¹ Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire.

Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the Trademark Collateral):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This First Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEDICAL DEVICE TECHNOLOGIES,
INC.

By: Sharon McNally
Name: Sharon McNally
Title: Vice President of Finance

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005725 FRAME: 0369

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC,
as Administrative Agent

By: 
Name: Alaina M. Jones
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Owner</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
European Community	ACCURA	Medical Device Technologies, Inc.	7218993	12-Sep-2008	7218993	16-Nov-2010
United States of America	ACCURA	Medical Device Technologies, Inc.	77/688545	11-Mar-2009	3780126	27-Apr-2010
European Community	ATRIEVE	Medical Device Technologies, Inc.	1075738	15-Apr-2011	1075738	15-Apr-2011
Int'l Registration - Madrid Protocol Only	ATRIEVE	Medical Device Technologies, Inc.	A0024208	15-Apr-2011	1075738	15-Apr-2011
United States of America	ATRIEVE	Medical Device Technologies, Inc.	85/154902	18-Oct-2010	4096898	07-Feb-2012
United States of America	ATRIEVE VASCULAR SNARE	Medical Device Technologies, Inc.	85/038135	13-May-2010	3999441	19-Jul-2011
European Community	BIOPINCE	Medical Device Technologies, Inc.	7147192	08-Aug-2008	7147192	08-Oct-2009
United States of America	BIOPINCE	Medical Device Technologies, Inc.	76/502092	21-Mar-2003	2804645	13-Jan-2004
United States of America	MANAN	Manan Medical Products, Inc.	78/735673	18-Oct-2005	3176575	28-Nov-2006
United States of America	MaxiCELL	Medical Device Technologies, Inc.	78/163731	13-Sep-2002	2843923	18-May-2004
European Community	MD TECH	Medical Device Technologies, Inc.	1860238	19-Sep-2000	1860238	19-Dec-2001
United States of America	MD TECH	Medical Device Technologies, Inc.	74/179224	24-Jun-1991	1775855	08-Jun-1993
United States of America	MD TECH	Medical Device Technologies, Inc.	74/370224	22-Mar-1993	1807306	30-Nov-1993
United States of America	MDTECH	Medical Device Technologies, Inc.	74/351120	22-Jan-1993	1793552	21-Sep-1993
European Community	POWER OF THREE	Medical Device Technologies, Inc.	6461974	23-Nov-2007	6461974	23-Oct-2008

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Owner</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Japan	POWER OF THREE	Medical Device Technologies, Inc.	2007-117970	22-Nov-2007	5134435	09-May-2008
United States of America	POWER OF THREE	Medical Device Technologies, Inc.	77/190693	25-May-2007	3763683	23-Mar-2010
United States of America	Pro-Mag	Medical Device Technologies, Inc.	85/687610	26-Jul-2012	4279968	22-Jan-2013
United States of America	T-LOK	Medical Device Technologies, Inc.	76/662323	28-Jun-2006	3449979	17-Jun-2008
European Community	TRU-CORE	Medical Device Technologies, Inc.	469635	04-Feb-1997	469635	16-Feb-1999
United States of America	TRU-CORE	Medical Device Technologies, Inc.	75/213678	16-Dec-1996	2173844	14-Jul-1998
United States of America	V STICK Design	Medical Device Technologies, Inc.	78/527468	06-Dec-2004	3548195	16-Dec-2008
United States of America	V-MARK	Medical Device Technologies, Inc.	78/313702	15-Oct-2003	2893530	12-Oct-2004

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.