

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manan Medical Products, 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: 1			
Property Type	Number	Word Mark	
Registration Number:	3176575	MANAN	
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>			
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:	02/16/2016		
Total Attachments: 6			
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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to or in connection with this agreement, the terms of any Collateral Document, and the exercise of any right or remedy by the Agent hereunder or thereunder are subject to the provisions of the Intercreditor Agreement dated as of December 23, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Healthcare Financial Solutions, LLC, as the First Lien Agent, and Healthcare Financial Solutions, LLC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement or any Collateral Document, the terms of the Intercreditor Agreement shall control.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2015, is made by Manan Medical Products, 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 Second 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 from time to time party thereto and HFS, as Administrative Agent for the Lenders, the Lenders 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 Second 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 Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to

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.

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 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 Second 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 Second 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 Second 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 Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MANAN MEDICAL PRODUCTS, INC.

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

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC,
as Administrative Agent

By: 
Name: Hanna M. Powers
Title: Its Duly Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005732 FRAME: 0652

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

United States of America	MANAN	Manan Medical Products, Inc.	78/735673	18-Oct-2005	3176575	28-Nov-2006
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2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.