

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376218

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HealthTronics, Inc.		03/08/2016	Corporation: TEXAS
Endocare, Inc.		03/08/2016	Corporation: DELAWARE
Medstone International, Inc.		03/08/2016	Corporation: DELAWARE
Urosource Mobile Medical Solutions, Inc.		03/08/2016	Corporation: TEXAS
United Therapies, LLC		03/08/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MidCap Financial Trust, as Administrative Agent
Street Address:	c/o MidCap Financial Services, LLC, as servicer
Internal Address:	7255 Woodmont Avenue, Suite 200
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Statutory Trust: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	4154119	HEALTHTRONICS
Registration Number:	4232615	TOTAL UROLOGY. TOTAL CARE.
Registration Number:	3664091	TOTALCARE
Registration Number:	3285219	MULTIVANTAGE
Registration Number:	3284903	
Registration Number:	2823838	LITHODIAMOND
Registration Number:	2500166	HEALTHTRONICS
Registration Number:	2175455	LITHOTRON
Registration Number:	2226513	NEWTRODE
Registration Number:	4610439	SLIMLINE
Registration Number:	4370782	E ENDOCARE EXTENDING LIFE EVERY DAY
Registration Number:	4157202	E
Registration Number:	4142329	ENDOCARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4197192	TEMPGRAPH
Registration Number:	4197190	PROSTAGRAPH
Registration Number:	4280441	STOP CANCER COLD
Registration Number:	4203232	THERAPEUTIC CRYOABLATION OF THE PROSTATE
Registration Number:	3309240	CRYOCARE CS
Registration Number:	3309239	CRYOCARE CS
Registration Number:	3234865	V-PROBE
Registration Number:	3283630	PRIMARY CRYO
Registration Number:	3283620	SALVAGE CRYO
Registration Number:	3265968	RENAL CRYO
Registration Number:	3242875	AUTOFREEZE
Registration Number:	2937001	PERCRYO
Registration Number:	2580369	TEMPPROBE
Registration Number:	3666738	STOP PROSTATE CANCER COLD
Registration Number:	3444235	CRYOCARE SL
Registration Number:	3405970	V PROBE
Registration Number:	2512762	CRYODISC
Registration Number:	2438029	TARGETED CRYOABLATION OF THE PROSTATE TC
Registration Number:	2219327	CRYOCARE
Registration Number:	1897762	ENDOCARE
Registration Number:	1626929	MEDSTONE
Registration Number:	1631476	STS
Registration Number:	3936534	UROSOURCE
Registration Number:	3869542	UNITED THERAPIES
Serial Number:	86854135	SIMPLE STONE TREATMENT
Serial Number:	86244080	HT HEALTHTRONICS
Serial Number:	86244108	HT
Serial Number:	86244063	HT HEALTHTRONICS
Serial Number:	86344453	CRYOGUIDE

CORRESPONDENCE DATA

Fax Number: 6152446804

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: 615-850-8068

Email: trademarkdocket@wallerlaw.com

Correspondent Name: Dustin Timblin

Address Line 1: 511 Union Street

Address Line 2: Suite 2700

Address Line 4: Nashville, TENNESSEE 37219

TRADEMARK

REEL: 005748 FRAME: 0782

ATTORNEY DOCKET NUMBER:	025987.57008 MIDCAP
NAME OF SUBMITTER:	Dustin Timblin
SIGNATURE:	/Dustin Timblin/
DATE SIGNED:	03/09/2016

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 8th day of March, 2016, by and among the Persons signatory hereto as “**Grantor**” (individually and collectively, “**Grantor**”), in favor of **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

RECITALS

A. Grantor, certain of Grantor’s Affiliates, Grantee and Lenders are parties to that certain Credit and Guaranty Agreement dated of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extension of credit to be made to Grantors by Lenders.

B. Pursuant to the terms of the Credit Agreement and certain other Security Documents (as defined in the Credit Agreement) now and/or hereafter executed by Grantor in favor of Grantee, such Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, “**Trademarks**”), (iii) any agreement, written or oral, providing for the grant by or to such Grantor of any right to use any Trademark (collectively, the “**Trademark Licenses**”), (iv) the goodwill of the business symbolized by such Grantor’s Trademarks, and (v) all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Incorporation of Credit Agreement and Security Documents.** The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, such Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Documents of, a continuing security interest in such

Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Borrower Representative of the Compliance Certificate required to be delivered under Section 4.1 of the Credit Agreement in connection with the financial statements of the Credit Parties, such Grantor shall (i) provide Grantee a listing of any new Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule 1 to any other supplement delivered to Grantee in accordance with this paragraph, "**New Trademarks**") acquired during the fiscal quarter corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule 1 thereto, pursuant to which such Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications, owned by such Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE

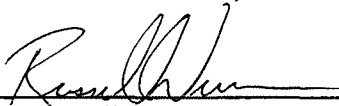
OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT
WOULD RESULT IN THE APPLICATION OF OTHER LAWS.

(Signature Pages Follow)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

**HEALTHTRONICS, INC.
ENDOCARE, INC.
MEDSTONE INTERNATIONAL, INC.
UROSOURCE MOBILE MEDICAL SOLUTIONS, INC.
UNITED THERAPIES, LLC**

By: 
Name: Russell Newman
Title: President of the foregoing Companies

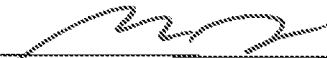
Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

**MIDCAP FINANCIAL TRUST, a
Delaware statutory trust, as Administrative
Agent and Grantee**



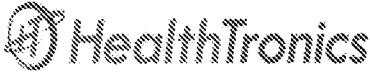

**By: Apollo Capital Management, L.P., its
investment manager**


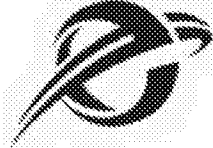
**By: Apollo Capital Management GP,
LLC, its general partner**

**By: 
Name: Maurice Amsellem
Title: Authorized Signatory**

Schedule 1

Trademarks/Trademark Applications

Owner	Trademark	Application No./Date	Registration No./Date	Status
HealthTronics, Inc.	SIMPLE STONE TREATMENT	86854135 12-18-2015		Pending
HealthTronics, Inc.	 HealthTronics	86244080 04-07-2014		Pending
HealthTronics, Inc.		86244108 04-07-2014		Pending
HealthTronics, Inc.	 HealthTronics	86244063 04-07-2014		Pending
HealthTronics, Inc.	HEALTHTRONICS	85449506 10-18-2011	4154119 0605-2012	Registered
HealthTronics, Inc.	TOTAL UROLOGY. TOTAL CARE.	85444169 10-11-2011	4232615 10-30-2012	Registered
HealthTronics, Inc.	TotalCare	77123672 03-06-2007	3664091 08-04-2009	Registered
HealthTronics, Inc.	MultiVantage	77052043 11-28-2006	3285219 08-28-2007	Registered
HealthTronics, Inc.		77044202 11-15-2006	3284903 08-28-2007	Registered
HealthTronics, Inc.	LithoDiamond	76362340 01-10-2002	2823838 03-16-2004	Registered
HealthTronics, Inc.	HEALTHTRONICS	76128728 09-14-2000	2500166 10-23-2001	Registered

Owner	Trademark	Application No./Date	Registration No./Date	Status
HealthTronics, Inc.	LITHOTRON	75123781 06-21-1996	2175455 07-21-1998	Registered
HealthTronics, Inc.	NEWTRODE	75123778	2226513	Registered
Endocare, Inc.	CRYOGUIDE	86344453 07-22-2014		Pending (published)
Endocare, Inc.	SLIMLINE	85809252 12-21-2012	4610439 09-23-2014	Registered
Endocare, Inc.		85614159 05-02-2012	4370782 07-23-2013	Registered
Endocare, Inc.		85436466 09-30-2011	4157202 06-12-2012	Registered
Endocare, Inc.	ENDOCARE	85426874 09-20-2011	4142329 05-15-2012	Registered
Endocare, Inc.	TEMPGRAPH	85426787 09-20-2011	4197192 08-28-2012	Registered
Endocare, Inc.	PROSTAGRAPH	85426757 09-20-2011	4197190 08-28-2012	Registered
Endocare, Inc.	STOP CANCER COLD	85380670 07-26-2011	4280441 01-22-2013	Registered
Endocare, Inc.	THERAPEUTIC CRYOABLATION OF THE PROSTATE TCAP	85324898 05-19-2011	4203232 09-04-2012	Registered
Endocare, Inc.	CRYOCARE CS	78767012 12-05-2005	3309240 10-09-2007	Registered

Owner	Trademark	Application No./Date	Registration No./Date	Status
Endocare, Inc.	CRYOCARE CS	78766988 12-05-2005	3309239 10-09-2007	Registered
Endocare, Inc.	V-PROBE	78636972 05-25-2005	3234865 04-24-2007	Registered
Endocare, Inc.	PRIMARY CRYO	78636492 05-24-2005	3283630 08-21-2007	Registered
Endocare, Inc.	SALVAGE CRYO	78627145 05-10-2005	3283620 08-21-2007	Registered
Endocare, Inc.	RENAL CRYO	78627117 05-10-2005	3265968 07-17-2007	Registered
Endocare, Inc.	AUTOFREEZE	78430878 06-07-2004	3242875 05-15-2007	Registered
Endocare, Inc.	PERCRYO	78274343 07-15-2003	2937001 03-29-2005	Registered
Endocare, Inc.	TEMPPROBE	78024764 09-07-2000	2580369 06-11-2002	Registered
Endocare, Inc.	STOP PROSTATE CANCER COLD	77668419 02-11-2009	3666738 08-11-2009	Registered
Endocare, Inc.	CRYOCARE SL	77249100 08-07-2007	3444235 06-10-2008	Registered
Endocare, Inc.	V-PROBE	77002756 09-19-2006	3405970 04-01-2008	Registered
Endocare, Inc.	CRYODISC	76251322 05-04-2001	2512762 11-27-2001	Registered

Owner	Trademark	Application No./Date	Registration No./Date	Status
Endocare, Inc	TARGETED CRYOABLATION OF THE PROSTATE TCAP	75697065 05-03-1999	2438029 03-27-2001	Registered
Endocare, Inc	CRYOCARE	75143400 08-01-1996	2219327 01-19-1999	Registered
Endocare, Inc	ENDOCARE	74533825 06-06-1994	1897762 06-06-1995	Registered
Medstone International, Inc.	MEDSTONE	74037694 03-12-1990	1626929 12-11-1990	Registered
Medstone International, Inc.	STS	74037693 03-12-1990	1631476 01-15-1991	Registered
Urosource Mobile Medical Solutions, Inc.	UROSOURCE	77936248 02-16-2010	3936534 03-29-2011	Registered
United Therapies, LLC	UNITED THERAPIES	77926003 02-02-2010	3869542 11-02-2010	Registered

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “Supplement”) made as of this ___ day of _____, 201__ by [_____] (individually and collectively, the “Grantor”), in favor of **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement) (together with its successors and assigns, “Grantee”):

WITNESSETH:

WHEREAS, Grantor, certain of Grantor’s Affiliates, Grantee and Lenders are parties to that certain Credit and Guaranty Agreement dated as of March 8, 2016, (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, Grantor, certain of Grantor’s affiliates and Grantee are parties to a certain Trademark Security Agreement dated as of March 8, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Trademark Agreement”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor’s now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

(i) 1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents (as defined in the Credit Agreement), specifically including the Trademark Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected

with the use of, and symbolized by, each New Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any New Trademark, or (b) injury to the goodwill associated with any New Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

[_____]

By: _____

Name: _____

Title: _____

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

MIDCAP FINANCIAL TRUST, a Delaware statutory trust, as Administrative Agent and Grantee

By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management GP, LLC, its general partner

By: _____
Name: _____
Title: _____

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services