

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385479

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Precept Medical Products, Inc.		05/24/2016	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1100 Abernathy Road		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3456840	FLUIDGARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4044205527		
<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>			
<b>Phone:</b>	4044205527		
<b>Email:</b>	rjk@phrd.com		
<b>Correspondent Name:</b>	Parker Hudson Rainer & Dobbs LLP PHRD		
<b>Address Line 1:</b>	303 Peachtree Street NE, Suite 3600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Bobbi Accord Noland		
<b>SIGNATURE:</b>	/ban/		
<b>DATE SIGNED:</b>	05/24/2016		
<b>Total Attachments: 5</b>			
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**AMENDMENT AND SUPPLEMENT TO AMENDED AND RESTATED  
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Amendment and Supplement to Amended and Restated Patent and Trademark Security Agreement, dated as of May 24, 2016 (this "Agreement"), is made by and between **PRECEPT MEDICAL PRODUCTS, INC.**, a Pennsylvania corporation ("Debtor"), having a business location at the address set forth below next to its signature, and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

The Debtor and Secured Party have entered into that certain Amended and Restated Patent and Trademark Security Agreement dated as of February 15, 2006 (as amended, restated supplemented or otherwise modified from time to time, the "Existing Agreement").

The Debtor and the Secured Party have entered into that certain Amended and Restated Credit and Security Agreement dated February 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor, whereby the Debtor shall grant the Secured Party a security interest in the Patents and Trademarks described herein.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined herein without definition shall have the meanings ascribed to such terms in the Existing Agreement.
2. Supplement to Existing Agreement. The Existing Agreement is hereby amended and supplemented by adding the Trademarks listed on Exhibit A to this Agreement to Exhibit B of the Existing Agreement.
3. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants and re-grants to the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents and Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.
4. Acknowledgment. Each assignment, grant of security interest and other rights provided to Secured Party, together with all obligations, covenants and liabilities of, the Debtor in the Existing Agreement are hereby reaffirmed. This Agreement has been executed and delivered by the Debtor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Existing Agreement and is expressly subject to the terms and conditions thereof. The Existing Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

5. 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 transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

[Remainder of page intentionally left blank;  
signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Precept Medical Products, Inc.  
370 Airport Road  
Arden, North Carolina 28704

**PRECEPT MEDICAL PRODUCTS, INC.**

By:   
**John M. Sopcisak, Chief Executive Officer**

Attest:

  
**Earle J. Bensing, Assistant Secretary**

[Signatures continue on the following page]

Wells Fargo Bank, National Association  
1100 Abernathy Road, Suite 1600  
Atlanta, Georgia 30328

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

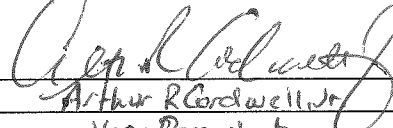
By:   
Name: Arthur R. Cordwell Jr.  
Title: Vice President

EXHIBIT A

U.S. ISSUED TRADEMARKS

<u>Mark</u>	<u>Appl./Serial No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
FLUIDGARD	77/216,494	06/27/2007	3,456,840	07/01/2008	United States