

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECA Medical Instruments		06/15/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	6111 N. River Rd.		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3876623	ECA MEDICAL INSTRUMENTS	
Registration Number:	3877048	ECA MEDICAL INSTRUMENTS	
Registration Number:	3876731	ECA MEDICAL INSTRUMENTS	
Registration Number:	4310715	WICK AWAY	
Registration Number:	4451623	ECA ORTHO	
Registration Number:	4451624	TECADVANTAGE	
Registration Number:	4674728	ECA	
Registration Number:	4691293	ECA	
Registration Number:	4691292	ECA	
Registration Number:	4707033	TORQUE-FAST	
Registration Number:	4731822	SPEEDECAP	
Serial Number:	85012184	ELEGANT SOLUTIONS	
Serial Number:	86294124	TORQUE-FAST	
Serial Number:	85531521	SPEEDECAP	
Serial Number:	86716428	SLIM-LINE	
Serial Number:	86716430	SLIM-LINE/IN-LINE	
Serial Number:	86823385	ECA	
Serial Number:	86823375	ECA	

OP \$465.00 3876623

CORRESPONDENCE DATA**Fax Number:** 3122633600

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: 3122633600**Email:** grant.mccorkhill@hklaw.com, maureen.drews@hklaw.com**Correspondent Name:** C. Grant McCorkhill**Address Line 1:** Holland & Knight, 131 S. Dearborn St., 3**Address Line 4:** Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	C. Grant McCorkhill
---------------------------	---------------------

SIGNATURE:	/C. Grant McCorkhill/
-------------------	-----------------------

DATE SIGNED:	06/23/2016
---------------------	------------

Total Attachments: 13

source=ECA Security Interest Grant IP#page1.tif

source=ECA Security Interest Grant IP#page2.tif

source=ECA Security Interest Grant IP#page3.tif

source=ECA Security Interest Grant IP#page4.tif

source=ECA Security Interest Grant IP#page5.tif

source=ECA Security Interest Grant IP#page6.tif

source=ECA Security Interest Grant IP#page7.tif

source=ECA Security Interest Grant IP#page8.tif

source=ECA Security Interest Grant IP#page9.tif

source=ECA Security Interest Grant IP#page10.tif

source=ECA Security Interest Grant IP#page11.tif

source=ECA Security Interest Grant IP#page12.tif

source=ECA Security Interest Grant IP#page13.tif

**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

June 15, 2016

WHEREAS, ECA Medical Instruments, a California corporation, ECA Acquisition Holdings, Inc., a Delaware corporation, ECA Investment, LLC, a Delaware limited liability company (each a “Grantor”, and collectively, the “Grantors”), and MB Financial Bank, N.A., a national banking association (“Lender”), are party to that Loan and Security Agreement, dated the date hereof, among the Lender and the Grantors (as amended, restated, supplemented or otherwise modified from time to time, respectively, the “Loan Agreement”);

WHEREAS, pursuant to the terms of the Loan Agreement, each Grantor created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, substantially all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below); and

WHEREAS, the Grantors have adopted, used and are using, and hold all right, title and interest in, various intangible assets, including the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby grants to the Lender a security interest in all of said Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”):

(A) the patents and patent applications set forth in Schedule A hereto (the “Patents”);

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyrights”);

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any of the foregoing.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the Intellectual Property Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Security Interest Grant Intellectual Property (the "Grant") shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of the Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Grant.

Terms defined in the Loan Agreement and used herein without other definition shall have the respective meanings assigned to them in the Loan Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, each Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer effective as of the date first written above.

GRANTORS:

ECA Medical Instruments, a California corporation

By: _____

Name: John Nino

Title: Chief Executive Officer

ECA Acquisition Holdings, Inc., a Delaware corporation

By: _____

Name: John Nino

Title: Chief Executive Officer

ECA Investment, LLC, a Delaware limited liability company

By: _____

Name: Rick S. Rees

Title: Chief Executive Officer

IN WITNESS WHEREOF, each Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer effective as of the date first written above.

GRANTORS:


ECA Medical Instruments, a California corporation

By: _____
Name: David DiPippo
Title: Vice President of Finance

ECA Acquisition Holdings, Inc., a Delaware corporation

By: _____
Name: David DiPippo
Title: Vice President of Finance

ECA Investment, LLC, a Delaware limited liability company

By:  _____
Name: Rick S. Rees
Title: Chief Executive Officer

SCHEDULE A
PATENTS

United States Granted					
Docket Number	Grant Date	Title	Application #	Application Filing Date	Patent #
044176.010100	07/27/2010	Torque-Limiting Device	12/131,731	06/02/2008	7,762,164
044176.010101	05/10/2011	Torque-Limiting Device	12/822,040	06/23/2010	7,938,046
044176.010231	09/16/2014	Flanged Ribbed Nut	13/095,767	04/27/2011	8,832,919
044176.010501	10/20/2015	Robust Nose Torque-Limiting Device	13/191,203	07/26/2011	9,162,350
044176.002011	07/22/2014	Stress Reducing Tool Mount	13/633,241	10/02/2012	8,783,997
044176.010216	09/15/2015	Cannulated Ultra High Torque Device	13/695,818	11/26/2012	9,132,536
044176.010410	08/04/2015	Disposable Torque Limiting Device with Belt Counter	13/772,180	02/20/2013	9,095,964
044176.010411	08/04/2015	Disposable Torque Limiting Device with Tooth Belt Counter	13/774,088	02/22/2013	9,095,965
44176.010303	01/26/2016	Cannulated Torque Device and Tip Engagement	13/812,328	07/21/2011	9,241,751
44176.001614	11/03/2015	Medical Tool and Waste Collection Device	13/983,535	08/21/2013	9,173,813
44176.010514	01/26/2016	Enhanced High Torque Device	13/983,554	02/14/2012	9,242,357
044176.002012	02/03/2015	Stress Reducing Tool Mounting Method	14/267,630	05/01/2014	8,943,667
044176.010264	01/26/2016	Flanged Ribbed Nut Attachment	14/460,128	08/14/2014	9,243,658
044176.010800	01/10/2012	Bulb Shape Medical Instrument Handle	29/372,974	02/12/2011	D652,137
044176.010810	01/10/2012	Divoted Medical Instrument Handle	29/372,975	02/12/2011	D652,138
044176.010820	03/06/2012	Undulated Medical Instrument Handle	29/372,976	02/12/2011	D655,413

United States Pending			
Docket Number	Application Date	Title	Application #
044176.010206	11/14/2012	Ultra High Torque Device	13/695,812
044176.001621	04/26/2013	Delivery Devices and Systems for Tools Used in Medical Procedures	13/820,057

United States Pending			
Docket Number	Application Date	Title	Application #
044176.010504	08/08/2013	Robust Nose Torque-Limiting Device	13/983,552
044176.010614	10/23/2013	Disposable Medical Drill Guide	14/000,741
044176.010922	09/26/2013	Bidirectional Ramped Disposable Torque Limiting Device	14/007,912
044176.010253	11/13/2013	End Aligned Flexible Connection Sleeves	14/079,411
044176.010755	03/10/2014	Co-Axial Hot Swappable System for Minimally Invasive Medical Procedures	14/202,855
044176.010926	02/20/2015	Base for Disposable Selectable Torque Limiting Device	14/627,877
044176.010619	04/22/2015	Disposable Medical Drill Guide	14/693,830
044176.010920	06/02/2015	CANNULATED DISPOSABLE TORQUE LIMITING DEVICE WITH PLASTIC SHAFT	14/728,945
044176.010704	07/22/2015	In-Line Disposable Torque Limiting Device Suitable for Power Drive	14/806,126
044176.010724	07/22/2015	Fortified Plastic Disposable Torque Devices	14/806,144
044176.010744	07/22/2015	Fortified Plastic Connector Mount for Disposable Devices	14/806,182
044176.010217	08/11/2015	Cannulated Ultra High Torque Device	14/823,326
044176.010714	08/27/2015	Ratcheting Torque Wrench	14/837,523
044176.010506	09/16/2015	Robust Nose Torque-Limiting Device	14/856,369
044176.001619	09/23/2015	Medical Tool and Waste Collection Device	14/862,972
044176.010265	12/15/2015	Moving Locking Connector	14/970,278
044176.010275	12/15/2015	Sliding Locking Connector	14/970,324
044176.010941	01/22/2016	Trocar Device with Detachable Handle and Associated Methods	15/004,299
044176.001617	04/22/2015	MEDICAL INSTRUMENT HANDLE WITH RIDGES	29/524,712
044176.001618	04/22/2015	BULB SHAPED MEDICAL INSTRUMENT HANDLE WITH WELLS	29/524,713
044176.001616	04/22/2015	ELONGATED MEDICAL INSTRUMENT HANDLE WITH RIDGES	29/524,715
044176.010618	04/22/2015	Medical Instrument With Waffle Handle With Bent Shaft	29/524,717
044176.010616	04/22/2015	Two Headed Waffle Handle Drill Guide	29/524,718
044176.010617	04/22/2015	Two Headed Drill Guide	29/524,719
044176.020030	05/22/2015	ELONGATED HANDLE WITH CAVITIES AND BULB	29/527,946
044176.020040	05/22/2015	TAPERED HANDLE WITH STRIKE PLATE AND CAVITIES	29/527,960
044176.020050	05/22/2015	TAPERED HANDLE WITH CAVITIES	29/527,965

United States Pending			
Docket Number	Application Date	Title	Application #
044176.001622	10/07/2015	Gearless In-Line Torque-Limited Device	62/238,354
044176.001624	10/07/2015	High-Speed Gear Rings For Torque-Limiting Device	62/238,359
044176.001623	10/07/2015	Torque-Limiting Disposable Power-Tool Chuck	62/238,419
044176.010919		Reversible Multiple Use Disposable Torque Limiting Device	15/065,722
044176.010918	05/29/2014	Reversible Multiple Use Disposable Torque Limiting Device	14/290,674

Foreign Granted						
Docket Number	Country	Grant Date	Title	Application #	Application Filing Date	Patent #
044176.001613	Canada	11/24/2015	Medical Tool and Waste Collection Device	02/10/2012	2,826,763	2,826,763
044176.001625	European Community Design	10/21/2015	Elongated Medical Instrument Handle with Ridges	10/21/2015	002831735.0 003	002831735. 0003
044176.001627	European Community Design	10/21/2015	MEDICAL INSTRUMENT HANDLE WITH RIDGES	10/21/2015	002831735.0 001	002831735. 0001
044176.001629	European Community Design	10/21/2015	Bulb Shaped Medical Instrument Handle with Wells	10/21/2015	002831735.0 002	002831735. 0002
044176.010621	European Community Design	10/21/2015	Two Headed Waffle Handle Drill Guide	10/21/2015	002831735.0 005	002831735. 0005
044176.010623	European Community Design	10/21/2015	Two Headed Drill Guide	10/21/2015	002831735.0 006	002831735. 0006
044176.010625	European Community Design	10/21/2015	Medical Instrument With Waffle Handle With Bent Shaft	10/21/2015	002831735.0 004	002831735. 0004
044176.010830	European Community Design	07/26/2011	Undulated Medical Instrument Handle	07/26/2011	001896432	001896423. 001-003

Foreign Granted						
Docket Number	Country	Grant Date	Title	Application #	Application Filing Date	Patent #
044176.020031	European Community Design	10/21/2015	Elongated Handle With Cavities and Bulb	10/21/2015	002831735.0 007	002831735. 0007
044176.020041	European Community Design	10/21/2015	Tapered Handle With Strike Plate and Cavities	10/21/2015	002831735.0 008	002831735. 0008
044176.020053	European Community Design	10/21/2015	Tapered Handle With Cavities	10/21/2015	002831735.0 009	002831735. 0009

Foreign Pending				
Docket Number	Country	Application Date	Title	Application #
044176.010203	Brazil	04/29/2011	Ultra High Torque Device	BR112012028464-9
044176.010213	Brazil	04/29/2011	Cannulated Ultra High Torque Device	BR112012028460-6
044176.001626	Canada	10/08/2015	Driver Handle	164667
044176.001628	Canada	10/07/2015	Driver Handle	164663
044176.001630	Canada	10/07/2015	Bulb Shaped Medical Instrument Handle with Wells	164662
044176.010202	Canada	04/29/2011	Ultra High Torque Device	2,800,263
044176.010212	Canada	04/29/2011	Cannulated Ultra High Torque Device	2,800,366
044176.010503	Canada	02/16/2012	Controlled Torque-Limiting Device	2,825,095
044176.010513	Canada	02/14/2012	Enhanced High Torque Device	2,825,091
044176.010613	Canada	02/27/2012	Disposable Medical Drill Guide	2,825,140
044176.010622	Canada	10/08/2015	Two Headed Drill Guide	164666
044176.010624	Canada	10/09/2015	Two Headed Drill Guide	164687
044176.010626	Canada	10/09/2015	Driver Handle	164688
044176.010702	Canada	01/07/2014	In-Line Disposable Torque Limiting Device Suitable for Power Drive	2,899,033
044176.010712	Canada	03/07/2014	Ratcheting Torque Wrench	2,903,436
044176.010722	Canada	01/09/2014	Fortified Plastic Disposable Torque Devices	2,899,036
044176.010742	Canada	01/15/2014	Fortified Plastic Connector Mount For Disposable Devices	2,899,039

Foreign Pending				
Docket Number	Country	Application Date	Title	Application #
044176.020032	Canada	10/09/2015	Elongated Handle With Cavities and Bulb	164686
044176.020042	Canada	10/09/2015	Handle for Medical Driver	164690
044176.020054	Canada	10/09/2015	Driver Handle	164689
044176.010204	China P.R.	11/06/2011	Ultra High Torque Device	2011800336445
044176.010214	China P.R.	04/29/2011	Cannulated Ultra High Torque Device - MODEL 245	2011800336252
044176.001615	European Patent Convention	02/10/2012	Medical Tool and Waste Collection Device	12745227.4
044176.010205	European Patent Convention	11/06/2011	Ultra High Torque Device	11778058.5
044176.010215	European Patent Convention	04/26/2011	Cannulated Ultra High Torque Device	11778061.9
044176.010302	European Patent Convention	01/21/2013	Cannulated Torque Device and Tip Engagement	11812966.7
044176.010505	European Patent Convention	02/16/2012	Controlled Torque-Limiting Device	12747647.1
044176.010515	European Patent Convention	02/14/2012	Enhanced High Torque Device	12747483.1
044176.010615	European Patent Convention	02/27/2012	Disposable Medical Drill Guide	12779854.4
044176.010703	European Patent Convention	01/07/2014	In-Line Disposable Torque Limiting Device Suitable for Power Drive	14743591.1
044176.010713	European Patent Convention	03/07/2014	Ratcheting Torque Wrench	14778491.2
044176.010723	European Patent Convention	01/09/2014	Fortified Plastic Disposable Torque Devices	14743425.2
044176.010743	European Patent Convention	01/15/2014	Fortified Plastic Connector Mount For Disposable Devices	14743262.9
044176.010255	PCT	09/30/2014	End Aligned Flexible Connection Sleeves	PCT/US2014/058387
044176.010421	PCT	03/27/2015	Fortified High Torque Device	PCT/US2015/023147
044176.010431	PCT	03/24/2015	Modular Clutch Assembly	PCT/US2015/022308
044176.010935	PCT	11/05/2015	Radiopaque Trial Disc, Plate and Method of Use	PCT/US2015/059290

Foreign Pending				
Docket Number	Country	Application Date	Title	Application #
044176.010940	PCT	01/13/2015	Trocar Device with Detachable Handle and Associated Methods	PCT/US2015/011259
044176.010951	PCT	12/17/2015	Disposable Bidirectional Ratchet	PCT/US2015/066489
044176.020051	PCT	09/16/2015	Non-Linear Soft-Action Adapter for Torque-Limiting Device	PCT/US2015/050512

SCHEDULE B
TRADEMARKS/SERVICE MARKS

Description	Registration #	Filing Date
US T/M - "ECA Medical Instruments"	US 3,876,623 File No. 044176.020003 (BH) File No. 37928-20002 (Luce)	4/2/10
EU T/M - "ECA Medical Instruments"	9417544 File No. 044176.020011	10/1/10
US T/M - "Logo" - ECA Medical Instruments	US 3,877,048 File No. 044176.020009 (BH) File No. 37928-20009 (Luce)	4/14/10
EU T/M - "Logo" - ECA Medical Instruments	9417429 File No. 044176.020010	10/1/10
US T/M - "Design" - ECA Medical Instruments	US 3,876,731 File No. 044176-020004 (BH) File No. 37928-20003 (Luce)	4/5/10
EU T/M - "Wick Away"	011012325 File No. 044176.020007	10/1/10
US T/M - "Wick Away"	US 4,310,715 File No. 044176.020006 File No. 044176.020008	2/9/12
US T/M - "ECA Ortho"	US 4,451,623 File No. 044176.020001 (BH) File No. 37928-20006 (Luce)	4/8/10
US T/M - "tECAAdvantage"	US 4,451,624 File No. 044176.020002 (BH) File No. 37928-20004 (Luce)	4/9/10
US T/M - "ECA"	US 4,674,728 File No. 044176.020015	5/22/14
US T/M - "ECA"	US 4,691,293 File No. 044176.020014	5/22/14
US T/M - "ECA"	US 4,691,292 File No. 044176.020013	5/22/14
US T/M - "Torque-Fast"	US 4,707,033 File No. 044176.020017	5/28/14
US T/M - "SpeedECap"	US 4,731,822 File No. 044176.020012	6/26/12

Description	File #	Application #	Date
US T/M - "Elegant Solutions"	File No. 37928-20007 (Luce)	85/012,184	4/12/10
EU T/M - "Logo" - ECA Medical Instruments	File No. 044176.020011	9417429	10/1/10
T/M - "Torque-Fast"	File No. 044176.020016	86/294,124	5/28/14
US T/M - "SpeedECap"	File No. 044176.020005	85/531,521	2/1/12
US T/M - "Slim-Line"	File No. 044176.020018	86/716,428	8/6/15
US T/M - "Slim-Line/In-Line"	File No. 044176.020019	86/716,430	8/6/15
US T/M - "Secure-Fast"	File No. 044176.0200XX	TBD	TBD
US T/M - ECA Cube Design	File No. 044176.020021	86/823,385	11/17/15
US T/M - ECA Cube Design	File No. 044176.020020	86/823,375	11/17/15

SCHEDULE C
COPYRIGHTS

NONE.