

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM392621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioSphere Medical, Inc.		07/06/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4513745	BEARING NSPVA	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<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:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon Street		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724-0503		
NAME OF SUBMITTER:	Betty G. Smith		
SIGNATURE:	/Betty G. Smith/		
DATE SIGNED:	07/26/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 6, 2016 is entered into by and between BIOSPHERE MEDICAL, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 1050 Hingham Street, Rockland, Massachusetts 02370, WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., MAC D1109-019, Charlotte, North Carolina 28262, for the benefit of the banks and other financial institutions (the "Lenders") from time to time parties to that certain Second Amended and Restated Credit Agreement, dated as of July 6, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and between the Grantor, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Amended and Restated Collateral Agreement dated as of July 6, 2016 by and among Merit Medical Systems, Inc. (the "Borrower"), certain Subsidiaries of the Borrower party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor, including, without limitation, each Trademark described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of day and year first written above.

BIOSPHERE MEDICAL, INC., as Grantor

By: 

Name: Fred P. Lampropoulos

Title: President

Merit Medical Systems, Inc.
Trademark Security Agreement
Signature Page

TRADEMARK
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Agreed and Accepted as of the
6th day of July, 2016.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Jared Myres
Name: Jared Myres
Title: Vice President

Merit Medical Systems, Inc.
Trademark Security Agreement
Signature Page

TRADEMARK
REEL: 005842 FRAME: 0940

Schedule A
to
Trademark Security Agreement

Trademarks

<u>Trademark</u>	<u>Application Number</u>	<u>File Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
BEARING NSPVA	86/015,481	19-Jul-2013	4513745	15-Apr-2014

Schedule B
to
Trademark Security Agreement
Trademark Licenses

None.