

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDI-GLOBE CORPORATION		07/26/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UNICREDIT BANK AG, LONDON BRANCH		
Street Address:	Arabellastr. 14		
City:	Munich		
State/Country:	GERMANY		
Postal Code:	D-81925		
Entity Type:	Aktiengesellschaft (Ag): GERMANY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85817995	STONEBUSTER	
Serial Number:	76229771	MEDI-GLOBE	
Serial Number:	76103134	THE SPIRIT OF CARE	
Serial Number:	75825744	SONOTIP	
Serial Number:	75519025	ROTASNARE	
Serial Number:	75519067	ROTACUT	
Serial Number:	75519068	REBITE	
CORRESPONDENCE DATA			
Fax Number:	2128225096		
<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>			
Email:	nbrowand@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	28 Liberty Street		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	18224-23800		
NAME OF SUBMITTER:	Nathaniel T. Browand		
SIGNATURE:	/Nathaniel T. Browand/		

CH \$190.00 85817995

DATE SIGNED:	07/26/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 26, 2016 by MEDI-GLOBE CORPORATION, a Delaware corporation (“**Grantor**”), in favor of UNICREDIT BANK AG, LONDON BRANCH, in its capacity as security agent for the Secured Parties pursuant to the Intercreditor Agreement (in such capacity, the “**Security Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a US Pledge and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Security Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Security Agent, for the benefit of the Secured Parties, to enter into the Senior Facilities Agreement, the Grantor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) the Trademark Collateral, including, without limitation, those Trademarks referred to on Schedule I hereto;
- (b) all renewals or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the parties hereto shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 4.12 thereof, the Security Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on

and security interest in the Trademarks under the Security Agreement and this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

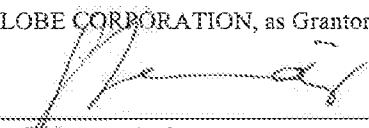
SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Section 5.07 of the Security Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

(b) Each party to this Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01 of the Security Agreement. Nothing in this Trademark Security Agreement will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

MEDI-GLOBE CORPORATION, as Grantor

By: 
Name: Dirk Steindorf
Title: Chief Executive Officer, President

{Signature Page to Trademark Security Agreement}

UNICREDIT BANK AG, LONDON BRANCH,
as Security Agent

By: _____

Name:

Title:

Dietmar Kahl
Director

Andreas Petz
Associate Director

[Signature Page 10 Trademark Security Agreement]

TRADEMARK
REEL: 005844 FRAME: 0181

**Schedule I
Trademark Registrations and Applications**

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Record Owner
1.	STONEBUSTER	85817995	1/8/2013	4387689	8/20/2013	Medi-Globe Corporation
2.	MEDI-GLOBE	76229771	3/22/2001	2515210	12/4/2001	Medi-Globe Corporation
3.	THE SPIRIT OF CARE	76103134	8/4/2000	2657002	12/3/2002	Medi-Globe Corporation
4.	SONOTIP	75825744	10/18/1999	2474385	7/31/2001	Medi-Globe Corporation
5.	ROTASNARE	75519025	7/15/1998	2423786	1/23/2001	Medi-Globe Corporation
6.	ROTACUT	75519067	7/15/1998	2441336	4/3/2001	Medi-Globe Corporation
7.	REBITE	75519068	7/15/1998	2358502	6/13/2000	Medi-Globe Corporation