

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396051

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beaver-Visitec International (US), Inc.		08/19/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	600 Washington Boulevard
Internal Address:	9th floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	4620126	READYPAK
Registration Number:	4668555	NUVISC
Registration Number:	4765194	I-RING
Registration Number:	4470939	EXTEND
Registration Number:	4406747	OSHER THERMODOT
Registration Number:	4193724	ATOMIC EDGE
Registration Number:	4023938	KEEPING YOUR VISION IN SIGHT
Registration Number:	3975998	BVI
Registration Number:	3979563	BVI
Registration Number:	3551377	OCUSEAL
Registration Number:	3253759	XSTAR
Registration Number:	3208676	WECK-CEL
Registration Number:	3100759	BLU-SPOT
Registration Number:	2951829	ARTHRO-LOK
Registration Number:	2655103	ERASER
Registration Number:	2760252	CLEANFIELD
Registration Number:	2321653	WICK N' WIPE
Registration Number:	2261699	KERASPEAR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2228185	SWITCH-A-TIP
Registration Number:	2222753	VASECTOR
Registration Number:	2256088	KERACEL
Registration Number:	1998820	STAR
Registration Number:	2049333	ULTRACELL
Registration Number:	1723526	BLU-SLIT
Registration Number:	1555640	OP-WIPE
Registration Number:	1208093	BEAVER
Registration Number:	1071363	CAUTERETTE
Registration Number:	1069334	MICRO-SHARP
Registration Number:	1069333	VAR-I-STAT
Registration Number:	1002000	MAXI-LITE
Registration Number:	1001002	OPHTHO-BURR
Registration Number:	1017204	BLU-SPOT
Registration Number:	0994015	ACCU-TEMP
Registration Number:	0968265	WET-FIELD
Registration Number:	0824981	MINI-BLADE
Registration Number:	1002688	I-STAT
Registration Number:	1985660	VARI-TEMP
Registration Number:	1914147	C-LINE
Registration Number:	1031358	ESSAR
Registration Number:	2166602	NITEYE

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	263920-2
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	08/23/2016

Total Attachments: 8
source=8-23-16 Beaver-Visitec 2-TM#page1.tif
source=8-23-16 Beaver-Visitec 2-TM#page2.tif

source=8-23-16 Beaver-Visitec 2-TM#page3.tif

source=8-23-16 Beaver-Visitec 2-TM#page4.tif

source=8-23-16 Beaver-Visitec 2-TM#page5.tif

source=8-23-16 Beaver-Visitec 2-TM#page6.tif

source=8-23-16 Beaver-Visitec 2-TM#page7.tif

source=8-23-16 Beaver-Visitec 2-TM#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of August 19, 2016, by and among **BEAVER-VISITEC INTERNATIONAL (US), INC.**, a Delaware Corporation ("Grantor") and **UBS AG, STAMFORD BRANCH**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of August 19, 2016 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Collateral 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. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto constituting Collateral;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). 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.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEAVER-VISITEC INTERNATIONAL (US), INC.

By: _____



Name: Harlan Harris


Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005861 FRAME: 0756

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: _____
Title: _____
Darlene Arias
Director

By: 
Name: _____
Title: _____
Kenneth Chin
Director
Banking Products Services, US

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Registration Number	Registration Date	Owner/Grantor
READYPAK	4620126	14-OCT-2014	BEAVER-VISITEC INTERNATIONAL (US), INC.
NUVISC	4668555	06-JAN-2015	BEAVER-VISITEC INTERNATIONAL (US), INC.
I-RING	4765194	30-JUN-2015	BEAVER-VISITEC INTERNATIONAL (US), INC.
EXTEND	4470939	21-JAN-2014	BEAVER-VISITEC INTERNATIONAL (US), INC.
OSHER THERMODOT	4406747	24-SEP-2013	BEAVER-VISITEC INTERNATIONAL (US), INC.
ATOMIC EDGE	4193724	21-AUG-2012	BEAVER-VISITEC INTERNATIONAL (US), INC.
KEEPING YOUR VISION IN SIGHT	4023938	06-SEP-2011	BEAVER-VISITEC INTERNATIONAL (US), INC.
BVI	3975998	07-JUN-2011	BEAVER-VISITEC INTERNATIONAL (US), INC.
BVI	3979563	14-JUN-2011	BEAVER-VISITEC INTERNATIONAL (US), INC.
OCUSEAL	3551377	23-DEC-2008	BEAVER-VISITEC

Trademark	Registration Number	Registration Date	Owner/Grantor
			INTERNATIONAL (US), INC.
XSTAR	3253759	19-JUN-2007	BEAVER-VISITEC INTERNATIONAL (US), INC.
WECK-CEL	3208676	13-FEB-2007	BEAVER-VISITEC INTERNATIONAL (US), INC.
BLU-SPOT	3100759	06-JUN-2006	BEAVER-VISITEC INTERNATIONAL (US), INC.
ARTHRO-LOK	2951829	17-MAY-2005	BEAVER-VISITEC INTERNATIONAL (US), INC.
ERASER	2655103	26-NOV-2002	BEAVER-VISITEC INTERNATIONAL (US), INC.
CLEANFIELD	2760252	02-SEP-2003	BEAVER-VISITEC INTERNATIONAL (US), INC.
WICK N' WIPE	2321653	22-FEB-2000	BEAVER-VISITEC INTERNATIONAL (US), INC.
KERASPEAR	2261699	13-JUL-1999	BEAVER-VISITEC INTERNATIONAL (US), INC.
SWITCH-A-TIP	2228185	02-MAR-1999	BEAVER-VISITEC INTERNATIONAL (US), INC.
VASECTOR	2222753	09-FEB-1999	BEAVER-VISITEC INTERNATIONAL (US), INC.
KERACEL	2256088	22-JUN-1999	BEAVER-VISITEC INTERNATIONAL (US), INC.
NITEYE	2166602	16-JUN-1998	BEAVER-

Trademark	Registration Number	Registration Date	Owner/Grantor
			VISITEC INTERNATIONAL (US), INC.
STAR	1998820	03-SEP-1996	BEAVER-VISITEC INTERNATIONAL (US), INC.
ULTRACELL	2049333	01-APR-1997	BEAVER-VISITEC INTERNATIONAL (US), INC.
BLU-SLIT	1723526	13-OCT-1992	BEAVER-VISITEC INTERNATIONAL (US), INC.
OP-WIPE	1555640	12-SEP-1989	BEAVER-VISITEC INTERNATIONAL (US), INC.
BEAVER	1208093	14-SEP-1982	BEAVER-VISITEC INTERNATIONAL (US), INC.
CAUTERETTE	1071363	16-AUG-1977	BEAVER-VISITEC INTERNATIONAL (US), INC.
MICRO-SHARP	1069334	12-JUL-1977	BEAVER-VISITEC INTERNATIONAL (US), INC.
VAR-I-STAT	1069333	12-JUL-1977	BEAVER-VISITEC INTERNATIONAL (US), INC.
MAXI-LITE	1002000	21-JAN-1975	BEAVER-VISITEC INTERNATIONAL (US), INC.
OPHTHO-BURR	1001002	07-JAN-1975	BEAVER-VISITEC INTERNATIONAL (US), INC.
BLU-SPOT	1017204	29-JUL-1975	BEAVER-VISITEC INTERNATIONAL (US), INC.

Trademark	Registration Number	Registration Date	Owner/Grantor
ACCU-TEMP	0994015	24-SEP-1974	BEAVER-VISITEC INTERNATIONAL (US), INC.
WET-FIELD	0968265	11-SEP-1973	BEAVER-VISITEC INTERNATIONAL (US), INC.
MINI-BLADE	0824981	28-FEB-1967	BEAVER-VISITEC INTERNATIONAL (US), INC.
I-STAT	1002688	28-Jan-1975	BEAVER-VISITEC INTERNATIONAL (US), INC.
VARI-TEMP	1985660	9-Jul-1996	BEAVER-VISITEC INTERNATIONAL (US), INC.
C-LINE	1914147	22-Aug-1995	BEAVER-VISITEC INTERNATIONAL (US), INC.
ESSAR	1031358	27-Jan-1976	BEAVER-VISITEC INTERNATIONAL (US), INC.