

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396047

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Beaver-Visitec International, Inc.		08/19/2016	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Collateral Agent		
<b>Street Address:</b>	600 Washington Boulevard		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2178558	VISIDRAPE	
<b>Registration Number:</b>	2211886	PARASOL	
<b>Registration Number:</b>	1783346	ENDO OPTIKS	
<b>Registration Number:</b>	1618630	EDGEAHEAD	
<b>Registration Number:</b>	1528070	VISCOFLOW	
<b>Registration Number:</b>	1483251	VISIFLEX	
<b>Registration Number:</b>	1434606	VISITEC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		

CH \$190.00 2178558

<b>DATE SIGNED:</b>	08/23/2016
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**Total Attachments: 5**

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## 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, INC.**, a Massachusetts 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, INC.

By:



Name: Harlan Harris


Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005862 FRAME: 0725**

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:**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner/Grantor</b>
VISIDRAPE	2178558	04-AUG-1998	BEAVER-VISITEC INTERNATIONAL, INC.
PARASOL	2211886	15-DEC-1998	BEAVER-VISITEC INTERNATIONAL, INC.
ENDO OPTIKS	1783346	20-JUL-1993	BEAVER-VISITEC INTERNATIONAL, INC.
EDGEAHEAD	1618630	23-OCT-1990	BEAVER-VISITEC INTERNATIONAL, INC.
VISCOFLOW	1528070	07-MAR-1989	BEAVER-VISITEC INTERNATIONAL, INC.
VISIFLEX	1483251	05-APR-1988	BEAVER-VISITEC INTERNATIONAL, INC.
VISITEC	1434606	31-MAR-1987	BEAVER-VISITEC INTERNATIONAL, INC.