

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEAVER-VISITEC INTERNATIONAL, INC.		08/19/2016	Corporation:
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES, LLC		
Street Address:	225 w. WASHINGTON STREET		
Internal Address:	SUITE 2100		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2178558	VISIDRAPE	
Registration Number:	2211886	PARASOL	
Registration Number:	1783346	ENDO OPTIKS	
Registration Number:	1618630	EDGEAHEAD	
Registration Number:	1528070	VISCOFLOW	
Registration Number:	1483251	VISIFLEX	
Registration Number:	1434606	VISITEC	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Edward J. Mayle/Milbank Tweed		
Address Line 1:	1850 K Street, N.W.		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	EDWARD J. MAYLE		

CH \$190.00 2178558

SIGNATURE:	/Edward J. Mayle/
DATE SIGNED:	08/24/2016
Total Attachments: 5 source=42845TMSECAGMT(7TM)#page1.tif source=42845TMSECAGMT(7TM)#page2.tif source=42845TMSECAGMT(7TM)#page3.tif source=42845TMSECAGMT(7TM)#page4.tif source=42845TMSECAGMT(7TM)#page5.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, INC.**, a Massachusetts corporation ("Grantor") and **CORTLAND CAPITAL MARKET SERVICES LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a Second Lien 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.

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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 Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005863 FRAME: 0328

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005863 FRAME: 0329

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Registration Number	Registration Date	Owner/Grantor
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.