

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Banner Service Corporation		12/06/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	MB FINANCIAL BANK, N.A., successor in interest to Cole Taylor Bank		
Street Address:	6111 North River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4385099	BANNER ASSURANCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	evoorheis@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	12/06/2016		
Total Attachments: 6			
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OP \$40.00 4385099

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") dated as of December 6, 2016, is made by BANNER SERVICE CORPORATION, an Illinois corporation ("**BSC**"), and BANNER MEDICAL INNOVATIONS, INC., an Indiana corporation ("**BMI**" and, together with BSC, the "**Grantors**"), in favor of MB FINANCIAL BANK, N.A., a national banking association and successor in interest to Cole Taylor Bank, whose address is 6111 North River Road, Rosemont, Illinois 60018 ("**Bank**").

A. Grantors, any other entity party to the Loan Agreement (as defined below) as a Borrower (as defined in the Loan Agreement) from time to time, and Bank are parties to that certain Loan and Security Agreement dated as of November 16, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Bank has agreed to extend loans and other financial accommodations to Grantors and any other Borrower party thereto from time to time, and Grantors have granted to Bank a security interest in substantially all their assets, including all right, title, and interest of Grantors in, to, and under all now owned and hereafter acquired trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Loan Agreement.

B. Pursuant to the Loan Agreement, Grantors are required to execute and deliver this Agreement to Bank.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, each Grantor does hereby grant to Bank a continuing security interest in all of such Grantor's right, title, and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application of such Grantor, including, without limitation, each trademark and trademark application of such Grantor referred to in **Schedule 1** annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license of such Grantor, including, without limitation, each trademark license of such Grantor listed on **Schedule 1** annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against any third party for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in **Schedule 1** annexed hereto, any trademark issued pursuant to a trademark application referred to in **Schedule 1** annexed hereto and any trademark licensed under any trademark license listed on **Schedule 1** annexed hereto (items (1) through (3) being herein collectively referred to as the "**Trademark Collateral**").

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Loan Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

Each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BANNER SERVICE CORPORATION,
an Illinois corporation

By: [Signature]
Name: Michael Piotrowski
Title: Secretary

BANNER MEDICAL INNOVATIONS, INC.,
an Indiana corporation

By: [Signature]
Name: Michael Piotrowski
Title: Secretary

Acknowledged and Agreed to:

MB FINANCIAL BANK, N.A.,
a national banking association, as successor in interest to Cole Taylor Bank

By: _____
Name: _____
Title: _____

Trademark Security Agreement

Each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BANNER SERVICE CORPORATION,
an Illinois corporation


By: _____
Name: _____
Title: _____

BANNER MEDICAL INNOVATIONS, INC.,
an Indiana corporation

By: _____
Name: _____
Title: _____

Acknowledged and Agreed to:

MB FINANCIAL BANK, N.A.,
a national banking association, as successor in interest to Cole Taylor Bank

By: 
Name: Scott DEWISEN
Title: SVP

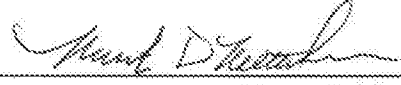
Trademark Security Agreement

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TRADEMARK
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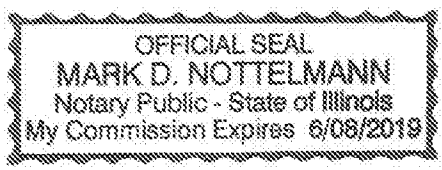
STATE OF IL)
) ss
COUNTY OF DUPAGE)

On this 1ST day of Dec. 2016, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of BANNER SERVICE CORPORATION, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

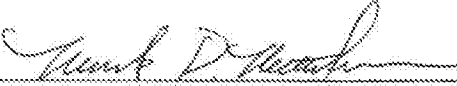


Notary Public

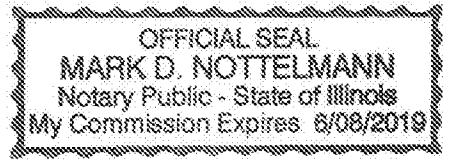
STATE OF IL)
) ss
COUNTY OF DUPAGE)



On this 1ST day of Dec. 2016, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of BANNER MEDICAL INNOVATIONS, INC., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public



Trademark Security Agreement

SCHEDULE 1

Trademarks, Trademark Applications, and Trademark Licenses

Grantor	Mark	Trademark Registration Number	Date of Registration
BANNER SERVICE CORPORATION	BANNER ASSURANCE for "precision machining of parts for others"	4,385,099	August 13, 2013

TRADEMARK

REEL: 005936 FRAME: 0094