

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409251

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------------------|----------|----------------|-----------------------------------------|
| LB YANKEE INC. | | 12/15/2016 | Corporation: DELAWARE |
| LM US PARENT, INC. | | 12/15/2016 | Corporation: DELAWARE |
| LABORIE MEDICAL TECHNOLOGIES CANADA ULC | | 12/15/2016 | Unlimited Liability Company: CANADA |
| LABORIE MEDICAL TECHNOLOGIES CORP. | | 12/15/2016 | Corporation: DELAWARE |
| MEDICAL MEASUREMENT SYSTEMS B.V. | | 12/15/2016 | Private Limited Company: NETHERLANDS |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------------------------------|
| Name: | JPMORGAN CHASE BANK, N.A., as Administrative Agent |
| Street Address: | 10 SOUTH DEARBORN, IL1-1145 |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 26

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 4520503 | EVADRI |
| Registration Number: | 3922916 | MICROGYN PLUS |
| Registration Number: | 3922910 | UROMED |
| Registration Number: | 4322214 | ACCUTAK |
| Registration Number: | 1979789 | AQUARIUS |
| Registration Number: | 3929167 | AUTOREAD |
| Registration Number: | 4455832 | BLADDERVU |
| Registration Number: | 4343561 | EN-CAM |
| Registration Number: | 4214088 | INJETAK |
| Registration Number: | 2796601 | LIFE-TECH |
| Registration Number: | 1742999 | MICROFLO |
| Registration Number: | 3826721 | MMS MEDICAL MEASUREMENT SYSTEMS |
| Registration Number: | 3046875 | SOLENETTE |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|------------|
| Registration Number: | 2684531 | T-DOC |
| Registration Number: | 1413219 | UROLAB |
| Registration Number: | 1743000 | UROPUMP |
| Registration Number: | 3285680 | UROSTYM |
| Registration Number: | 2007310 | UROVISION |
| Registration Number: | 3507128 | FLOWSTAR |
| Registration Number: | 3470425 | FLOWMASTER |
| Registration Number: | 3563061 | LUNA |
| Registration Number: | 3474762 | OHMEGA |
| Registration Number: | 3474780 | SOLAR |
| Registration Number: | 1413220 | LIFE-TECH |
| Registration Number: | 2772711 | LATITUDE |
| Serial Number: | 87015989 | PSAWATCH |

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | F167234 |
| NAME OF SUBMITTER: | RACHEL KLEIN |
| SIGNATURE: | /RACHEL KLEIN/ |
| DATE SIGNED: | 12/16/2016 |

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT dated as of December 15, 2016 (this "Agreement"), among the undersigned Loan Parties (collectively, the "Grantors" and each, a "Grantor") and JPMORGAN CHASE BANK, N.A. ("JPMorgan"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of December 15, 2016 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Invifed 8 AB, a company incorporated under the laws of Sweden ("Holdings"), LM US Parent, Inc., a Delaware corporation (the "US Borrower"), Laborie Medical Technologies Canada ULC, an unlimited liability company incorporated under the laws of British Columbia (the "Canadian Borrower"), Laborie Netherlands B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands, registered with the Dutch trade register under number 62886088 (the "Dutch Borrower" and, together with the US Borrower and the Canadian Borrower, collectively, the "Borrowers" and each a "Borrower"), the Lenders and the Issuing Banks from time to time party thereto and JPMorgan, as Administrative Agent, and (b) the Collateral Agreement dated as of December 15, 2016 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, LB Yankee Inc., a Delaware corporation, the US Borrower, the other Subsidiary Grantors from time to time party thereto and JPMorgan, as Administrative Agent. The Lenders and Issuing Banks have agreed to extend credit to the Borrowers on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement or the applicable Security Document did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest to (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including in the case of any Grantor, those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement and other Security Documents. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement or the applicable Security Document. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement or the applicable Security Document, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement or the applicable Security Document, the terms of the Collateral Agreement or such Security Document, as applicable, shall govern.

SECTION 4. Counterparts. This Agreement may be executed in 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 of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LB YANKEE INC.,

by

Name: Noah Walley
Title: President

LM US PARENT, INC.,

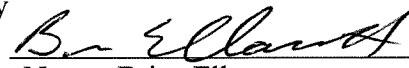
by



Name: Brian Ellacott
Title: President and Chief
Executive Officer

LABORIE MEDICAL TECHNOLOGIES
CORP.,

by



Name: Brian Ellacott
Title: President and Chief
Executive Officer

LABORIE MEDICAL TECHNOLOGIES
CANADA ULC,

by



Name: Brian Ellacott
Title: President and Chief
Executive Officer

MEDICAL MEASUREMENT SYSTEMS
B.V.,

by



Name: Brian Ellacott
Title: Director A

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LB YANKEE INC.,

by 

Name: Noah Walley
Title: President

LM US PARENT, INC.,

by

Name: Brian Ellacott
Title: President and Chief
Executive Officer

LABORIE MEDICAL TECHNOLOGIES
CORP.,

by

Name: Brian Ellacott
Title: President and Chief
Executive Officer

LABORIE MEDICAL TECHNOLOGIES
CANADA ULC,

by

Name: Brian Ellacott
Title: President and Chief
Executive Officer

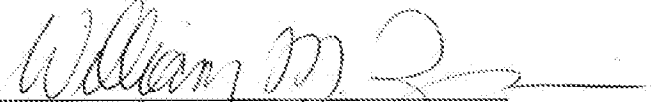
MEDICAL MEASUREMENT SYSTEMS
B.V.,

by

Name: Brian Ellacott
Title: Director A

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by 
Name: WILLIAM M. ZINN
Title: EXECUTIVE DIRECTOR

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005938 FRAME: 0578

SCHEDULE I

Trademarks:

| Mark | Jurisdiction | Serial No. | Reg. No. | Owner |
|------------------------------------------|--------------|------------|----------|-------------------------------------------|
| EVADRI | US | 85958961 | 4520503 | Laborie Medical Technologies Corp. |
| MICROGYN PLUS | US | 85079542 | 3922916 | Laborie Medical Technologies Corp. |
| UROMED | US | 85079476 | 3922910 | Laborie Medical Technologies Corp. |
| ACCUTAK | US | 85647977 | 4322214 | Laborie Medical Technologies Canada ULC |
| AQUARIUS | US | 74702104 | 1979789 | Laborie Medical Technologies Corp. |
| AUTOREAD | US | 77729780 | 3929167 | Laborie Medical Technologies Corp. |
| BLADDERVU | US | 85602581 | 4455832 | Laborie Medical Technologies Canada ULC |
| EN-CAM | US | 85548876 | 4343561 | Laborie Medical Technologies Canada ULC |
| INJETAK | US | 85609849 | 4214088 | Laborie Medical Technologies Canada ULC |
| LIFE-TECH | US | 76248651 | 2796601 | Laborie Medical Technologies Corp. |
| MICROFLO | US | 74270734 | 1742999 | Laborie Medical Technologies Corp. |
| MMS MEDICAL MEASUREMENT SYSTEMS & DESIGN | US | 74500863 | 3826721 | * Laborie Medical Technologies Canada ULC |
| PSAWATCH | US | 87015989 | | Laborie Medical Technologies Canada ULC |
| SOLENETTE | US | 78364396 | 3046875 | Laborie Medical Technologies Canada ULC |
| T-DOC | US | 76249404 | 2684531 | Laborie Medical Technologies Corp. |
| UROLAB | US | 73581547 | 1413219 | Laborie Medical Technologies Corp. |
| UROPUMP | US | 74270736 | 1743000 | Laborie Medical Technologies Corp. |
| UROSTYM | US | 78734119 | 3285680 | Laborie Medical Technologies Canada ULC |
| UROVISION | US | 74270737 | 2007310 | Laborie Medical Technologies Corp. |

| Mark | Jurisdiction | Serial No. | Reg. No. | Owner |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|----------------------------------------------|
| e-SENSE | EU Trademark (JP, LV, LU, LT, GB, HR, RO, HU, BG, FR, BE, DE, FI, DK, IE, CZ, AT, CY, US, SE, SI, SK, IT, MT, PT, PL, EM, GR, ES, NL, EE, CN) | 1185154 | 1185154 | * Laborie Medical Technologies Canada ULC |
| ZANDORPH | US | 79175258 | 5005553 | Laborie Medical Technologies Canada ULC |
| FLOWTAKER | WIPO (CN, JP, US) | 1233833 | 1233833 | * Laborie Medical Technologies Canada ULC |
| FLOWTAKER | US | 79159577 | 4787982 | * Laborie Medical Technologies Canada ULC |
| NEXAM | WIPO (JP, LV, LU, LT, GB, HR, RO, HU, BG, FR, BE, DE, FI, DK, IE, CZ, AT, CY, US, SE, SI, SK, IT, MT, PT, PL, EM, GR, ES, NL, EE, CN) | 1212865 | 1212865 | * Laborie Medical Technologies Canada ULC |
| FLOWSTAR | US | 77186700 | 3507128 | Medical Measurement Systems B.V. |
| FLOWMASTER | US | 77186690 | 3470425 | Medical Measurement Systems B.V. |
| FLOWTAKER | US | 79159577 | 4787982 | * Laborie Medical Technologies Canada ULC |
| LUNA | US | 77186705 | 3563061 | Medical Measurement Systems B.V. |
| OHMEGA | US | 77186707 | 3474762 | Medical Measurement Systems B.V. |
| SOLAR | US | 77190282 | 3474780 | Medical Measurement Systems B.V. |
| E-SENSE | USPTO | 79139849 | 4611853 | Laborie Medical Technologies Canada ULC |
| NEXAM | USPTO | 79150658 | 4938852 | Laborie Medical Technologies Canada ULC |
| LIFE-TECH | US | 73581548 | 1413220 | Laborie Medical Technologies Corp. |
| LATITUDE | US | 78146702 | 2772711 | Laborie Medical Technologies Corp. |
| T-Doc | Canada | 1797043 | | Laborie Medical Technologies Corp. |
| MMS & DESIGN | Canada | 746090 | TMA460676 | Laborie Medical Technologies Canada ULC* |
| UDS | Canada | 597129 | TMA351922 | Laborie Medical Technologies Canada ULC |

*This trademark is incorrectly registered in the name of Laborie Medical Technologies Canada ULC with the Canadian Intellectual Property Office. Steps have been taken to correct the owner's name.

[[3627377]]

RECORDED: 12/16/2016

**TRADEMARK
REEL: 005938 FRAME: 0581**