

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408942

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Banner Service Corporation		12/06/2016	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Centerfield Capital Partners III, L.P.		
<b>Street Address:</b>	10 West Market		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46204		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4385099	BANNER ASSURANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	317-236-2378		
<b>Email:</b>	mario.alvarez@icemiller.com		
<b>Correspondent Name:</b>	Mario Alvarez		
<b>Address Line 1:</b>	One American Square Suite 2900		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46282		
<b>NAME OF SUBMITTER:</b>	Mario Alvarez		
<b>SIGNATURE:</b>	/Mario Alvarez/		
<b>DATE SIGNED:</b>	12/14/2016		
<b>Total Attachments: 6</b>			
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source=INDY-#10991922-v5-Centerfield_Banner_-_Trademark_Security_Agreement.DOC#page2.tif			
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## 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 CENTERFIELD CAPITAL PARTNERS III, L.P., a Delaware limited partnership, as Agent on behalf of the Investors (“*Agent*”).

A. Grantors, any other entity party to the Subordinated Notes Purchase and Security Agreement (as defined below) as a Borrower (as defined in the Note Purchase Agreement) from time to time, and Agent (along with other signatories thereto) are parties to that certain Note Purchase and Security Agreement dated as of November 16, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Note Purchase Agreement*”), pursuant to which the Investors (as defined in the Note Purchase Agreement) have 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 the Investors 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 Note Purchase Agreement.

B. Pursuant to the Note Purchase Agreement, Grantors are required to execute and deliver this Agreement to the Agent and the Investors.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Note Purchase Agreement, each Grantor does hereby grant to the Investors 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 the Investors pursuant to the Note Purchase Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and/or the Investors with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase 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 Note Purchase Agreement.

Notwithstanding any provision of this Agreement to the contrary, the liens and security interests granted to the Investors pursuant to this Agreement and the rights and remedies of the Agent and the Investors under this Agreement are subject and subordinate to the liens and security interests granted to MB Financial Bank, N.A. (as successor in interest to Cole Taylor Bank), or its successors or assigns, pursuant to or in connection with the Senior Loan Agreement (as defined in the Subordination Agreement referred to below) and the rights and remedies of MB Financial Bank, N.A. (as successor in interest to Cole Taylor Bank), or its successors or assigns, in connection therewith, pursuant to the terms of a Subordination Agreement, dated as of November 16, 2012, by and between MB Financial Bank, N.A. (as successor in interest to Cole Taylor Bank) and Agent, for itself and as agent for the other Subordinated Lenders as described therein, and acknowledged by, without limitation, Grantors, as such Subordination Agreement is amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms (the “*Subordination Agreement*”). In the event of any conflict between the terms of this Agreement and such Subordination Agreement, such Subordination Agreement shall govern and control.

**[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 Pastorek  
Title: Secretary/Treasurer

BANNER MEDICAL INNOVATIONS, INC.,  
an Indiana corporation

By: [Signature]  
Name: Michael Pastorek  
Title: Secretary/Treasurer

Acknowledged and Agreed to:

**CENTERFIELD CAPITAL PARTNERS III, L.P.**

By: Centerfield Capital Partners III, LLC,  
as General Partner

By: Centerfield Management III, Inc., its manager

By: \_\_\_\_\_  
Matthew C. Hook, Vice-President

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005948 FRAME: 0294**

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:

**CENTERFIELD CAPITAL PARTNERS III, L.P.**

By: Centerfield Capital Partners III, LLC,  
as General Partner

By: Centerfield Management III, Inc., its manager


By: Matthew C. Hook  
Matthew C. Hook, Vice-President

Trademark Security Agreement

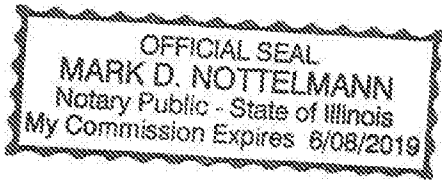
**TRADEMARK**  
**REEL: 005948 FRAME: 0295**

STATE OF IL )  
 )  
COUNTY OF DUPAGE ) ss  
 )

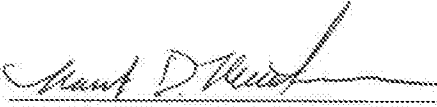
On this 1st day of Dec. 2016, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of BANNER SERVICE CORPORATION, and which executed the above instrument; and that he signed his name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

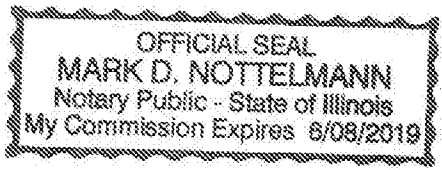
  
Notary Public

STATE OF IL )  
 )  
COUNTY OF DUPAGE ) ss  
 )



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*

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