

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bluegrass Vascular Technologies, Inc.		12/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Merit Medical Systems, Inc.		
Street Address:	1600 West Merit Parkway		
City:	South Jordan		
State/Country:	UTAH		
Postal Code:	84095		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5060315	INSIDE-OUT	
Registration Number:	4649588	SURFACER	
CORRESPONDENCE DATA			
Fax Number:	8015327750		
<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:	8012577989		
Email:	cpehrson@parrbrown.com		
Correspondent Name:	Chad S. Pehrson		
Address Line 1:	101 South 200 East Ste 700		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Chad S. Pehrson		
SIGNATURE:	/Chad S Pehrson/		
DATE SIGNED:	01/16/2017		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 19, 2016 is entered into by and between BLUEGRASS VASCULAR TECHNOLOGIES, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 18618 Tuscany Stone, Suite 100, San Antonio, Texas 78258, and MERIT MEDICAL SYSTEMS, INC., a Utah corporation with offices at 1600 West Merit Parkway, South Jordan, Utah 84095 (the "Lender").

This Agreement is executed pursuant to the terms of that certain Security Agreement dated December 19, 2016, by and among the Grantor and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all trademarks, trademark applications and registrations and trade names, together with the goodwill appurtenant thereto, owned, held (whether pursuant to a license or otherwise), used or to be used, in whole or in part, in conducting the Grantor's business, (the "**Trademarks**"), described on Schedule A;

(ii) all reissues, divisions, continuations, renewals, extensions and continuations in part of any Trademark; all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Trademark, including, without limitation, damages and payments for past or future infringements thereof; all rights (but no obligation) to sue for past, present and future infringements of any Trademark or bring interference proceedings with respect thereto; and all rights corresponding to any Trademark throughout the world;

(iii) all rights and interests of Grantor pertaining to common law and statutory trademark, service marks, trade names, slogans, labels, trade secrets, patents, copyrights, corporate names, company names, business names, fictitious business names, trademark or service mark registrations, designs, logos, trade styles, applications for trademark registration and any other indicia of origin; and

(iv) all operating methods, formulas, processes, know-how and the like of the Grantor; and

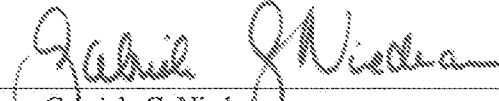
(v) all products and proceeds of the foregoing.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]


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

BLUEGRASS VASCULAR TECHNOLOGIES,
INC., a Delaware corporation, as Grantor

By: 
Name: Gabriele G. Niederauer
Title: CEO & President

Agreed and Accepted as of the
19th day of December, 2016.

MERIT MEDICAL SYSTEMS, INC., a Utah corporation

By: 
Name: Fred P. Lampropoulos
Title: Chairman & CEO

Schedule A
to
Trademark Security Agreement

Registered Trademarks

Trademark	Owner	Status	Registration No.	Registration Date
INSIDE-OUT European Union	Bluegrass Vascular Tech.	Registered	14436174	8/3/2015
INSIDE-OUT United States	Bluegrass Vascular Tech.	Registered	5060315	8/3/2015
SURFACER WIPO	Bluegrass Vascular Tech.	Registered	1125236	6/15/2012
SURFACER European Union	Bluegrass Vascular Tech.	Registered	1125236	6/15/2012
SURFACER United States	Bluegrass Vascular Tech.	Registered	4649588	6/11/2012

Trademark Applications

Trademark	Owner	Status	Application No.	Filing Date
INSIDE-OUT Canada	Bluegrass Vascular Tech.	Allowed	1,740,385	7/29/2015
SURFACER Canada	Bluegrass Vascular Tech.	Advertised	1,740,384	7/29/2015