

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM419483

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Surgical Specialties Corporation (US), Inc.		03/10/2017	Corporation: WASHINGTON
Surgical Specialties Corporation		03/10/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as agent
Street Address:	One Bryant Park
Internal Address:	32nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3675233	B. G. SULZLE
Registration Number:	4486051	CLEAR CONTROL 3D
Registration Number:	2964393	CLEARPORT
Registration Number:	2709946	CLEARTRAP
Registration Number:	2967366	DERMA GLIDE
Registration Number:	1776381	EYE GARTER
Registration Number:	3051529	INFINITE EDGE
Registration Number:	3173740	INFINITE EDGE
Registration Number:	3369136	IQ GEOMETRY
Registration Number:	1462665	LOOK
Registration Number:	1509149	LUKENS
Registration Number:	1142387	M.E.T.
Registration Number:	3136533	MONODERM
Registration Number:	3059074	MSP
Registration Number:	3536744	PILOT TIP
Registration Number:	2872200	POLYSYN

OP \$940.00 3675233

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2856378	POLYSYN FA
Registration Number:	0863200	POLYVIOLENE
Registration Number:	2967463	QUILL
Registration Number:	3820056	QUILL
Registration Number:	3500283	SHARPGUARD
Registration Number:	4539343	SHARPNESS IS ONE THING, CONTROL IS EVERY
Registration Number:	1127212	SHARPOINT
Registration Number:	1137798	SHARPOINT
Registration Number:	1425636	SHARPOINT
Registration Number:	5087549	SHARPOINT SOLO
Registration Number:	1788836	SHARPTOME
Registration Number:	3048213	STYLUS
Registration Number:	3048212	STYLUS
Registration Number:	3372709	THE SURGEON'S EDGE
Registration Number:	2293488	ULTRA GLIDE
Registration Number:	2738444	ULTRAPLUG
Registration Number:	4544384	BIOSENTRY
Serial Number:	86010495	SSC
Serial Number:	86953276	SURG CAL SPEC ALTIES CORPORATION
Serial Number:	86953268	SURGICAL SPECIALTIES CORPORATION
Serial Number:	86953281	SURGICAL SPECIALTIES

CORRESPONDENCE DATA

Fax Number: 8883259116

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.

Email: jessica.davis@lockelord.com

Correspondent Name: Jessica Davis

Address Line 1: 2800 Financial Plaza

Address Line 2: Locke Lord LLP

Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	1428636.00054
NAME OF SUBMITTER:	Jessica Davis
SIGNATURE:	/JDavis/
DATE SIGNED:	03/13/2017

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of dated as of March 10, 2017 (this “**Trademark Security Agreement**”), is executed by **SURGICAL SPECIALTIES CORPORATION (US), INC.**, a Washington corporation, and **SURGICAL SPECIALTIES CORPORATION**, a Delaware corporation (each individually a “**Grantor**,” and collectively the “**Grantors**”), in favor of **BANK OF AMERICA, N.A.**, in its capacity as agent (the “**Agent**”), pursuant to the Loan and Security Agreement (defined below).

WITNESSETH:

WHEREAS, the Grantors are party to a Loan and Security Agreement dated as of March 10, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”) in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises above and to induce the Agent, for the benefit of the Secured Parties, to enter into the Loan and Security Agreement, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan and Security Agreement and used herein have the meaning given to them in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the 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 (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

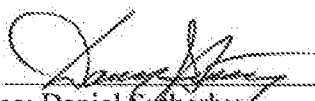
SECTION 4. Termination. Upon the termination of the Loan and Security Agreement in accordance with Section 12.2.1 thereof, the Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Signature pages follow]

GRANTORS:

SURGICAL SPECIALTIES CORPORATION

By: 
Name: Daniel Sutherby
Title: Chief Financial Officer, Treasurer and
Secretary

**SURGICAL SPECIALTIES CORPORATION
(US), INC.**

By: 
Name: Daniel Sutherby
Title: Chief Financial Officer, Treasurer and
Secretary

(Signature Page to Trademark Security Agreement)

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Aangi Kothari
Name: Aangi A. Kothari
Title: Officer

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 006009 FRAME: 0137

1. Schedule I
Trademark Registrations and Use Applications

Registrations:

Owner	Mark	Reg. Date	Reg. Number
Surgical Specialties Corporation	B.G. SULZLE	9/1/09	3675233
Surgical Specialties Corporation	CLEAR CONTROL 3D	2/18/14	4486051
Surgical Specialties Corporation	CLEARPORT	6/28/05	2964393
Surgical Specialties Corporation	CLEARTRAP	4/22/03	2709946
Surgical Specialties Corporation	DERMA GLIDE	7/12/05	2967366
Surgical Specialties Corporation	EYE GARTER	6/15/93	1776381
Surgical Specialties Corporation	INFINITE EDGE	1/24/06	3051529
Surgical Specialties Corporation	INFINITE EDGE and Design	11/21/06	3173740
Surgical Specialties Corporation	IQ GEOMETRY	1/15/08	3369136
Surgical Specialties Corporation	LOOK	10/27/87	1462665
Surgical Specialties Corporation	LUKENS and Design	10/18/88	1509149
Surgical Specialties Corporation	M.E.T.	10/9/80	1142387
Surgical Specialties Corporation	MONODERM	8/29/06	3136533
Surgical Specialties Corporation	MSP	2/14/06	3059074
Surgical Specialties Corporation	PILOT TIP	11/25/08	3536744
Surgical Specialties Corporation	POLYSYN	8/10/04	2872200
Surgical Specialties Corporation	POLYSYN FA	6/22/04	2856378
Surgical Specialties Corporation	POLYVIOLENE	1/7/69	863200
Surgical Specialties Corporation	QUILL (Licensed to Johnson & Johnson (Ethicon))	7/12/05	2967463
Surgical Specialties Corporation	QUILL (Licensed to Johnson & Johnson (Ethicon))	7/20/10	3820056

Surgical Specialties Corporation	SHARPGUARD	9/9/08	3500283
Surgical Specialties Corporation	SHARPNESS IS ONE THING, CONTROL IS EVERYTHING	5/27/14	4539343
Surgical Specialties Corporation	SHARPOINT	12/4/79	1127212
Surgical Specialties Corporation	SHARPOINT	7/15/80	1137798
Surgical Specialties Corporation	SHARPOINT	1/20/87	1425636
Surgical Specialties Corporation	SHARPOINT SOLO	11/22/16	5087549
Surgical Specialties Corporation	SHARPTOME	8/17/93	1788836
Surgical Specialties Corporation	STYLUS	1/24/06	3048213
Surgical Specialties Corporation	STYLUS and Design	1/24/06	3048212
Surgical Specialties Corporation	THE SURGEON'S EDGE	1/22/08	3372709
Surgical Specialties Corporation	ULTRA GLIDE	11/16/99	2293488
Surgical Specialties Corporation	ULTRAPLUG	7/15/03	2738444
Surgical Specialties Corporation (US), Inc.	BIOSENTRY	6/3/14	4544384

Applications:

Owner	Mark/Name	Application No.	Application Date
Surgical Specialties Corporation (US), Inc.	SSC	86/010495	7/15/13
Surgical Specialties Corporation (US), Inc.	SURGICAL SPECIALTIES CORPORATION (Stylized/Design)	86/953276	3/25/16
Surgical Specialties Corporation (US), Inc.	SURGICAL SPECIALTIES CORPORATION Standard Word Mark	86/953268	3/25/16
Surgical Specialties Corporation (US), Inc.	SURGICAL SPECIALTIES Standard Character Mark	86/953281	3/25/16