

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Angiotech Pharmaceuticals, Inc.		03/10/2017	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	Virtus Group, LP		
Street Address:	1301 FANNIN, 17TH FLOOR		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3757990	ANGIOTECH	
Registration Number:	2219455	ANGIOTECH	
Registration Number:	3909362	ANGIOTECH	
Registration Number:	3763578	ANGIOTECH	
Registration Number:	3763579		
Registration Number:	2160032	CELLPAKER	
Registration Number:	788575	MSP	
CORRESPONDENCE DATA			
Fax Number:	4045725134		
<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:	404.572.4600		
Email:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18876.015099		
NAME OF SUBMITTER:	Sally Sexton		
SIGNATURE:	/sallysexton/		

OP \$190.00 3757990

DATE SIGNED:	03/10/2017
Total Attachments: 4 source=TM_angio#page1.tif source=TM_angio#page2.tif source=TM_angio#page3.tif source=TM_angio#page4.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of March 10, 2017 (this “**Trademark Security Agreement**”), by ANGIOTECH PHARMACEUTICALS, INC. and SURGICAL SPECIALTIES PUERTO RICO, INC. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of VIRTUS GROUP, LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

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

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative 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 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative 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]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANGIOTECH PHARMACEUTICALS, INC.

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

**SURGICAL SPECIALTIES PUERTO RICO,
INC.**

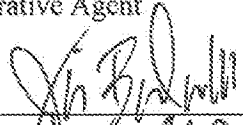
By: 
Name: Daniel Sutherby
Title: Chief Financial Officer, Treasurer and
Secretary

VIRTUS GROUP, LP,
as Administrative Agent

By: _____

Name:

Title:


Joseph Blumenthal
Chief Executive Officer

Schedule I
Trademark Registrations and Use Applications

Registrations:

Owner	Mark/Name	Reg. Date	Reg. No.
Angiotech Pharmaceuticals, Inc.	ANGIOTECH	3/9/10	3757990
Angiotech Pharmaceuticals, Inc.	ANGIOTECH	1/19/99	2219455
Angiotech Pharmaceuticals, Inc.	ANGIOTECH	1/18/11	3909362
Angiotech Pharmaceuticals, Inc.	ANGIOTECH and Design (Color)	3/23/10	3763578
Angiotech Pharmaceuticals, Inc.	THREE CRESCENT GRAPHIC (B&W)	3/23/10	3763579
Angiotech Pharmaceuticals, Inc.	CELLPAKER	05/26/1998	2160032
Surgical Specialties Puerto Rico, Inc.	MSP and Design	4/20/65	788575