

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Banner Service Corporation		05/17/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	High Street Capital IV SBIC, L.P.		
Street Address:	150 North Wacker Drive		
Internal Address:	Suite 2420		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4385099	BANNER ASSURANCE	
CORRESPONDENCE DATA			
Fax Number:	3032912400		
<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:	(303) 291-2300		
Email:	equackenbush@perkinscoie.com, pctrademarks@perkinscoie.com		
Correspondent Name:	Craig A. Beaker / Perkins Coie LLP		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Craig A. Beaker		
SIGNATURE:	/Craig A. Beaker/		
DATE SIGNED:	05/18/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of May 17, 2017, 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 HIGH STREET CAPITAL IV SBIC, L.P., a Delaware limited partnership, as Agent on behalf of the Investors (as defined in the Note Purchase Agreement) ("*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 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 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 document may be filed along with any other necessary documentation with the United States Patent and Trademark Office or any other domestic or foreign governmental office to evidence the security interest granted herein.

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 lien and security interest granted to the holder of this agreement or instrument and the rights and remedies of the holder of this agreement or instrument (including without limitation the right to receive payment) are subject and subordinate to the lien and security interest granted to, and the rights and remedies of, MB Financial Bank, N.A., or its successors or assigns, pursuant to or in connection with the Senior Loan Agreement (as defined in the Subordination Agreement, as defined below) and the payment of all obligations of Banner Service Corporation, Banner Medical Innovations, Inc., and any other borrower party to the Senior Loan Agreement from time to time to MB Financial Bank, N.A., or its successors or assigns, pursuant to the terms of that certain 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 High Street Capital IV SBIC, L.P., a Delaware limited partnership (as successor in interest to Centerfield Capital Partners III, L.P.), for itself and as agent for the other Subordinated Lenders as described therein, as amended and restated by that certain Amended and Restated Subordination Agreement dated as of May 17, 2017 by and between MB Financial Bank, N.A. (as successor in interest to Cole Taylor Bank) and High Street Capital IV SBIC, L.P., a Delaware limited partnership (as successor in interest to Centerfield Capital Partners III, L.P.), for itself and as agent for the other Subordinated Lenders as described therein, as such Amended and Restated 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 or instrument 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 authorized officer as of the date set forth above.

BANNER SERVICE CORPORATION,
An Illinois corporation

By: 
Name: Michael Piotrowski
Title: Treasurer

BANNER MEDICAL INNOVATIONS, INC.,
An Indiana corporation

By: 
Name: Michael Piotrowski
Title: Treasurer

Acknowledged and Agreed to:

HIGH STREET CAPITAL IV SBIC, L.P.,
a Delaware limited partnership

By: High Street Capital IV SBIC Partners, LLC,
its General Partner

By: High Street Capital Management, Inc.,
its Manager

By: _____
Name: Joseph R. Katcha
Title: President

Each Grantor has caused this Trademark Security Agreement to be duly executed by its authorized officer as of the date set forth above.

BANNER SERVICE CORPORATION,
An Illinois corporation

By: _____
Name: _____
Title: _____

BANNER MEDICAL INNOVATIONS, INC.,
An Indiana corporation

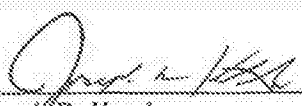
By: _____
Name: _____
Title: _____

Acknowledged and Agreed to:

HIGH STREET CAPITAL IV SBIC, L.P.,
a Delaware limited partnership

By: High Street Capital IV SBIC Partners, LLC,
its General Partner

By: High Street Capital Management, Inc.,
its Manager

By: 
Name: Joseph R. Katcha
Title: President

SCHEDULE 1

Mark	Reg. No.	Reg. Date	Registrant
BANNER ASSURANCE	4,385,099	08/13/2013	Banner Service Corporation