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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM431320

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merit Medical Systems, Inc.		06/07/2017	Corporation: UTAH

### **RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		

### **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark	
Registration Number:	1232607	CRITICATH	
Registration Number:	1427350	CRITIKIT	
Registration Number:	4556099	DTXPLUS	
Registration Number:	2027373	EASY VENT	
Registration Number:	2044712	EXACTA	
Registration Number:	1380253	FLOSWITCH	
Registration Number:	1530718	R.O.S.E.	
Registration Number:	2920800	SAFEDRAW	
Registration Number:	4614548	IV POLE STRIPS	
Registration Number:	4016320	CATHETER CONNECTIONS	
Registration Number:	4023166	DUALCAP	
Serial Number:	87272027	ASK4UFE	
Serial Number:	87420812	BLUEFIRE	
Serial Number:	87420855	TRUE FORM	

### **CORRESPONDENCE DATA**

**Fax Number:** 7043738822

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.

TRADEMARK
REEL: 006084 FRAME: 0498

900409704

**Phone:** (704) 373-4640

**Email:** bsmith@mcguirewoods.com **Correspondent Name:** Betty G. Smith, Senior Paralegal

Address Line 1: McGuireWoods LLP, 201 N. Tryon Street

Address Line 2: Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724-0503
NAME OF SUBMITTER:	Betty G. Smith
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	06/15/2017

## **Total Attachments: 4**

source=Trademark Security Agreement (Merit Medical Systems, Inc.) (June 2017)#page1.tif source=Trademark Security Agreement (Merit Medical Systems, Inc.) (June 2017)#page2.tif source=Trademark Security Agreement (Merit Medical Systems, Inc.) (June 2017)#page3.tif source=Trademark Security Agreement (Merit Medical Systems, Inc.) (June 2017)#page4.tif

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### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") dated as of June 7, 2017 is entered into by and between MERIT MEDICAL SYSTEMS, INC., a Utah corporation (the "<u>Grantor</u>"), having its chief executive office at 1600 West Merit Parkway, Salt Lake City, Utah 84095, WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "<u>Administrative Agent</u>"), with offices at 1525 West W.T. Harris Blvd., MAC D1109-019, Charlotte, North Carolina 28262, for the benefit of the banks and other financial institutions (the "<u>Lenders</u>") from time to time parties to that certain Second Amended and Restated Credit Agreement, dated as of July 6, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>") by and between the Grantor, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Amended and Restated Collateral Agreement dated as of July 6, 2016 by and among the Grantor, certain Subsidiaries of the Grantor party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, 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) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor, including, without limitation, each Trademark described on Schedule A;
  - (ii) each Trademark License;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on <u>Schedule A</u> or under any Trademark License, (b) injury to the goodwill associated with any Trademark or Trademark License or (c) breach or enforcement of any Trademark License; and
  - (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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

MERIT MEDICAL SYSTEMS, INC., as Grantor

Ву:\_\_\_\_

Name: Brian Lloyd

Title: Chief Legal Officer & Secretary

Merit Medical Systems, Inc. Trademark Security Agreement Signature Page WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

Name: Jared Myres

Title: Vice President

Merit Medical Systems, Inc. Trademark Security Agreement Signature Page

# Schedule A to Trademark Security Agreement

# **Trademarks**

Trademark	Application Number	File Date	Registration Number	Registration Date
ASK4UFE	87/272027	16-Dec-2016		
CRITICATH	73/335548	4-Nov-1981	1232607	29-Mar-1983
CRITIKIT	73/559830	23-Sep-1985	1427350	3-Feb-1987
DTXPlus	86/194572	14-Feb-2014	4556099	24-Jun-2014
EASY VENT	74/424570	16-Aug-1993	2027373	31-Dec-1996
EXACTA	74/666170	24-Apr-1995	2044712	11-Mar-1997
FLOSWITCH	73/502070	2-Oct-1984	1380253	28-Jan-1986
R.O.S.E.	73/699042	4-Dec-1987	1530718	21-Mar-1989
SAFEDRAW	78/349783	9-Jan-2004	2920800	25-Jan-2005
IV POLE STRIPS	85/876278	14-Mar-2013	4614548	30-Sep-2014
CATHETER CONNECTIONS	77/705439	2-Apr-2009	4016320	23-Aug-2011
DUALCAP	77/705452	2-Apr-2009	4023166	23-Jan-2011
BlueFIRE	87/420,812	21-Apr-2017		
TRUE FORM	87/420,855	21-Apr-2017		

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**RECORDED: 06/15/2017** 

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