ETAS ID: TM444612

## Electronic Version v1.1

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merit Medical Systems, Inc.		09/15/2017	Corporation: UTAH

TRADEMARK ASSIGNMENT COVER SHEET

#### **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: 9**

Property Type	Number	Word Mark
Registration Number:	3772290	OSSEOFLEX
Registration Number:	3879891	OSSEOFLEX
Registration Number:	4053694	OSSEOFLEX DR
Registration Number:	3796184	OSSEON
Registration Number:	3879888	OSSEON
Registration Number:	3768156	OSSEOPERM
Registration Number:	4053335	OSSEOPLASTY
Serial Number:	87511417	TRANSMAXX
Serial Number:	87310151	TALISMAN

#### 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.

Phone: (704) 373-4640

Email: bsmith@mcguirewoods.com Betty G. Smith, Senior Paralegal **Correspondent Name:** Address Line 1: McGuireWoods LLP, 201 N. Tryon St.

Address Line 2: Suite 3000

Charlotte, NORTH CAROLINA 28202 Address Line 4:

TRADEMARK

REEL: 006162 FRAME: 0390

ATTORNEY DOCKET NUMBER:	2029724-0503
NAME OF SUBMITTER:	Betty G. Smith
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	09/26/2017

#### **Total Attachments: 4**

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

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") dated as of September 15, 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]

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

MERIT MEDICAL SYSTEMS, INC., as Grantor

Name: Bernard Birkett

Title: Chief Financial Officer and Treasurer

Merit Medical Systems, Inc. Trademark Security Agreement Signature Page

Agreed and Accepted as of the day and year first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: Name: Jared Myres

Title: Vice President

Merit Medical Systems, Inc. Trademark Security Agreement Signature Page

# Schedule A to Trademark Security Agreement

### <u>Trademarks</u>

<u>Trademark</u>	Application Number	File Date	Registration Number	Registration Date
OSSEOFLEX	77/425,374	3/18/08	3772290	4/6/2010
OSSEOFLEX	85/013,581	4/14/10	3879891	11/23/10
OSSEOFLEX DR	85/013,561	4/14/10	4053694	11/8/11
OGGEON	77/201 101	1/05/00	270/104	611.110
OSSEON	77/381,181	1/25/08	3796184	6/1/10
OSSEON	85/013,539	4/14/10	3879888	11/23/10
OSSEOPERM	77/425,421	3/18/08	3768156	3/30/10
OSSEOPLASTY	77/381,194	1/25/08	4053335	11/8/11
TransMAXX	87/511,417	6/29/17		
TALISMAN	87/310,151	6/27/17		

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**RECORDED: 09/26/2017**