

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453367

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CryoLife, Inc.		12/01/2017	Corporation: FLORIDA
On-X Life Technologies, Inc.	FORMERLY MCRI, Inc.	12/01/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Banking Corporation: GERMANY

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5152317	NEOPATCH
Registration Number:	4213691	CRYOLIFE
Registration Number:	3945441	THE IDEAL PATCH
Registration Number:	3945442	THE IDEAL VALVE
Registration Number:	3696947	LIFE RESTORING TECHNOLOGIES
Registration Number:	3772286	THE NATURAL CHOICE
Registration Number:	3637452	PERCLOT
Registration Number:	2992247	CRYOKIDS
Registration Number:	3149576	BIOFOAM
Registration Number:	2697962	CRYOGRAFT
Registration Number:	2641115	CRYOPATCH
Registration Number:	2496669	THE MAESTRO
Registration Number:	2242109	CRYOARTERY
Registration Number:	2114813	SOLOGRIP
Registration Number:	2099712	CARDIOGENESIS
Registration Number:	1960838	BIOGLUE
Registration Number:	1886714	CRYOKIDS
Registration Number:	1935707	SYNERGRAFT

CH \$665.00 5152317

Property Type	Number	Word Mark
Registration Number:	1760564	CRYOVEIN
Registration Number:	1719303	CRYOVALVE
Registration Number:	1645897	CRYOSAFE
Registration Number:	1628243	CRYOPAK
Registration Number:	1357366	
Registration Number:	1357365	CRYOLIFE
Registration Number:	4695654	CHORD-X
Serial Number:	86368964	THE NEXT GENERATION HEMOSTAT

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 6463667120

**Email:** iprecordations@whitecase.com

**Correspondent Name:** DANIEL GOLD/WHITE & CASE LLP

**Address Line 1:** 1221 AVENUE OF THE AMERICAS

**Address Line 4:** NEW YORK, NEW YORK 10020

**ATTORNEY DOCKET NUMBER:** 1111779-2697-N997

**NAME OF SUBMITTER:** Daniel Gold

**SIGNATURE:** /Daniel Gold/

**DATE SIGNED:** 12/05/2017

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2017 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “Grantor” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Pledge and Security Agreement dated as of December 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

#### **Section 2.1 Grant of Security.**

Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all Trademarks of such Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”) as collateral security for the Secured Obligations: all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

#### **Section 2.2 Certain Limited Exclusions.**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (a) any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the

filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Recordation**

Each Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

### **SECTION 5. Governing Law, Etc.**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

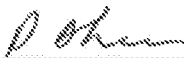
### **SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

**CRYOLIFE, INC.**

By:   
Name: D. Ashley Lee  
Title: Executive Vice President, Chief Operating  
Officer and Chief Financial Officer and  
Treasurer

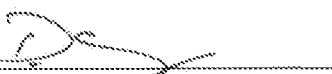
**ON-X LIFE TECHNOLOGIES, INC.**

By:   
Name: D. Ashley Lee  
Title: President and Chief Financial Officer

Accepted and Agreed:

**DEUTSCHE BANK AG NEW YORK BRANCH, as Agent**

By:   
Name: Mary Kay Coyle  
Title: Managing Director

By:   
Name: Dima Lazarov  
Title: Director

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>No.</b>	<b>Trademark</b>	<b>Owner</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	NEOPATCH	CRYOLIFE, INC.	86828554	23-NOV-2015	5152317	28-FEB-2017
2.	CRYOLIFE	CRYOLIFE, INC.	85547006	20-FEB-2012	4213691	25-SEP-2012
3.	THE IDEAL PATCH	CRYOLIFE, INC.	77884096	02-DEC-2009	3945441	12-APR-2011
4.	THE IDEAL VALVE	CRYOLIFE, INC.	77884097	02-DEC-2009	3945442	12-APR-2011
5.	LIFE RESTORING TECHNOLOGIES	CRYOLIFE, INC.	77604154	30-OCT-2008	3696947	13-OCT-2009
6.	THE NATURAL CHOICE	CRYOLIFE, INC.	77424243	17-MAR-2008	3772286	06-APR-2010
7.	PERCLOT	CRYOLIFE, INC.	77372671	15-JAN-2008	3637452	16-JUN-2009
8.	CRYOKIDS	CRYOLIFE, INC.	78441606	25-JUN-2004	2992247	06-SEP-2005
9.	BIOFOAM	CRYOLIFE, INC.	78424913	25-MAY-2004	3149576	26-SEP-2006
10.	CRYOGRAFT	CRYOLIFE, INC.	78135501	13-JUN-2002	2697962	18-MAR-2003
11.	CRYOPATCH	CRYOLIFE, INC.	78067618	06-JUN-2001	2641115	22-OCT-2002
12.	THE MAESTRO	CRYOLIFE, INC.	75589141	16-NOV-1998	2496669	09-OCT-2001
13.	CRYOARTERY	CRYOLIFE, INC.	75378228	23-OCT-1997	2242109	27-APR-1999
14.	SOLOGRIP	CRYOLIFE, INC.	75130236	05-JUL-1996	2114813	18-NOV-1997
15.	CARDIOGENESIS	CRYOLIFE, INC.	74510959	11-APR-1994	2099712	23-SEP-1997
16.	BIOGLUE	CRYOLIFE, INC.	74484547	31-JAN-1994	1960838	05-MAR-1996
17.	CRYOKIDS	CRYOLIFE, INC.	74423404	12-AUG-1993	1886714	28-MAR-1995

No.	Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
18.	SYNERGRAFT	CRYOLIFE, INC.	74155469	09-APR-1991	1935707	14-NOV-1995
19.	CRYOVEIN	CRYOLIFE, INC.	74104978	09-OCT-1990	1760564	23-MAR-1993
20.	CRYOVALVE	CRYOLIFE, INC.	74104979	09-OCT-1990	1719303	22-SEP-1992
21.	CRYOSAFE	CRYOLIFE, INC.	74026663	07-FEB-1990	1645897	28-MAY-1991
22.	CRYOPAK	CRYOLIFE, INC.	73616917	27-AUG-1986	1628243	18-DEC-1990
23.	Design Only	CRYOLIFE, INC.	73521151	07-FEB-1985	1357366	27-AUG-1985
24.	CRYOLIFE	CRYOLIFE, INC.	73521150	07-FEB-1985	1357365	27-AUG-1985
25.	CHORD-X	ON-X LIFE TECHNOLOGIES, INC.	86345369	23-JUL-2014	4695654	03-MAR-2015
26.	THE NEXT GENERATION HEMOSTAT	CRYOLIFE, INC.	86368964	18-AUG-2014	N/A	N/A