

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456486

| | | | |
|-----------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ICU Medial, Inc. | | 11/08/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association, as Administrative Agent | | |
| Street Address: | MAC 01109-019, 1525 W. W.T. Harris Blvd. | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28262 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 68 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 75599186 | 102 | |
| Serial Number: | 75633395 | BRAVO 24 | |
| Serial Number: | 85829487 | CARDIOFLO | |
| Serial Number: | 77714472 | CHEMOCLAVE | |
| Serial Number: | 85651797 | CHEMOLOCK | |
| Serial Number: | 86610864 | CHLORAFLOSH | |
| Serial Number: | 86610851 | CHLORALOCK | |
| Serial Number: | 74255136 | CLAVE | |
| Serial Number: | 75546976 | CLC 2000 | |
| Serial Number: | 86476979 | COGENT | |
| Serial Number: | 78867241 | GENIE | |
| Serial Number: | 75111601 | | |
| Serial Number: | 85414695 | HUMAN CONNECTIONS | |
| Serial Number: | 73688847 | ICU | |
| Serial Number: | 85604194 | INFUSEONE | |
| Serial Number: | 73273296 | INTRALOCK | |
| Serial Number: | 74275425 | LOPEZ VALVE | |
| Serial Number: | 76331335 | MICROCLAVE | |
| Serial Number: | 85524400 | NANOCLAVE | |

OP \$1715.00 75599186

| Property Type | Number | Word Mark |
|----------------|----------|-----------------------------|
| Serial Number: | 77694995 | NEUTRON |
| Serial Number: | 77746262 | OPTI Q |
| Serial Number: | 73154721 | OPTICATH |
| Serial Number: | 73154720 | OXIMETRIX |
| Serial Number: | 85600557 | PICCOX |
| Serial Number: | 85519496 | SAFESET |
| Serial Number: | 86556494 | SETFINDER |
| Serial Number: | 77115277 | SETMAKER |
| Serial Number: | 76195649 | SETSOURCE |
| Serial Number: | 78965434 | SPIROS |
| Serial Number: | 87143695 | SWABSTRIP |
| Serial Number: | 87481392 | SWABTIP |
| Serial Number: | 78831285 | TDQ |
| Serial Number: | 78831364 | TDQ |
| Serial Number: | 78457649 | TEGO |
| Serial Number: | 73693441 | THERMOSET |
| Serial Number: | 77658980 | TORQUE-LINE |
| Serial Number: | 73454438 | TRANSPAC |
| Serial Number: | 77930915 | TRIOX |
| Serial Number: | 77668968 | AMINOSYN |
| Serial Number: | 73074726 | AQUALITE |
| Serial Number: | 77230567 | BLU-MED |
| Serial Number: | 77385341 | EFFECTIV |
| Serial Number: | 73046551 | FLOW-POUCH |
| Serial Number: | 72083197 | HEMOSET |
| Serial Number: | 87356803 | ICU MEDICAL MEDNET |
| Serial Number: | 87518503 | ICU MEDICAL MEDNET MICRO DL |
| Serial Number: | 77659171 | IONOSOL |
| Serial Number: | 74030309 | LIFE SHIELD |
| Serial Number: | 73065390 | LIFECARE |
| Serial Number: | 77664141 | LIFECARE PCA |
| Serial Number: | 77663384 | LIFESHIELD |
| Serial Number: | 72046086 | MICRODRIP |
| Serial Number: | 72227213 | NORMOSOL |
| Serial Number: | 86445330 | NUTRIMIX |
| Serial Number: | 74476354 | OPTION-LOK |
| Serial Number: | 77429321 | PHYSIOSOL |
| Serial Number: | 77667034 | PLUM |

| Property Type | Number | Word Mark |
|----------------|----------|------------|
| Serial Number: | 73780401 | PLUM |
| Serial Number: | 85956799 | PLUM 360 |
| Serial Number: | 75414167 | PLUM A+ |
| Serial Number: | 77233838 | PLUM A+ |
| Serial Number: | 74403889 | PLUM XL |
| Serial Number: | 74513736 | PLUM XL3 |
| Serial Number: | 73782047 | PLUMSET |
| Serial Number: | 87076947 | SIMPLIFUSE |
| Serial Number: | 74017988 | VENILOOP |
| Serial Number: | 77298351 | VISCAP |
| Serial Number: | 78872485 | VISIV |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Elaine Carrera |
| SIGNATURE: | /Elaine Carrera/ |
| DATE SIGNED: | 01/02/2018 |

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ICU Medical, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____

- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 8, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association, as Administrative Agent

Street Address: MAC 01109-019, 1525 W. W.T. Harris Blvd.

City: Charlotte

State: NC

Country: USA Zip: 28262

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

69

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

January 2, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ICU Medical, Inc. a Delaware corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor, as borrower, has entered into a Revolving Credit Agreement, dated as of November 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the financial institutions party thereto from time to time (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “Lenders”), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Grantor; and

WHEREAS, the Grantor and its subsidiaries may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements (as defined in the Credit Agreement) or Secured Hedge Agreements (as defined in the Credit Agreement) in accordance with the terms of the Credit Agreement; and

WHEREAS, pursuant to the terms of a Collateral Agreement, dated as of November 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Grantor, the Administrative Agent and the other grantors named therein, Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by Grantor to the Administrative Agent pursuant to the Collateral Agreement, Grantor hereby grants to the Administrative Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States, any state thereof, or in any foreign country (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to

the Trademarks in the United States, any state thereof, or in any foreign country, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding the foregoing, Trademark Collateral shall not include any Intent-to-Use Application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforcement of such application under applicable federal law (the "Excluded Trademark Collateral"); provided that at the time any such Intent-to-Use Application matures into an Actual Use Application by the applicable Grantor's receipt of written notification from the IP Filing Office of its acceptance of either an "Amendment to Allege Use" or "Statement Of Use," the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, such Actual Use Application; provided, however, that "Excluded Trademark Collateral" shall not include any Proceeds, products, substitutions or replacements of any Excluded Trademark Collateral (unless such Proceeds, products, substitutions or replacements would themselves constitute Excluded Trademark Collateral under this paragraph).

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8 day of November, 2017.

ICU MEDICAL, INC.

By: 
Name: Scott E. Lamb
Title: Chief Financial Officer

Signature Page to Grant of Trademark Security Interest by ICU Medical, Inc.

TRADEMARK
REEL: 006240 FRAME: 0334

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

| Owner | Mark | Application No. | Filing Date | Registration No. | Registration Date |
|-------------------|-------------------|----------------------------|--------------------|-------------------------|--------------------------|
| ICU Medical, Inc. | 1O2 | 75/599186 | 12/3/1998 | 2527925 | 1/8/2002 |
| ICU Medical, Inc. | BRAVO 24 | 75/633395 | 2/3/1999 | 2779758 | 11/4/2003 |
| ICU Medical, Inc. | CARDIOFLO | 85/829487 | 1/22/2013 | 4902204 | 2/16/2016 |
| ICU Medical, Inc. | CHEMOCLAVE | 77/714472 | 4/15/2009 | 4354210 | 6/18/2013 |
| ICU Medical, Inc. | CHEMOLOCK | 85/651797 | 6/14/2012 | 4597699 | 9/2/2014 |
| ICU Medical, Inc. | CHLORAFLUSH | 86/610864 (Pending ITU) | 4/27/2015 | | |
| ICU Medical, Inc. | CHLORALOCK | 86/610851 (Pending ITU) | 4/27/2015 | | |
| ICU Medical, Inc. | CLAVE | 74/255136 | 3/13/1992 | 1882887 | 3/7/1995 |
| ICU Medical, Inc. | CLC 2000 | 75/546976 | 9/1/1998 | 2374343 | 8/8/2000 |
| ICU Medical, Inc. | COGENT | 86/476979 (Pending ITU) | 12/10/2014 | | |
| ICU Medical, Inc. | GENIE | 78/867241 | 4/21/2006 | 3776373 | 4/13/2010 |
| ICU Medical, Inc. | HORSE LOGO | 75/111601 | 5/30/1996 | 2232579 | 3/16/1999 |
| ICU Medical, Inc. | HUMAN CONNECTIONS | 85/414695 | 9/2/2011 | 4855870 | 11/17/2015 |
| ICU Medical, Inc. | ICU | 73/688847 | 10/9/1987 | 1553616 | 8/29/1989 |
| ICU Medical, Inc. | INFUSEONE | 85/604194 | 4/20/2012 | 4491725 | 3/4/2014 |
| ICU Medical, Inc. | INTRALOCK | 73/273296 | 8/7/1980 | 1186564 | 1/19/1982 |
| ICU Medical, Inc. | LOPEZ VALVE | 74/275425 | 5/14/1992 | 1814802 | 1/4/1994 |
| ICU Medical, Inc. | MICROCLAVE | 76/331335 | 10/29/2001 | 2840880 | 5/11/2004 |
| ICU Medical, Inc. | NANOCLAVE | 85/524400 | 1/24/2012 | 4297314 | 3/5/2013 |
| ICU Medical, Inc. | NEUTRON | 77/694995 | 3/19/2009 | 4257927 | 12/11/2012 |
| ICU Medical, Inc. | OPTI Q | 77/746262 | 5/28/2009 | 3708696 | 11/10/2009 |
| ICU Medical, Inc. | OPTICATH | 73/154721 | 1/9/1978 | 1119970 | 6/12/1979 |
| ICU Medical, Inc. | OXIMETRIX | 73/154720 | 1/9/1978 | 1122275 | 7/17/1979 |
| ICU Medical, Inc. | PICCOX | 85/600557 | 4/17/2012 | 4870972 | 12/15/2015 |
| ICU Medical, Inc. | SAFESET | 85/519496 | 1/18/2012 | 4294582 | 2/26/2013 |
| ICU Medical, Inc. | SETFINDER | 86/556494 (Pending ITU) | 3/6/2015 | | |
| ICU Medical, Inc. | SETMAKER | 77/115277 | 2/23/2007 | 4186970 | 8/7/2012 |
| ICU Medical, Inc. | SETSOURCE | 76/195649 | 1/17/2001 | 2867123 | 7/27/2004 |
| ICU Medical, Inc. | SPIROS | 78/965434 | 8/31/2006 | 3578135 | 2/17/2009 |
| ICU Medical, Inc. | SWABSTRIP | 87/143695 | 8/18/2016 | 5314803 | 10/24/2017 |
| ICU Medical, Inc. | SWABTIP | 87/481392 (Pending ITU) | 6/8/2017 | | |
| ICU Medical, Inc. | TDQ | 78/831285 | 3/7/2006 | 3165344 | 10/31/2006 |
| ICU Medical, Inc. | TDQ (stylized) | 78/831364 | 3/7/2006 | 3222128 | 3/27/2007 |
| ICU Medical, Inc. | TEGO | 78/457649 | 7/27/2004 | 3107873 | 6/20/2006 |
| ICU Medical, Inc. | THERMOSET | 73/693441 | 11/2/1987 | 1524349 | 2/14/1989 |
| ICU Medical, Inc. | TORQUE-LINE | 77/658980 | 1/29/2009 | 3663547 | 8/4/2009 |
| ICU Medical, Inc. | TRANSPAC | 73/454438 | 11/25/1983 | 1317913 | 2/5/1985 |
| ICU Medical, Inc. | TRIOX | 77/930915 | 2/8/2010 | 4432758 | 11/12/2013 |

| Owner | Mark | Application No. | Filing Date | Registration No. | Registration Date |
|-------------------|--------------------------------|----------------------------|-------------|--|-------------------|
| ICU Medical, Inc. | AMINOSYN | 77/668968 | 2/12/2009 | 3663647 | 8/4/2009 |
| ICU Medical, Inc. | AQUALITE | 73/074726 | 1/19/1976 | 1046237 | 8/17/1976 |
| ICU Medical, Inc. | BLU-MED | 77/230567 | 7/16/2007 | 3644160 | 6/23/2009 |
| ICU Medical, Inc. | EFFECTIV | 77/385341 | 1/31/2008 | 3690079 | 9/29/2009 |
| ICU Medical, Inc. | FLOW-POUCH | 73/046551 | 3/13/1975 | 1023181 | 10/21/1975 |
| ICU Medical, Inc. | HEMOSET | 72/083197 | 10/14/1959 | 708780 | 12/20/1960 |
| ICU Medical, Inc. | ICU MEDICAL MEDNET | 87/356803 (Pending ITU) | 3/2/2017 | | |
| ICU Medical, Inc. | ICU MEDICAL MEDNET MICRO DL | 87/518503 (Pending ITU) | 7/6/2017 | | |
| ICU Medical, Inc. | IONOSOL | 77/659171 | 1/29/2009 | 3663552 | 8/4/2009 |
| ICU Medical, Inc. | LIFE SHIELD | 74/030309 | 2/9/1990 | 1676340 | 2/18/1992 |
| ICU Medical, Inc. | LIFECARE | 73/065390 | 10/8/1975 | 1042636 | 7/6/1976 |
| ICU Medical, Inc. | LIFECARE PCA | 77/664141 | 2/5/2009 | 3666719 | 8/11/2009 |
| ICU Medical, Inc. | LIFESHIELD | 77/663384 | 2/4/2009 | 3669126 | 8/18/2009 |
| ICU Medical, Inc. | MICRODRIP | 72/046086 | 2/19/1958 | 674673 | 2/24/1959 |
| ICU Medical, Inc. | NORMOSOL | 72/227213 | 9/7/1965 | 808783 | 5/24/1966 |
| ICU Medical, Inc. | NUITIV | 79/183491 | 10/20/2015 | 5116569 (66A Int'l No. 1289753) | 1/10/2017 |
| ICU Medical, Inc. | NUTRIMIX | 86/445330 | 11/5/2014 | 4768255 | 7/7/2015 |
| ICU Medical, Inc. | OPTION-LOK | 74/476354 | 1/4/1994 | 1864616 | 11/29/1994 |
| ICU Medical, Inc. | PHYSIOSOL | 77/429321 | 3/24/2008 | 3495920 | 9/2/2008 |
| ICU Medical, Inc. | PLUM | 77/667034 | 2/10/2009 | 3669329 | 8/18/2009 |
| ICU Medical, Inc. | PLUM (WITH DESIGN) | 73/780401 | 2/13/1989 | 1564296 | 11/7/1989 |
| ICU Medical, Inc. | PLUM 360 | 85/956799 | 6/11/2013 | 4846470 | 11/3/2015 |
| ICU Medical, Inc. | PLUM A+ | 75/414167 | 1/6/1998 | 2451275 | 5/15/2001 |
| ICU Medical, Inc. | PLUM A+ (Stylized Logo) | 77/233838 | 7/19/2007 | 3398201 | 3/18/2008 |
| ICU Medical, Inc. | PLUM XL (WITH DESIGN) | 74/403889 | 6/17/1993 | 1868866 | 12/20/1994 |
| ICU Medical, Inc. | PLUM XL3 (WITH DESIGN) | 74/513736 | 4/18/1994 | 2019554 | 11/26/1996 |
| ICU Medical, Inc. | PLUMSET | 73/782047 | 2/21/1989 | 1560710 | 10/17/1989 |
| ICU Medical, Inc. | SIMPLIFUSE | 87/076947 (Pending ITU) | 6/20/2016 | | |
| ICU Medical, Inc. | VENILOOP | 74/017988 | 1/10/1990 | 1629958 | 1/1/1991 |
| ICU Medical, Inc. | VISCAP | 77/298351 | 10/8/2007 | 3547887 | 12/16/2008 |
| ICU Medical, Inc. | VISIV | 78/872485 | 4/28/2006 | 3295623 | 9/18/2007 |