

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480423

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANDERA ACQUISITION, LLC		07/02/2018	Limited Liability Company: DELAWARE
COASTAL LIFE SYSTEMS, INC.		07/02/2018	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA, AS COLLATERAL AGENT
Street Address:	200 BAY STREET, 12TH FLOOR, SOUTH TOWER
Internal Address:	ROYAL BANK PLAZA
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	BANK: CANADA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4998440	COREGUARD
Registration Number:	5174021	BUILD A DRIVER 2.0
Registration Number:	1963789	SURGIMEDICS
Registration Number:	1467179	SURGIFRESH
Serial Number:	86879872	IMPRESSE
Serial Number:	86890275	PRESTIGE
Serial Number:	87497371	AERO HEX
Serial Number:	87497407	POWER HEX
Serial Number:	87917130	STRESSLESS
Serial Number:	87917168	MATTETEX

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

TRADEMARK

Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F177922 2L TM IPSA

NAME OF SUBMITTER: Rachel Klein

SIGNATURE: /Rachel Klein/

DATE SIGNED: 07/03/2018

Total Attachments: 6

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This Agreement is subject to the terms of the Second Lien Intercreditor Agreement dated July 2, 2018 among Royal Bank of Canada, as Representative for the First Lien Credit Agreement Secured Parties, for itself and the First Lien Credit Agreement Secured Parties, Royal Bank of Canada, as Representative for the Second Lien Credit Agreement Secured Parties, for itself and the Second Lien Credit Agreement Secured Parties, and each additional Second Priority Representative and Senior Representative that from time to time becomes a party thereto pursuant to Section 8.09 thereof and acknowledged by MedPlast Holdings, Inc., as Parent Borrower and the other Grantors referred to therein, as amended, modified or supplemented from time to time.

Second Lien Trademark Security Agreement

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 2, 2018 (this "Agreement"), among BANDERA ACQUISITION, LLC, a Delaware limited liability company, COASTAL LIFE SYSTEMS, INC., a Texas corporation (each a "Grantor" and, collectively, the "Grantors"), and ROYAL BANK OF CANADA, as Collateral Agent (the "Collateral Agent").

WHEREAS, MEDPLAST HOLDINGS, INC. (the "Parent Borrower"), MPS II, LLC ("Holdings"), the LENDERS from time to time party thereto, ROYAL BANK OF CANADA, as Administrative Agent (together with its successors and assigns, the "Administrative Agent") and Collateral Agent, and the other parties from time to time party thereto have entered into the Second Lien Credit Agreement dated as of July 2, 2018 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantors executed that Second Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Security Agreement") dated as of July 2, 2018, among the Parent Borrower, Holdings, the Subsidiary Parties named therein and Royal Bank of Canada, as Collateral Agent (together with its successors and assigns, the "Collateral Agent") pursuant to which the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby make, covenant and agree with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantors, pursuant to the Security Agreement, hereby grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the "USPTO") or any similar offices in any State of the United States, and all extensions or renewals thereof, including those registrations and registration applications in the USPTO owned by the Grantor and listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. The Grantors hereby authorize and request that the USPTO record this Agreement.


SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

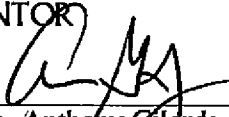
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BANDERA ACQUISITION, LLC,
AS A GRANTOR

By: 
Name: Anthony Gilarde
Title: Chief Financial Officer

COASTAL LIFE SYSTEMS, INC.,
AS A GRANTOR

By: 
Name: Anthony Gilarde
Title: Chief Financial Officer

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: **Rodica Dutka**
Title: **Manager, Agency**

[Signature Page to the Second Lien Trademark Security Agreement]

[[3887945]]

Schedule I

United States Trademarks and Trademark Applications

GRANTOR	TRADEMARK	COUNTRY	APPLICATION FILING DATE AND/OR REGISTRATION NUMBER	APPLICATION NUMBER AND/OR REGISTRATION DATE
Bandera Acquisition, LLC	COREGUARD	USA	4998440	July 12, 2016
Bandera Acquisition, LLC	BUILD-A-DRIVER-2.0	USA	5174021	April 4, 2017
Coastal Life Systems, Inc.	SURGIMEDICS	USA	1963789	March 26, 1996
Coastal Life Systems, Inc.	SURGIFRESH	USA	1467179	December 1, 1987
Bandera Acquisition, LLC	IMPRESSE	USA	86/879,872	Jan 19, 2016
Bandera Acquisition, LLC	PRESTIGE	USA	86/890,275	Jan 28, 2016
Bandera Acquisition, LLC	AERO HEX	USA	87/497,371	June 20, 2017
Bandera Acquisition, LLC	POWER HEX	USA	87/497,407	June 21, 2017
Bandera Acquisition, LLC	STRESSLESS	USA	87/917,130	May 11, 2018
Bandera Acquisition, LLC	MATTETEX	USA	87/917,168	May 11, 2018

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