

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490916

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Polytek Development Corp.		09/20/2018	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Dr., Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1614519	POLYTEK	
<b>Registration Number:</b>	1805663	HYDROGEL	
<b>Registration Number:</b>	2069675	PLATSIL	
<b>Registration Number:</b>	1732258	POL-EASE	
<b>Registration Number:</b>	1770939	POLY-OPTIC	
<b>Registration Number:</b>	1769585	POLY-SIL	
<b>Registration Number:</b>	4350344	POLYGEL	
<b>Registration Number:</b>	1765441	POLYPOXY	
<b>Registration Number:</b>	2121061	TINSIL	
<b>Registration Number:</b>	4888684	MAGIKMOLD SILICONE RUBBER	
<b>Registration Number:</b>	4843218	PRINT-ON SILICONE INK	
<b>Registration Number:</b>	5035567	TINSIL	
<b>Registration Number:</b>	5035566	PLATSIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<i>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.</i>			
<b>Phone:</b>	312-863-7267		
<b>Email:</b>	jaclyn.digrande@goldbergkohn.com		

OP \$340.00 1614519

**Correspondent Name:** Jaclyn Di Grande - Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 E Monroe St., Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 4975.388

**NAME OF SUBMITTER:** Jaclyn Di Grande

**SIGNATURE:** /jaclyn di grande/

**DATE SIGNED:** 09/21/2018

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 20, 2018, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as administrative agent ("Agent") for the Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, Polytek Buyer Inc., a Delaware corporation ("Polytek Buyer"), MPE Case Lab, Inc., a Delaware corporation ("MPE"), California Medical Innovations, LLC, a California limited liability company ("CMI"; and together with Grantor, Polytek Buyer and MPE collectively, the "Borrowers" and each individually, a "Borrower"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor and the other Borrowers;

WHEREAS, Agent, Grantor, the other Borrowers and certain other Persons are parties to that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

[signature pages follow]

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

POLYTEK DEVELOPMENT CORP., a New Jersey corporation

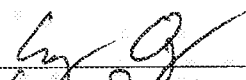
By: 

Name: Jonathan Kane

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By:   
Name: Leah Dehan  
Title: Director

Signature Page to Trademark Security Agreement (Polytek Development)

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

<b>Grantor</b>	<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>
Polytek Development Corp.	Polytek®	73823671	1614519	09/25/90
Polytek Development Corp.	Hydrogel®	74309871	1805663	11/23/93
Polytek Development Corp.	PlatSil®	75128077	2069675	06/10/97
Polytek Development Corp.	Pol-Ease®	74154015	1732258	11/17/92
Polytek Development Corp.	Poly-Optic®	74309873	1770939	05/18/93
Polytek Development Corp.	Poly-Sil®	74309872	1769585	05/11/93
Polytek Development Corp.	Polygel®	85821391	4350344	06/11/13
Polytek Development Corp.	PolyPoxy®	74315081	1765441	04/20/93
Polytek Development Corp.	TinSil®	75128053	2121061	12/16/97
Polytek Development Corp.	MAGIKMOLD SILICONE RUBBER	86631538	4888684	1/19/16
Polytek Development Corp.	PRINT-ON SILICONE INK	86639409	4843218	10/27/15
Polytek Development Corp.	TINSIL	86882282	5035567	9/6/16
Polytek Development Corp.	PLATSIL	86882270	5035566	9/6/16