

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BUFFALO FILTER LLC		02/11/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	10 S. DEARBORN ST.		
<b>Internal Address:</b>	7TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2197026	BUFFALO FILTER	
<b>Registration Number:</b>	5394234	CLEAR THE AIR	
<b>Registration Number:</b>	4811106	EZ LINK	
<b>Registration Number:</b>	4923571	LAPAROVUE	
<b>Registration Number:</b>	5104562	LASEADAPT	
<b>Registration Number:</b>	4659685	PENADAPT	
<b>Registration Number:</b>	4376795	PLUMEPEN	
<b>Registration Number:</b>	4798109	PLUMEPART	
<b>Registration Number:</b>	4849179	PLUMEPART ACTIV	
<b>Registration Number:</b>	1768545	PLUMESAFE	
<b>Registration Number:</b>	3852259	POWERED BY BUFFALO FILTER	
<b>Registration Number:</b>	1775097	VIROSAFE	
<b>Registration Number:</b>	4659684	VIROVAC	
<b>Registration Number:</b>	4666899	VISICLEAR	
<b>Registration Number:</b>	4878720	VUETIP	
<b>Serial Number:</b>	87054626	LAPAROLIGHT	
<b>Serial Number:</b>	87362792	LAPEVAC	
<b>Serial Number:</b>	87654074	SMOCAR	
<b>TRADEMARK</b>			

CH \$540.00 2197026

Property Type	Number	Word Mark
Serial Number:	87654104	SMOKAR
Serial Number:	87958643	SNAPEVAC
Serial Number:	88196839	LAPAROLIGHT

**CORRESPONDENCE DATA**

**Fax Number:** 2124552502

*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:** (212) 455-3605

**Email:** ksolomon@stblaw.com

**Correspondent Name:** GENEVIEVE DORMENT, ESQ.

**Address Line 1:** SIMPSON THACHER & BARTLETT LLP

**Address Line 2:** 425 LEXINGTON AVENUE

**Address Line 4:** NEW YORK, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	509265/2193
<b>NAME OF SUBMITTER:</b>	GENEVIEVE DORMENT
<b>SIGNATURE:</b>	/GD/
<b>DATE SIGNED:</b>	02/22/2019

**Total Attachments: 6**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of February 11, 2019, is made by BUFFALO FILTER LLC, a Delaware limited liability company, located at 5900 Genesee Street, Lancaster, New York 14086 (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, Illinois 60603, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Sixth Amended and Restated Credit Agreement, dated as of February 7, 2019 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CONMED CORPORATION (the “Parent Borrower”), the Foreign Subsidiary Borrowers from time to time parties thereto, the Lenders from time to time parties thereto, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Parent Borrower and certain of its subsidiaries have executed and delivered a Guarantee and Collateral Agreement, dated as of August 28, 2002, in favor of the Agent (together with all amendments and modifications from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Assumption Agreement, dated as of February 11, 2019, made by the Grantor in favor of the Agent, the Grantor became a party to the Guarantee and Collateral Agreement as Grantor thereunder with the same force and effect as if originally named therein as Grantor and Guarantor;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent a security interest in certain property owned by the Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. Notwithstanding anything to the contrary, no assignment, transfer or grant of any security interest shall be granted under this Agreement with respect to any Trademark, as applicable, if and to the extent a security interest in such Trademark is not granted under the Guarantee and Collateral Agreement.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same origin

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BUFFALO FILTER LLC

By:  \_\_\_\_\_

Name: Daniel S. Jonas

Title: Executive Vice President, Legal Affairs  
General Counsel & Secretary

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the Lenders

By: Jean Lamardo  
Name: Jean Lamardo  
Title: Vice President

*[Signature Page to Grant of Security Interest in Trademark Rights]*

## SCHEDULE A

### U.S. Trademark Registrations and Applications

Mark Name	Applicant/Registrant	Application Number	Application Date	Registration Number	Registration Date
BUFFALO FILTER	Buffalo Filter LLC	75/198,781	Nov. 15, 1996	2,197,026	Oct. 20, 1998
CLEAR THE AIR	Buffalo Filter LLC	87/268,058	Dec. 14, 2016	5,394,234	Feb. 6, 2018
EZ LINK	Buffalo Filter LLC	86/338,656	July 16, 2014	4,811,106	Sept. 15, 2015
LAPAROVUE	Buffalo Filter LLC	86/347,262	July 24, 2014	4,923,571	Mar. 22, 2016
LASEADAPT	Buffalo Filter LLC	87/026,576	May 5, 2016	5,104,562	Dec. 20, 2016
PENADAPT	Buffalo Filter LLC	86/314,447	June 19, 2014	4,659,685	Dec. 23, 2014
PLUMEPEN	Buffalo Filter LLC	85/076,204	July 1, 2010	4,376,795	July 30, 2013
PLUMEPOR	Buffalo Filter LLC	86/338,651	July 16, 2014	4,798,109	Aug. 25, 2015
PLUMEPOR ACTIV	Buffalo Filter LLC	86/392,368	Sept. 11, 2014	4,849,179	Nov. 10, 2015
PLUMESAFE	Buffalo Filter LLC	74/308,549	Aug. 28, 1992	1,768,545	May 4, 1993
POWERED BY BUFFALO FILTER	Buffalo Filter LLC	77/791,236	July 28, 2009	3,852,259	Sept. 28, 2010
VIROSAFE	Buffalo Filter LLC	74/308,870	Aug. 28, 1992	1,775,097	June 8, 1993
VIROVAC	Buffalo Filter LLC	86/314,443	June 19, 2014	4,659,684	Dec. 23, 2014
VISICLEAR	Buffalo Filter LLC	86/290,072	May 23, 2014	4,666,899	Jan. 6, 2015
VUETIP	Buffalo Filter LLC	86/575,036	Mar. 24, 2015	4,878,720	Dec. 29, 2015
LAPAROLIGHT	Buffalo Filter LLC	87/054,626	May 31, 2016	N/A	N/A
LAPEVAC	Buffalo Filter LLC	87/362,792	Mar. 8, 2017	N/A	N/A
SMOCAR	Buffalo Filter LLC	87/654,074	Oct. 20, 2017	N/A	N/A

*[ Schedule A to Grant of Security Interest in Trademark Rights ]*

Mark Name	Applicant/Registrant	Application Number	Application Date	Registration Number	Registration Date
SMOKAR	Buffalo Filter LLC	87/654,104	Oct. 20, 2017	N/A	N/A
SNAPEVAC	Buffalo Filter LLC	87/958,643	June 12, 2018	N/A	N/A
LAPAROLIGHT	Buffalo Filter LLC	88/196,839	Nov. 16, 2018	N/A	N/A

*[ Schedule A to Grant of Security Interest in Trademark Rights ]*