

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512076

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | FIRST LIEN TRADEMARK SECURITY AGREEMENT |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|----------------------------|
| Beaver-Visitec International (US), Inc. | | 02/28/2019 | Corporation: DELAWARE |
| Beaver-Visitec International, Inc. | | 02/28/2019 | Corporation: MASSACHUSETTS |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Goldman Sachs Bank USA, as First Lien Collateral Agent |
| Street Address: | 200 West Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10282 |
| Entity Type: | Bank: NEW YORK |

PROPERTY NUMBERS Total: 51

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 4620126 | READYPAK |
| Registration Number: | 4668555 | NUVISC |
| Registration Number: | 4765194 | I-RING |
| Registration Number: | 4470939 | EXTEND |
| Registration Number: | 4406747 | OSHER THERMODOT |
| Registration Number: | 4193724 | ATOMIC EDGE |
| Registration Number: | 4023938 | KEEPING YOUR VISION IN SIGHT |
| Registration Number: | 3975998 | BVI |
| Registration Number: | 3979563 | BVI |
| Registration Number: | 3551377 | OCUSEAL |
| Registration Number: | 3253759 | XSTAR |
| Registration Number: | 3208676 | WECK-CEL |
| Registration Number: | 3100759 | BLU-SPOT |
| Registration Number: | 2951829 | ARTHRO-LOK |
| Registration Number: | 2655103 | ERASER |
| Registration Number: | 2760252 | CLEANFIELD |

OP \$1290.00 4620126

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|---------------|
| Registration Number: | 2321653 | WICK N' WIPE |
| Registration Number: | 2261699 | KERASPEAR |
| Registration Number: | 2228185 | SWITCH-A-TIP |
| Registration Number: | 2256088 | KERACEL |
| Registration Number: | 2178558 | VISIDRAPE |
| Registration Number: | 2211886 | PARASOL |
| Registration Number: | 2166602 | NITEYE |
| Registration Number: | 2049333 | ULTRACELL |
| Registration Number: | 1783346 | ENDO OPTIKS |
| Registration Number: | 1723526 | BLU-SLIT |
| Registration Number: | 1618630 | EDGEAHEAD |
| Registration Number: | 1555640 | OP-WIPE |
| Registration Number: | 1528070 | VISCOFLOW |
| Registration Number: | 1434606 | VISITEC |
| Registration Number: | 1208093 | BEAVER |
| Registration Number: | 1069334 | MICRO-SHARP |
| Registration Number: | 1002000 | MAXI-LITE |
| Registration Number: | 1001002 | OPHTHO-BURR |
| Registration Number: | 1017204 | BLU-SPOT |
| Registration Number: | 994015 | ACCU-TEMP |
| Registration Number: | 968265 | WET-FIELD |
| Registration Number: | 824981 | MINI-BLADE |
| Registration Number: | 1002688 | I-STAT |
| Registration Number: | 1914147 | C-LINE |
| Registration Number: | 1031358 | ESSAR |
| Registration Number: | 5219932 | I-RINGJOURNAL |
| Registration Number: | 5650835 | BVI |
| Registration Number: | 5650837 | BVI |
| Registration Number: | 5465715 | EXTEND 180 |
| Registration Number: | 5580928 | MALOSA |
| Registration Number: | 5580929 | OPTIMUM |
| Registration Number: | 5650838 | |
| Registration Number: | 5650839 | |
| Serial Number: | 87821766 | |
| Serial Number: | 87821790 | |

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
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: | 1052002 TM L1 |
| NAME OF SUBMITTER: | Jonathan R. Larson |
| SIGNATURE: | /Jonathan R. Larson/ |
| DATE SIGNED: | 02/28/2019 |

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “First Lien Trademark Security Agreement”) is entered into as of February 28, 2019, by and among Beaver-Visitec International (US), Inc. and Beaver-Visitec International, Inc. (collectively, “Grantors” and each, “Grantor”) and GOLDMAN SACHS BANK USA, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “First Lien Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to a First Lien Pledge and Security Agreement, dated as of February 28, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “First Lien Security Agreement”), in favor of the First Lien Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which each Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the First Lien Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Parent Borrower thereunder, each Grantor hereby agrees with the First Lien Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the First Lien Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of each Grantor, including the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” 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 under applicable federal law); (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 without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. First Lien Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Collateral Agent pursuant to the First Lien Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the First Lien Collateral Agent in the First Lien Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any

provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with its terms, the First Lien Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this First Lien Trademark Security Agreement.

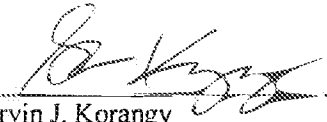
SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this First Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this First Lien Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

**BEAVER-VISITEC INTERNATIONAL (US), INC.
BEAVER-VISITEC INTERNATIONAL, INC.**

By: 
Name: Shervin J. Korangy
Title: Chief Financial Officer, Chief Strategy Officer,
Treasurer and Secretary

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK
REEL: 006577 FRAME: 0251**

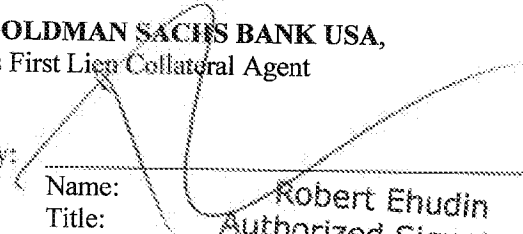
Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as First Lien Collateral Agent

By: _____

Name:

Title:


Robert Ehudin
Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]



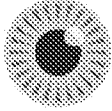

TRADEMARK
REEL: 006577 FRAME: 0252

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

| Trademark | Application No. | Registration No. | Owner |
|------------------------------|------------------------|-------------------------|---|
| READYPAK | 86179430 | 4620126 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| NUVISC | 86111902 | 4668555 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| I-RING | 86089676 | 4765194 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| EXTEND | 86010284 | 4470939 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| OSHER THERMODOT | 85850998 | 4406747 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| ATOMIC EDGE | 85486955 | 4193724 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| KEEPING YOUR VISION IN SIGHT | 85177950 | 4023938 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| BVI | 85098175 | 3975998 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| BVI | 85098194 | 3979563 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| OCUSEAL | 77319303 | 3551377 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| XSTAR | 78953389 | 3253759 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| WECK-CEL | 78861630 | 3208676 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| BLU-SPOT | 78659945 | 3100759 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| ARTHRO-LOK | 78417490 | 2951829 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| ERASER | 78090817 | 2655103 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| CLEANFIELD | 78066539 | 2760252 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| WICK N' WIPE | 75658186 | 2321653 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| KERASPEAR | 75446656 | 2261699 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| SWITCH-A-TIP | 75414891 | 2228185 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| KERACEL | 75392712 | 2256088 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| VISIDRAPE | 75332731 | 2178558 | BEAVER-VISITEC INTERNATIONAL, INC. |
| PARASOL | 75327456 | 2211886 | BEAVER-VISITEC INTERNATIONAL, INC. |

| Trademark | Application No. | Registration No. | Owner |
|---------------|-----------------|------------------|---|
| NITEYE | 75248928 | 2166602 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| ULTRACELL | 74272034 | 2049333 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| ENDO OPTIKS | 74247871 | 1783346 | BEAVER-VISITEC INTERNATIONAL, INC. |
| BLU-SLIT | 74064143 | 1723526 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| EDGEAHEAD | 74021118 | 1618630 | BEAVER-VISITEC INTERNATIONAL, INC. |
| OP-WIPE | 73744835 | 1555640 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| VISCOFLOW | 73732333 | 1528070 | BEAVER-VISITEC INTERNATIONAL, INC. |
| VISITEC | 73587740 | 1434606 | BEAVER-VISITEC INTERNATIONAL, INC. |
| BEAVER | 73341216 | 1208093 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| MICRO-SHARP | 73076705 | 1069334 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| MAXI-LITE | 73010716 | 1002000 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| OPHTHO-BURR | 73010752 | 1001002 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| BLU-SPOT | 73010759 | 1017204 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| ACCU-TEMP | 72457943 | 0994015 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| WET-FIELD | 72427578 | 0968265 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| MINI-BLADE | 72208527 | 0824981 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| I-STAT | 73007703 | 1002688 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| C-LINE | 74228502 | 1914147 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| ESSAR | 73055478 | 1031358 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| I-RINGJOURNAL | 87136592 | 5219932 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| BVI | 87667023 | 5650835 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| BVI | 87667048 | 5650837 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| EXTEND 180 | 87345364 | 5465715 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| MALOSA | 87911900 | 5580928 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
| OPTIMUM | 87911956 | 5580929 | BEAVER-VISITEC INTERNATIONAL (US), INC. |

| Trademark | Application No. | Registration No. | Owner |
|---|-----------------|------------------|---|
|  | 87821766 | | BEAVER-VISITEC INTERNATIONAL (US), INC. |
|  | 87821790 | | BEAVER-VISITEC INTERNATIONAL (US), INC. |
|  | 87667068 | 5650838 | BEAVER-VISITEC INTERNATIONAL (US), INC. |
|  | 87667081 | 5650839 | BEAVER-VISITEC INTERNATIONAL (US), INC. |

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