

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM543811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arrow International, Inc.		09/25/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	IL1-1145/54/63, P.O. BOX 6026		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 64			
Property Type	Number	Word Mark	
Registration Number:	5337766	AC3	
Registration Number:	5550990	AC3 OPTIMUS	
Registration Number:	5604469	ARROWG+ARD BLUE	
Registration Number:	2213772		
Registration Number:	4016965	GPSCATH	
Registration Number:	4874583	VISIOVALVE	
Registration Number:	3842463	VPS	
Registration Number:	2337394	ACAT	
Registration Number:	3868753	AERO	
Registration Number:	2520879	AGB+	
Registration Number:	3529007	AI	
Registration Number:	1900520	ARMORGLIDE	
Registration Number:	2176791	ARROW	
Registration Number:	1315592	ARROW	
Registration Number:	3074561	ARROW EDGE	
Registration Number:	4837026	ARROW ENDURANCE	
Registration Number:	3592949	ARROW SIMPLICITY	
Registration Number:	1837796	ARROW-FLEX	

OP \$1615.00 5337766

Property Type	Number	Word Mark
Registration Number:	2146598	ARROWG+ARD
Registration Number:	2981152	ARROWGARD + BLUE
Registration Number:	2527850	ARROWG+ARD BLUE PLUS
Registration Number:	2597774	ARROWG+ARD BLUE PLUS
Registration Number:	2717704	AUTOCAT
Registration Number:	3031561	AUTOCAT2WAVE
Registration Number:	4210039	AUTOPILOT
Registration Number:	1668396	BLUE FLEXTIP
Registration Number:	3049017	CANNON
Registration Number:	4145704	CARDIOTHANE
Registration Number:	3167527	CATH-GARD
Registration Number:	2213729	
Registration Number:	2875842	
Registration Number:	2208091	
Registration Number:	3099491	FIBEROPTIX
Registration Number:	4301883	FLEXBLOCK
Registration Number:	4502027	FLEXTIP
Registration Number:	1936297	FLEXTIP PLUS
Registration Number:	4317849	GLIDETHRU
Registration Number:	1520722	HANDS-OFF
Registration Number:	3775970	HEMOHOPPER
Registration Number:	3355955	MYDIALYSISCARE.COM
Registration Number:	3595291	NEXTSTEP
Registration Number:	1454099	PLEURA-SEAL
Registration Number:	2559041	PTD
Registration Number:	1866314	QUICKFLASH
Registration Number:	3293315	REDIGUARD
Registration Number:	1837364	RIC
Registration Number:	4415319	SECONDSITE
Registration Number:	1836685	SHARPSAWAY
Registration Number:	1914745	SLIC
Registration Number:	3240574	SMARTSEAL
Registration Number:	3901549	SNAPTEAR
Registration Number:	3046882	STIMUQUIK
Registration Number:	3028607	SUPER ARROW-FLEX
Registration Number:	3773048	SUREBLOCK
Registration Number:	4359384	TAPERFREE
Registration Number:	1837795	THERACATH

Property Type	Number	Word Mark
Registration Number:	1497571	TWIN CATH
Registration Number:	2541455	ULTRA 8
Registration Number:	4347136	ULTRAQUIK
Registration Number:	1903486	USERGARD
Registration Number:	4119855	VESSEL HEALTH AND PRESERVATION
Registration Number:	3031625	WAVE
Registration Number:	3332225	PROACTIVE COUNTERPULSATION
Registration Number:	2711737	STIMUCATH

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049067-0087
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	10/03/2019

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Grant") is made effective as of September 25, 2019, by and from Arrow International, Inc., a Pennsylvania corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, TELEFLEX INCORPORATED (the "Company"), the other Loan Parties, the Lenders, and the Grantee have entered into that certain Second Amended and Restated Credit Agreement, dated as of April 5, 2019 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, certain Subsidiaries of the Company have guaranteed the repayment of the Obligations pursuant to the Credit Agreement;

WHEREAS, the Company and certain of its Subsidiaries, including the Grantor, have entered into that certain Amended and Restated Security Agreement, dated as of April 5, 2019 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor owns certain Trademarks which are applied for or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement, or if not defined therein, in the Security Agreement.

2) The Security Interest.

(a) This Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the satisfaction of the Final Release Conditions (as defined in the Subsidiary Guaranty), this Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all (i) United States Trademarks, including the foregoing listed on Exhibit A; (ii) all renewals of the foregoing; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present, and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and

future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world.

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Grant shall not extend to Excluded Assets.


3) Grants, Rights, Remedies. This Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Grant may be executed in counterparts (and by different parties hereto in 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 of this Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Grant.

IN WITNESS WHEREOF, the Grantor has executed this Grant effective as of the date first written above.

ARROW INTERNATIONAL, INC.,
as Grantor

By: 
Name: Jale Elguieze
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Tracy Martinov
Name: Tracy Martinov
Title: Authorized Signatory

Signature Page for
Grant of Security Interest in United States Trademarks

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TRADEMARK
REEL: 006763 FRAME: 0475

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks

Trademark	Serial No.	Registration No.	Owner
AC3	86103333	5337766	Arrow International, Inc.
AC3 OPTIMUS	87881888	5550990	Arrow International, Inc.
ARROWG+ARD BLUE	87618587	5604469	Arrow International, Inc.
Design Only	75245594	2213772	Arrow International, Inc.
GPSCATH	85077625	4016965	Arrow International, Inc.
VISIOVALVE	85052298	4874583	Arrow International, Inc.
VPS	77679067	3842463	Arrow International, Inc.
ACAT	75501898	2337394	Arrow International, Inc.
AERO	78658042	3868753	Arrow International, Inc.
AGB+ and Design	75794477	2520879	Arrow International, Inc.
AI and Design	78377487	3529007	Arrow International, Inc.
ARMORGLIDE	74503824	1900520	Arrow International, Inc.
ARROW	75318727	2176791	Arrow International, Inc.
ARROW	73420836	1315592	Arrow International, Inc.
ARROW EDGE	78419839	3074561	Arrow International, Inc.
ARROW ENDURANCE	85544145	4837026	Arrow International, Inc.
ARROW SIMPLICITY	78419848	3592949	Arrow International, Inc.
ARROW-FLEX	74396350	1837796	Arrow International, Inc.
ARROWG+ARD (Stylized)	74657460	2146598	Arrow International, Inc.
ARROWG+ARD BLUE and Design	78433655	2981152	Arrow International, Inc.
ARROWG+ARD BLUE PLUS (Stylized)	75508175	2527850	Arrow International, Inc.
ARROWG+ARD BLUE PLUS and Design	76288730	2597774	Arrow International, Inc.
AUTOCAT	75793700	2717704	Arrow International, Inc.
AUTOCAT2WAVE	78408833	3031561	Arrow International, Inc.
AUTOPILOT	85561308	4210039	Arrow International, Inc.
BLUE FLEXTIP	73788521	1668396	Arrow International, Inc.
CANNON	78432296	3049017	Arrow International, Inc.
CARDIOTHANE	85394739	4145704	Arrow International, Inc.
CATH-GARD	78571706	3167527	Arrow International, Inc.
Design Only	75215972	2213729	Arrow International, Inc.
Design Only	75215973	2875842	Arrow International, Inc.
Design Only	75245595	2208091	Arrow International, Inc.
FIBEROPTIX	78433678	3099491	Arrow International, Inc.
FLEXBLOCK	85222914	4301883	Arrow International, Inc.
FLEXTIP	85159082	4502027	Arrow International, Inc.
FLEXTIP PLUS	74396331	1936297	Arrow International, Inc.
GLIDETHRU	85377307	4317849	Arrow International, Inc.
HANDS-OFF	73714495	1520722	Arrow International, Inc.
HEMOHOPPER	77654799	3775970	Arrow International, Inc.

MYDIALYSISCARE.COM	77171668	3355955	Arrow International, Inc.
NEXTSTEP	77023552	3595291	Arrow International, Inc.
PLEURA-SEAL	73643513	1454099	Arrow International, Inc.
PTD	75276938	2559041	Arrow International, Inc.
QUICKFLASH	74407501	1866314	Arrow International, Inc.
REDIGUARD	77078180	3293315	Arrow International, Inc.
RIC	74396401	1837364	Arrow International, Inc.
SECONDSITE	85429397	4415319	Arrow International, Inc.
SHARPSAWAY	74396348	1836685	Arrow International, Inc.
SLIC	74560342	1914745	Arrow International, Inc.
SMARTSEAL	78635280	3240574	Arrow International, Inc.
SNAPTEAR	77815276	3901549	Arrow International, Inc.
STIMUQUIK	78367551	3046882	Arrow International, Inc.
SUPER ARROW-FLEX	78508256	3028607	Arrow International, Inc.
SUREBLOCK	77653263	3773048	Arrow International, Inc.
TAPERFREE	85375105	4359384	Arrow International, Inc.
THERACATH	74396349	1837795	Arrow International, Inc.
TWIN CATH	73701614	1497571	Arrow International, Inc.
ULTRA 8	75931900	2541455	Arrow International, Inc.
ULTRAQUIK	85179681	4347136	Arrow International, Inc.
USERGARD	74396394	1903486	Arrow International, Inc.
VESSEL HEALTH AND PRESERVATION	85420218	4119855	Arrow International, Inc.
WAVE	78430895	3031625	Arrow International, Inc.
PROACTIVE COUNTERPULSATION	78835469	3332225	Arrow International, Inc.
STIMUCATH	76041431	2711737	Arrow International, Inc.