

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Applied Medical Resources Corporation		04/17/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	3950 Regent Blvd.
Internal Address:	Citibank, N.A.
City:	Irving
State/Country:	TEXAS
Postal Code:	75063-2244
Entity Type:	National Association - United States: TEXAS

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	1801984	SPARTAN
Registration Number:	1810631	ACUCISE
Registration Number:	1863112	APPLIED MEDICAL RESOURCES
Registration Number:	1918768	SURESEAL
Registration Number:	1945609	APPLIED MEDICAL
Registration Number:	2086646	CONVERTIBLE
Registration Number:	2209827	UNIVERSAL
Registration Number:	2334906	DURAGOLD
Registration Number:	2416183	SYNTEL
Registration Number:	2547697	AEROSTAT
Registration Number:	2580041	
Registration Number:	2585370	FOR OCCLUSION WHERE SPACE IS AT A PREMIUM
Registration Number:	2643788	APPLIED 7-10

OP \$1065.00 1801984

Registration Number:	2649711	LATIS
Registration Number:	2655292	SL-6
Registration Number:	2684546	TIGOLD
Registration Number:	2712706	STEALTH
Registration Number:	2732901	GELPORT
Registration Number:	2751011	FORTE
Registration Number:	2759214	APPLIED
Registration Number:	2795379	
Registration Number:	2832889	ALEXIS
Registration Number:	2843520	GELSEAL
Registration Number:	2848961	SEPARATOR
Registration Number:	2870277	UROWIRE
Registration Number:	2908047	PYTHON
Registration Number:	3123959	SEQUENTIAL HELIX
Registration Number:	3136674	DIRECT DRIVE
Registration Number:	3225750	SILHOUETTE
Registration Number:	3257164	KII
Registration Number:	3409848	FIOS
Registration Number:	3643116	360°
Registration Number:	3667895	SILHOUETTE. IDEAL.
Registration Number:	3684504	PROTERRA
Registration Number:	3726246	INZII
Registration Number:	3753284	GELPOINT
Registration Number:	3765303	PROTERRA
Registration Number:	3773372	
Registration Number:	4003888	EPIX
Registration Number:	4041052	FIBRA
Serial Number:	77833003	VOYANT
Serial Number:	85359435	GELSEAL

CORRESPONDENCE DATA

Fax Number: 3127069000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-701-8352

Email: ejpalmer@mayerbrown.com, driley@mayerbrown.com,
ipdocket@mayerbrown.com

TRADEMARK
REEL: 004765 FRAME: 0053

Correspondent Name: Erick J. Palmer
Address Line 1: P.O. Box 2828
Address Line 2: Mayer Brown LLP
Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	11296063
NAME OF SUBMITTER:	Erick J. Palmer
Signature:	/EJP/
Date:	04/26/2012

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2012 (this "Agreement"), between APPLIED MEDICAL RESOURCES CORPORATION, a California corporation (the "Assignor"), in favor of Citibank, N.A. (the "Assignee"), as administrative agent for various financial institutions (collectively, the "Lenders") providing financing for the Assignor.

W I T N E S S E T H:

WHEREAS, the Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Scheduled Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated as of April 17, 2012 (the "Security Agreement"), in favor of the Assignee, for its benefit and the benefit of the Lenders and other secured parties (collectively, the "Secured Parties");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, internet domain names, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Annex I attached hereto (as such Annex may be amended or supplemented from time to time); (b) all Trademark licenses, including each Trademark license referred to in Item B of Annex I attached hereto (as such Annex may be amended or supplemented from time to time); (c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above; (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Assignor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Annex I attached hereto (as such Annex may be amended or supplemented from time to time), or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license (collectively, the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agrees as follows:

(a) The Assignor does hereby pledge and collaterally assign unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Secured Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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.

(c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignor may modify this Agreement (after obtaining the Assignee's approval) by amending Annex I attached hereto to include reference to any right, title or interest of the Assignor in any additional Trademarks or to delete any reference to any Scheduled Trademarks in which the Assignor no longer has any right, title or interest.

(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

APPLIED MEDICAL RESOURCES
CORPORATION, as Assignor

By: _____
Name: *Samir Tull*
Title: *CFO*

CITIBANK, N.A., as Assignee

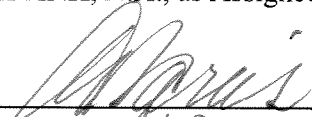
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

APPLIED MEDICAL RESOURCES
CORPORATION, as Assignor

By: _____
Name:
Title:

CITIBANK, N.A., as Assignee

By:  _____
Name: Alison Davis
Title: Sr. VP

ANNEX I
to
Trademark Security Agreement

Item A. Trademarks

Owner	Country	MarkType	TrademarkName	RegNumber	RegDate	Trademark Status
AMR	BX	Trademark	APPLIED MEDICAL RESOURCES	510127	18-Feb-92	Registered
AMR	FR	Trademark	AMR	92406762	21-Feb-92	Registered
AMR	FR	Trademark	APPLIED MEDICAL RESOURCES	92 406764	31-Jul-92	Registered
AMR	US	Trademark	SPARTAN	1,801,984	2-Nov-93	Registered
AMR	US	Trademark	ACUCISE	1,810,631	14-Dec-93	Registered
AMR	US	Trademark	APPLIED MEDICAL RESOURCES	1,863,112	15-Nov-94	Registered
AMR	AU	Trademark	APPLIED MEDICAL	666,748	17-Jul-95	Registered
AMR	US	Trademark	SURESEAL	1,918,768	12-Sep-95	Registered
AMR	US	Trademark	APPLIED MEDICAL	1,945,609	2-Jan-96	Registered
AMR	US	Trademark	CONVERTIBLE	2,086,646	5-Aug-97	Registered
AMR	JP	Trademark	APPLIED MEDICAL	4100404	9-Jan-98	Registered
AMR	US	Trademark	UNIVERSAL	2,209,827	8-Dec-98	Registered
AMR	JP	Trademark	PYTHON	4222910	18-Dec-98	Registered
AMR	EM	Trademark	APPLIED MEDICAL	309872	19-May-99	Registered
AMR	EM	Trademark	PYTHON	493452	8-Sep-99	Registered
AMR	US	Trademark	DURAGOLD	2,334,906	28-Mar-00	Registered
AMR	CA	Trademark	DURAGOLD	538,271	5-Dec-00	Registered
AMR	US	Trademark	SYNTEL	2,416,183	26-Dec-00	Registered
AMR	EM	Trademark	DURAGOLD	493478	29-Jan-01	Registered
AMR	EM	Trademark	STEALTH	2,331,726	7-Aug-01	Registered
AMR	US	Trademark	AEROSTAT	2,547,697	12-Mar-02	Registered
AMR	US	Trademark	AMR LOGO DESIGN (Class 10)	2,580,041	11-Jun-02	Registered
AMR	US	Trademark	FOR OCCLUSION WHERE SPACE IS AT A PREMIUM	2,585,370	25-Jun-02	Registered
AMR	MX	Trademark	GELPORT	758,568	12-Aug-02	Registered
AMR	EM	Trademark	TIGOLD	2,352,037	23-Oct-02	Registered
AMR	AU	Trademark	AMR LOGO DESIGN	885,216	28-Oct-02	Registered
AMR	US	Trademark	APPLIED 7-10	2,643,788	29-Oct-02	Registered
AMR	US	Trademark	LATIS	2,649,711	12-Nov-02	Registered
AMR	EM	Trademark	AMR LOGO DESIGN	2,334,902	19-Nov-02	Registered
AMR	US	Trademark	SL-6	2,655,292	3-Dec-02	Registered
AMR	JP	Trademark	GELPORT	4635282	10-Jan-03	Registered
AMR	AU	Trademark	GELPORT	914,639	13-Jan-03	Registered
AMR	US	Trademark	TIGOLD	2,684,546	4-Feb-03	Registered

AMR	US	Trademark	STEALTH	2,712,706	6-May-03	Registered
AMR	EM	Trademark	GELPORT	2465920	14-May-03	Registered
AMR	JP	Trademark	AMR LOGO DESIGN	4686624	27-Jun-03	Registered
AMR	US	Trademark	GELPORT	2,732,901	1-Jul-03	Registered
AMR	EM	Trademark	GELSEAL (trocars)	2 555 373	7-Aug-03	Registered
AMR	US	Trademark	FORTE	2,751,011	12-Aug-03	Registered
AMR	US	Trademark	APPLIED	2,759,214	2-Sep-03	Registered
AMR	JP	Trademark	TIGOLD	4713517	26-Sep-03	Registered
AMR	JP	Trademark	STEALTH	4,728,521	21-Nov-03	Registered
AMR	US	Service Mark	AMR LOGO DESIGN (CLASS 40)	2,795,379	16-Dec-03	Registered
AMR	CA	Trademark	TIGOLD	604,779	10-Mar-04	Registered
AMR	JP	Trademark	ALEXIS	4757672	19-Mar-04	Registered
AMR	US	Trademark	ALEXIS	2,832,889	13-Apr-04	Registered
AMR	CA	Trademark	GELPORT	609,652	6-May-04	Registered
AMR	US	Trademark	GELSEAL (trocars)	2,843,520	18-May-04	Registered
AMR	US	Trademark	SEPARATOR	2,848,961	1-Jun-04	Registered
AMR	EM	Trademark	ALEXIS	0 059 763	12-Jul-04	Registered
AMR	US	Trademark	UROWIRE	2,870,277	3-Aug-04	Registered
AMR	JP	Trademark	SEQUENTIAL HELIX	4796327	20-Aug-04	Registered
AMR	JP	Trademark	APPLIED MEDICAL RESOURCES	2637870	29-Sep-04	Registered
AMR	US	Trademark	PYTHON	2,908,047	7-Dec-04	Registered
AMR	CA	Trademark	AMR LOGO DESIGN	628,121	10-Dec-04	Registered
AMR	CA	Trademark	FORTE	630,352	17-Jan-05	Registered
AMR	EM	Trademark	UROWIRE	3 076 619	2-Mar-05	Registered
AMR	CA	Trademark	GELSEAL (trocars)	637,468	15-Apr-05	Registered
AMR	CA	Trademark	STEALTH	638,224	25-Apr-05	Registered
AMR	CA	Trademark	PYTHON	644,673	20-Jul-05	Registered
AMR	EM	Trademark	SEQUENTIAL HELIX	3 661 071	29-Sep-05	Registered
AMR	CA	Trademark	SEPARATOR	653,597	25-Nov-05	Registered
AMR	CA	Trademark	UROWIRE	655,432	20-Dec-05	Registered
AMR	AU	Trademark	SURESEAL	1064531	20-Feb-06	Registered
AMR	AU	Trademark	ACUCISE	1064532	20-Feb-06	Registered
AMR	AU	Trademark	FORTE	1064535	19-Jun-06	Registered
AMR	AU	Trademark	PROTERRA	1097180	26-Jun-06	Registered
AMR	AU	Trademark	SILHOUETTE	1074383	10-Jul-06	Registered
AMR	US	Trademark	SEQUENTIAL HELIX	3,123,959	1-Aug-06	Registered
AMR	US	Trademark	DIRECT DRIVE (TEXT ONLY)	3,136,674	29-Aug-06	Registered
AMR	EM	Trademark	SILHOUETTE	4 666 541	6-Oct-06	Registered
AMR	JP	Trademark	Kii	4995676	13-Oct-06	Registered
AMR	AU	Trademark	Kii	1121636	13-Nov-06	Registered
AMR	US	Trademark	SILHOUETTE	3,225,750	3-Apr-07	Registered
AMR	AU	Trademark	FIOS	1170351	10-Apr-07	Registered
AMR	EM	Trademark	PROTERRA (text only)	4 877 353	3-May-07	Registered

AMR	EM	Trademark	SILHOUETTE. IDEAL.	5 169 966	31-May-07	Registered
AMR	US	Trademark	Kii	3,257,164	26-Jun-07	Registered
AMR	EM	Trademark	FORTE	4 889 523	28-Jun-07	Registered
AMR	JP	Trademark	FIOS	5069976	10-Aug-07	Registered
AMR	MX	Trademark	ALEXIS	1,009,639	30-Oct-07	Registered
AMR	CA	Trademark	Kii	710,391	27-Mar-08	Registered
AMR	US	Trademark	FIOS	3,409,848	8-Apr-08	Registered
AMR	EM	Trademark	FIOS	5 823 307	11-Apr-08	Registered
AMR	AU	Trademark	SPACEGUARD	1243677	13-Oct-08	Registered
AMR	EM	Trademark	SPACEGUARD	6 958 524	6-Feb-09	Registered
AMR	AU	Trademark	INZII	1267026	2-Mar-09	Registered
AMR	EM	Trademark	INZII	7 312 473	14-May-09	Registered
AMR	US	Trademark	360° (plus logo design)	3,643,116	23-Jun-09	Registered
AMR	US	Trademark	SILHOUETTE. IDEAL.	3,667,895	11-Aug-09	Registered
AMR	CA	Trademark	FIOS	746,457	27-Aug-09	Registered
AMR	US	Trademark	PROTERRA	3,684,504	15-Sep-09	Registered
AMR	JP	Trademark	GELPOINT (Text only)	5284069	27-Nov-09	Registered
AMR	US	Trademark	INZII	3,726,246	15-Dec-09	Registered
AMR	AU	Trademark	GELPOINT (Text only)	1322574	25-Jan-10	Registered
AMR	JP	Trademark	GELPOINT LOGO DESIGN (Design only)	5298154	29-Jan-10	Registered
AMR	AU	Trademark	PROTERRA LOGO DESIGN (text & logo)	1326385	22-Feb-10	Registered
AMR	US	Trademark	GELPOINT (Text only)	3,753,284	23-Feb-10	Registered
AMR	AU	Trademark	GELPOINT LOGO DESIGN (Design only)	1327671	1-Mar-10	Registered
AMR	EM	Trademark	GELPOINT (Text only)	8 578 379	22-Mar-10	Registered
AMR	US	Trademark	PROTERRA LOGO DESIGN (text & logo)	3,765,303	23-Mar-10	Registered
AMR	US	Trademark	GELPOINT LOGO DESIGN (Design only)	3,773,372	6-Apr-10	Registered
AMR	EM	Trademark	GELPOINT LOGO DESIGN (Design only)	008627192	26-Apr-10	Registered
AMR	JP	Trademark	VOYANT	5335332	2-Jul-10	Registered
AMR	JP	Trademark	DIRECT DRIVE (TEXT ONLY)	5369848	19-Nov-10	Registered
AMR	EM	Trademark	Kii	5 177 241	19-Nov-10	Registered
AMR	AU	Trademark	VOYANT	1351708	22-Nov-10	Registered
AMR	CA	Trademark	PROTERRA LOGO DESIGN (text & logo)	787,043	12-Jan-11	Registered
AMR	CA	Trademark	GELPOINT (Text only)	790,149	9-Feb-11	Registered
AMR	JP	Trademark	PROTERRA LOGO DESIGN (text & logo)	5390407	10-Feb-11	Registered
AMR	EM	Trademark	VOYANT	8 968 356	10-Feb-11	Registered
AMR	CA	Trademark	GELPOINT LOGO DESIGN (Design only)	796956	9-May-11	Registered
AMR	AU	Trademark	EPIX	1413016	8-Jul-11	Registered

AMR	US	Trademark	EPIX	4,003,888	26-Jul-11	Registered
AMR	EM	Trademark	EPIX	9796211	22-Aug-11	Registered
AMR	US	Trademark	FIBRA	4,041,052	18-Oct-11	Registered
AMR	AU	Trademark	FIBRA	1436726	14-Nov-11	Registered
AMR	EM	Trademark	FIBRA	010155216	28-Dec-11	Registered
AMR	CA	Trademark	EPIX	819,548	8-Mar-12	Registered

Pending Trademark Applications

Grantor	Country	Trademark	Serial No.	Filing Date		
Owner	Country	MarkType	TrademarkName	Serial No.	FileDate	TrademarkStatus
AMR	US	Trademark	VOYANT	77/833,003	23-Sep-09	Published
AMR	EM	Trademark	PROTERRA LOGO DESIGN (text & logo)	8620536	16-Oct-09	Published
AMR	CA	Trademark	VOYANT	1,474,229	23-Mar-10	Published
AMR	MX	Trademark	AMR LOGO DESIGN	1243112	23-Jan-11	Pending
AMR	US	Trademark	GELSEAL (laparoscopic surgery)	85/359,435	29-Jun-11	Pending
AMR	MX	Trademark	APPLIED	1,195,282	15-Jul-11	Pending
AMR	CA	Trademark	FIBRA	1,535,748	18-Jul-11	Pending
AMR	JP	Trademark	FIBRA	2011-53546	28-Jul-11	Pending
AMR	CA	Trademark	GELSEAL (laparoscopic surgery)	1,557,199	20-Dec-11	Pending
AMR	AU	Trademark	GELSEAL (laparoscopic surgery)	1466198	20-Dec-11	Pending
AMR	JP	Trademark	GELSEAL (laparoscopic surgery)	2011-92070	21-Dec-11	Pending
AMR	EM	Trademark	GELSEAL (laparoscopic surgery)	010514446	21-Dec-11	Pending
AMR	MX	Trademark	APPLIED MEDICAL (with logo design)	1248408	10-Feb-12	Pending

Item B. Trademark Licenses

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date
NONE					