

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
ECA Medical Instruments		10/08/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Churchill Financial LLC
Street Address:	400 Park Avenue, Suite 1510
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3876623	ECA MEDICAL INSTRUMENTS
Registration Number:	3877048	ECA MEDICAL INSTRUMENTS
Registration Number:	3876731	ECA MEDICAL INSTRUMENTS
Serial Number:	85009869	ECA ORTHO
Serial Number:	85010717	TECADVANTAGE
Serial Number:	85012184	ELEGANT SOLUTIONS
Serial Number:	85531521	SPEEDECAP
Serial Number:	85538830	WICK AWAY

CORRESPONDENCE DATA

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

Phone: 3122014000  
 Email: kristina.bunker@goldbergkohn.com  
 Correspondent Name: Goldberg Kohn Ltd., c/o Kristina Bunker

OP \$215.00 3876623

Address Line 1: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6165.004
NAME OF SUBMITTER:	Kristina Bunker
Signature:	/kb/
Date:	11/12/2012

Total Attachments: 8  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 8, 2012, is made by ECA Medical Instruments, a California corporation ("Grantor"), in favor of Churchill Financial LLC ("Churchill"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and as sole Lead Arranger.

### WITNESSETH:

WHEREAS, Grantor, ECA Acquisition Holdings, Inc., the Lenders party thereto, the L/C Issuers party thereto and the Administrative Agent are parties to that certain Credit Agreement dated as of December 7, 2007 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, Grantor is party to that certain Guaranty and Security Agreement dated as of December 7, 2007 in favor of the Administrative Agent (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to continue to make their respective extensions of credit to the Borrower under the Credit Agreement, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral");

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4.      Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

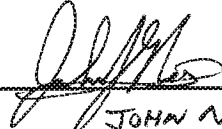
Section 5.      Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6.      Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

ECA MEDICAL INSTRUMENTS, as Grantor

By   
Name: JOHN NINO  
Title: PRESIDENT

ACCEPTED AND AGREED  
as of the date first above written:

CHURCHILL FINANCIAL LLC, as  
Administrative Agent

By \_\_\_\_\_  
Name:  
Title:

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

ECA MEDICAL INSTRUMENTS, as Grantor

By \_\_\_\_\_

Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

CHURCHILL FINANCIAL LLC, as  
Administrative Agent

By Thomas Hennigan

Name: Thomas Hennigan  
Title: Vice President

ACKNOWLEDGMENT

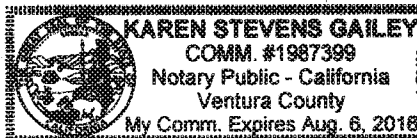
State of California )  
County of Ventura } ss.

On Oct 8, 2012 before me, Karen Stevens Gailey  
Notary Public, personally appeared John Joseph Wind

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Karen Stevens Gailey  
Signature

(seal)

OPTIONAL INFORMATION

Date of Document \_\_\_\_\_

Thumbprint of Signer

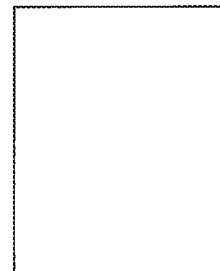
Type or Title of Document \_\_\_\_\_

Number of Pages in Document \_\_\_\_\_

Document in a Foreign Language \_\_\_\_\_

Type of Satisfactory Evidence:

- Personally Known with Paper Identification
- Paper Identification
- Credible Witness(es)



Capacity of Signer:

- Trustee
- Power of Attorney
- CEO / CFO / COO
- President / Vice-President / Secretary / Treasurer
- Other: \_\_\_\_\_

Check here if no thumbprint or fingerprint is available.

Other Information: \_\_\_\_\_

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS**

See attached Schedule of Trademarks.

**TRADEMARKS APPLICATIONS**

See attached Schedule of Trademarks.

**IP LICENSES**

None.



**Awarded Trademark Applications**

Application #	Description	Reference	Registration #
85/005,275	US T/M - "ECA Medical Instruments"	Name	US 3,876,623 File No. 37928-20002 (Luce)
85/014,132	US T/M - "Logo" - ECA Medical Instruments	3D Logo Image	US 3,877,048 File No. 37928-20009 (Luce)
85/006,750	US T/M - "Design" - ECA Medical Instruments	"Letterhead" Image	US 3,876,731 File No. 37928-20003 (Luce)

**Trademark Applications**

Application #	Description	Reference	File No.
85/009,869	US T/M - "ECA Ortho"	Name	20006 (Luce) 37928
85/010,717	US T/M - "iECA Advantage"	Name	File No. 37928-20004 (Luce)
85/012,184	US T/M - "Elegant Solutions"	Name	File No. 37928-20007 (Luce)
9417429	EU T/M - "Logo" - ECA Medical Instruments	Logo	File No. 044176.020011
9417544	EU T/M - "ECA Medical Instruments"	Name	File No. 044176.020010
85/531,521	US T/M - "SpeedECap"	Name	File No. 044176.020005

ECA MEDICAL INSTRUMENTS

PATENT/TRADENAME LOG

85/538,830

US T/M - "Wick Away"

Name

File No.  
044176.020006