

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Viking Systems, Inc. | | 06/11/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Administrative Agent | | |
| Street Address: | 1111 Fannin Street | | |
| Internal Address: | Floor 10 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77002 | | |
| Entity Type: | a national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4076429 | VIKING SYSTEMS | |
| Registration Number: | 4076428 | VIKING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124552502 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | (212) 455-7149 | | |
| Email: | jmull@stblaw.com | | |
| Correspondent Name: | Paul Rodriguez | | |
| Address Line 1: | 425 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 509265/1530 | | |
| NAME OF SUBMITTER: | J. Jason Mull | | |
| Signature: | /J. Jason Mull/ | | |

CH \$65.00 4076429

Date:

06/27/2013

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 11, 2013, is made by VIKING SYSTEMS, INC., a Delaware corporation, located at 134 Flanders Road, Westborough, MA 01581 (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of January 17, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CONMED CORPORATION, a New York corporation and parent of Obligor ("Parent Borrower"), the Foreign Subsidiary Borrowers from time to time parties thereto, the Lenders from time to time parties thereto, and the Agent.

WITNESSETH:

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, certain subsidiaries of the Borrowers 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, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Third Amendment to the Guarantee and Collateral Agreement dated as of January 17, 2013, the Obligor became a party to the Guarantee and Collateral Agreement as a Grantor and a Guarantor thereunder with the same force and effect as if originally named therein and expressly assumed all obligations and liabilities of a Grantor and a Guarantor thereunder;

WHEREAS, the Obligor 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 Obligor 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 Obligor 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 Obligor'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 such Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor 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 Obligor 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 original.

IN WITNESS WHEREOF, 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.

VIKING SYSTEMS, INC.

By  _____

Name: Heather L. Cohen, Esq.

Title: Executive Vice President, Human Resources,

Deputy General Counsel and Secretary

Date: 6/11/13

ACKNOWLEDGMENT OF OBLIGOR

STATE OF *New York*)
) ss
COUNTY OF *Oneida*)

On the 11th day of June, 2013, before me personally came Heather L. Cohen, who is personally known to me to be the Executive Vice President, Human Resources, Deputy General Counsel and Secretary of VIKING SYSTEMS, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Executive Vice President, Human Resources, Deputy General Counsel and Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

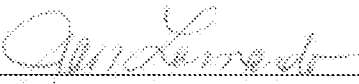
Michele A. Caiola

Notary Public

(PLACE STAMP AND SEAL ABOVE)

MICHELE A. CAIOLA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA3068679
Appointed in Herkimer County
Commission Expires November 4, 2014

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

By: 
Name: Jean Lamure
Title: Underwriter III
Date: 6/11/2013

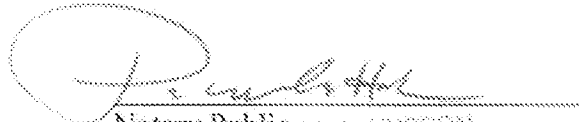
[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005058 FRAME: 0393

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF Columbia)

On the 11th day of June, 2003, before me personally came Janet Henrich, who is personally known to me to be the Underwriter of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Authorized Signer in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.



Notary Public: L.A.A. HUDSON
Notary Public, State Of New York
No. 01H136072810
Qualified in Madison County
Commission Expires 4/1/13

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

| <u>Trademark</u> | <u>Registration or Serial Number</u> |
|------------------|--------------------------------------|
| VIKING SYSTEMS | 4,076,429 |
| VIKING | 4,076,428 |