

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367957

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SURGIQUEST, INC.		01/04/2016	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3652736	AIRSEAL
Registration Number:	3463852	ANCHORPORT
Registration Number:	3658853	SURGIQUEST
Registration Number:	4279121	S
Serial Number:	85874871	DUOPOINT
Serial Number:	86319708	LOW IMPACT LAPAROSCOPY
Serial Number:	86366586	LOW IMPACT INSTRUMENTS
Serial Number:	86319709	LOW IMPACT SURGERY
Serial Number:	86459705	LOW IMPACT
Serial Number:	86583852	

CORRESPONDENCE DATA

Fax Number: 6502515002

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: 6502515106

Email: jmull@stblaw.com

Correspondent Name: Amber Harezlak

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

TRADEMARK

ATTORNEY DOCKET NUMBER:	509265/1721
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	01/05/2016

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 4, 2016, is made by SURGIQUEST, INC., a Delaware corporation, located at 488 Wheelers Farms Road, Milford, Connecticut, 06461 (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, Illinois 60603, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Fifth Amended and Restated Credit Agreement, dated as of January 4, 2016 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CONMED CORPORATION (the “Parent Borrower”), the Foreign Subsidiary Borrowers from time to time parties thereto, the Lenders from time to time parties thereto, and the Agent.

W I T N E S S E T H:

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, the Parent Borrower and certain of its subsidiaries 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 from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Assumption Agreement, dated as of January 4, 2016, made by the Grantor in favor of the Agent, the Grantor became a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and a Guarantor;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent a security interest in certain property owned by the Grantor; and

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

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

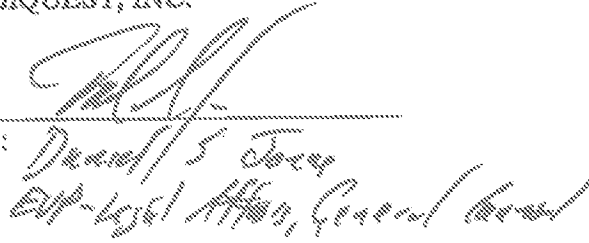
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SURGIQUEST, INC.

By: _____

Name: _____

Title: _____

Handwritten signature and title of a representative of Surgiquest, Inc. The signature is written in cursive and appears to be "D. J. ...". The title is written in cursive and appears to be "President".

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

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.


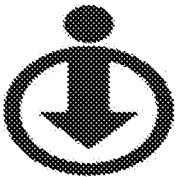
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: Jean Lamardo
Name: Jean Lamardo
Title: Senior Underwriter

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

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark Name	Applicant/Registrant	Application Number	Application Date	Registration Number	Registration Date
AIRSEAL	SurgiQuest, Inc.	78/928,299	Jul. 12, 2006	3,652,736	Jul. 7, 2009
ANCHORPORT	SurgiQuest, Inc.	77/255,206	Aug. 14, 2007	3,463,852	Jul. 8, 2008
SURGIQUEST	SurgiQuest, Inc.	77/325,107	Nov. 8, 2007	3,658,853	Jul. 21, 2009
	SurgiQuest, Inc.	85/638,685	May 30, 2012	4,279,121	Jan. 22, 2013
DUOPORT	SurgiQuest, Inc.	85/874,871	Mar. 13, 2013	N/A	N/A
LOW IMPACT LAPAROSCOPY	SurgiQuest, Inc.	86/319,708	Jun. 25, 2014	N/A	N/A
LOW IMPACT INSTRUMENTS	SurgiQuest, Inc.	86/366,586	Aug. 14, 2014	N/A	N/A
LOW IMPACT SURGERY	SurgiQuest, Inc.	86/319,709	Jun. 25, 2014	N/A	N/A
LOW IMPACT	SurgiQuest, Inc.	86/459,705	Nov. 20, 2014	N/A	N/A
LOW IMPACT logo 	SurgiQuest, Inc.	86/583,852	Apr. 01, 2015	N/A	N/A

[Schedule A to Grant of Security Interest in Trademark Rights]