

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bentec Holdco, LLC		12/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LEGACYTEXAS BANK		
Street Address:	8411 Preston Road, Suite 600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4034605	BENTEC DR. CLEAN	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>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.</i>			
Phone:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	Charge to firm		
NAME OF SUBMITTER:	Jan Muennink		
SIGNATURE:	/jan muennink/		
DATE SIGNED:	02/10/2017		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this agreement, together with all amendments, restatements and modifications, this "Agreement"), dated as of December 29, 2016, is made by each of the Grantors party hereto (including any permitted successors and assigns, collectively, "Grantors" and each a "Grantor") in favor of LEGACYTEXAS BANK, as secured party ("Secured Party") for the benefit of each Secured Creditor.

BACKGROUND.

Secured Party, as Lender, and Bentec Holdco, LLC, a Delaware limited liability company, as Borrower, are entering into a Loan Agreement dated as of the date hereof (such agreement, together with all amendments, restatements and other modifications thereto, the "Loan Agreement").

In connection with the Loan Agreement, and to secure its obligations under the Loan Agreement, each Grantor is granting to Secured Party, for the benefit of Secured Creditors, a security interest in the entire right, title, and interest of such Grantor in and to certain property of such Grantor, whether now or hereafter existing, owned, arising or acquired, pursuant to the terms of that certain Security Agreement, dated as of the date hereof, by and among Grantors, certain other grantors from time to time party thereto, and Secured Party (such agreement, together with all amendments, restatements and other modifications thereto, the "Security Agreement").

It is the intention of the parties hereto that this Agreement create a first priority security interest in the Collateral (as defined herein) in favor of Secured Party for the benefit of Secured Creditors, all securing the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to (a) make the Loans under the Loan Agreement and to extend other credit and financial accommodations under the Loan Documents, and (b) make financial accommodations under Hedge Agreements and Cash Management Agreements, each Grantor hereby agrees with Secured Party, for the benefit of each Secured Creditor, as follows:

AGREEMENT

Each Grantor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Copyright Office" means the United States Copyright Office.

"Patent Office" means the United States Patent and Trademark Office.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. The rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, each Grantor hereby collaterally assigns, transfers, conveys, and grants to Secured Party a security interest in all of such Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which such Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) All of such Grantor's present and future Copyrights, including, without limitation, those listed in Schedule A to this Agreement;

(ii) All of such Grantor's present and future Patents, including, without limitation, those listed in Schedule B to this Agreement;

(iii) All of such Grantor's present and future Trademarks, including, without limitation, those listed in Schedule C to this Agreement;

(iv) All of such Grantor's right, title and interest in and to any and all present and future Licenses with respect to the Copyrights, the Patents, and the Trademarks;

(v) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights, the Patents, and the Trademarks; and

(vi) All cash and non-cash proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 10.

SECTION 3. Supplement to Loan Agreement and Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement and the other Loan Documents. The rights and remedies of Secured Party with respect to the security interests 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.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants to Secured Party that:

(a) Copyrights. A true and correct list of all of such Grantor's United States Copyrights is set forth in Schedule A.

(b) Patents. A true and correct list of all of such Grantor's United States Patents is set forth in Schedule B.

(c) Trademarks. A true and correct list of all of such Grantor's United States Trademarks is set forth in Schedule C.

SECTION 5. Authorization to Supplement. Each Grantor shall give Secured Party prompt notice of any additional United States Copyrights, Patents or Trademarks after the date hereof. Each Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedules A, B or C, as applicable, to include any future United States Copyrights, Patents, and Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A, B or C shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedules A, B or C.

SECTION 6. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, no Grantor may assign any of its rights or obligations under this Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, EXCEPT TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN TEXAS; PROVIDED THAT SECURED PARTY AND EACH SECURED CREDITOR SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

SECTION 8. Amendment. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 5 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement or any other Loan Document, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement and the other Loan Documents.

SECTION 9. Counterparts. This Agreement may be executed in multiple counterparts, each of which, for all purposes, shall be deemed an original (including electronic copies), and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Grantors' expense) shall promptly execute and deliver to Grantors such documents and instruments reasonably requested by Grantors as shall be necessary to evidence termination of all such security interests given by Grantors to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the Copyright Office or the Patent Office, as applicable.

SECTION 11. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

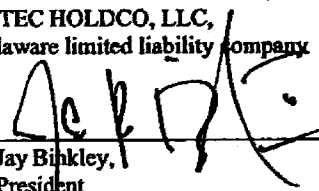
SECTION 13. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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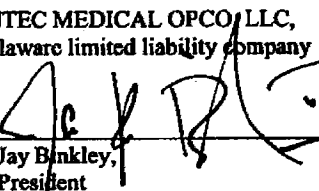
IN WITNESS WHEREOF, Grantors and Secured Party have executed this Agreement as of the date first above written.

GRANTORS:

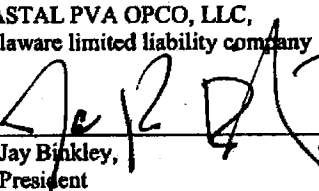
BENTEC HOLDCO, LLC,
a Delaware limited liability company

By: 
Jay Binkley,
President

BENTEC MEDICAL OPCO, LLC,
a Delaware limited liability company

By: 
Jay Binkley,
President

COASTAL PVA OPCO, LLC,
a Delaware limited liability company

By: 
Jay Binkley,
President

SECURED PARTY:

LEGACYTEXAS BANK

By: *Lindsey Burris*
Lindsey Burris
Assistant Vice President

SCHEDULE A

Copyrights

None.

SCHEDULE B

Patents

None.

SCHEDULE C

Trademarks

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
Bentec Medical OpCo, LLC	Owner	Bentec Dr. Clean	4034605	010	US 026, 039, 044	October 4, 2011	USA