

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543817

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NeoTract, Inc.		09/25/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	IL1-1145/54/63, P.O. BOX 6026		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5256109	UROLIFT	
<b>Registration Number:</b>	3609328	UROLIFT	
<b>Registration Number:</b>	3600304	NEOTRACT	
<b>Serial Number:</b>	88270479	O	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	049067-0087		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/ATK/		
<b>DATE SIGNED:</b>	10/03/2019		
<b>Total Attachments: 5</b>			

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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Grant”) is made effective as of September 25, 2019, by and from NeoTract, Inc., a Delaware corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, TELEFLEX INCORPORATED (the “Company”), the other Loan Parties, the Lenders, and the Grantee have entered into that certain Second Amended and Restated Credit Agreement, dated as of April 5, 2019 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, certain Subsidiaries of the Company have guaranteed the repayment of the Obligations pursuant to the Credit Agreement;

WHEREAS, the Company and certain of its Subsidiaries, including the Grantor, have entered into that certain Amended and Restated Security Agreement, dated as of April 5, 2019 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, the Grantor owns certain Trademarks which are applied for or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement, or if not defined therein, in the Security Agreement.

2) The Security Interest.

(a) This Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the satisfaction of the Final Release Conditions (as defined in the Subsidiary Guaranty), this Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest, whether now owned or hereafter acquired, in and to all (i) United States Trademarks , including the foregoing listed on Exhibit A; (ii) all renewals of the foregoing; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present, and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and

future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world.

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Grant shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest 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. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.


4) Governing Law. **THIS GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Grant.

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IN WITNESS WHEREOF, the Grantor has executed this Grant effective as of the date first written above.

NEOTRACT, INC.,  
as Grantor

By:   
Name: Jake Elguicze  
Title: Vice President and Treasurer

Signature Page for  
Grant of Security Interest in United States Trademarks

TRADEMARK  
REEL: 006763 FRAME: 0490

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: Tracy Martinov

Name: Tracy Martinov

Title: Authorized Signatory

Signature Page for  
Grant of Security Interest in United States Trademarks

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**TRADEMARK**  
**REEL: 006763 FRAME: 0491**

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks

Trademark	Serial No.	Registration No.	Owner
O	88270479		NeoTract, Inc.
UROLIFT	87296231	5256109	NeoTract, Inc.
UROLIFT	77184568	3609328	NeoTract, Inc.
NEOTRACT	78795323	3600304	NeoTract, Inc.