

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
IZI Medical Products, LLC	08/02/2013
RECEIVING PARTY DATA	
Name:	BMO Harris Bank N.A.
Street Address:	111 W. Monroe Street-5E
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	61820282
Application Number:	13408387
Application Number:	61820279
Application Number:	13408651
CORRESPONDENCE DATA	
Fax Number:	2029068669
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2029068790
Email:	smckeon@dykema.com
Correspondent Name:	Shannon Marie McKeon
Address Line 1:	1300 I Street, N.W.
Address Line 2:	Suite 300
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	105221.0049
NAME OF SUBMITTER:	Shannon Marie McKeon

CH \$160.00 61820282

Signature:	/Shannon Marie McKeon/
Date:	08/07/2013
Total Attachments: 7 source=Executed Supplemental Patent Security Agreement (IZI)#page1.tif source=Executed Supplemental Patent Security Agreement (IZI)#page2.tif source=Executed Supplemental Patent Security Agreement (IZI)#page3.tif source=Executed Supplemental Patent Security Agreement (IZI)#page4.tif source=Executed Supplemental Patent Security Agreement (IZI)#page5.tif source=Executed Supplemental Patent Security Agreement (IZI)#page6.tif source=Executed Supplemental Patent Security Agreement (IZI)#page7.tif	

PATENT SECURITY AGREEMENT (SUPPLEMENTAL)

THIS PATENT SECURITY AGREEMENT (SUPPLEMENTAL) (this "Patent Security Agreement") dated as of August 2, 2013, is by IZI MEDICAL PRODUCTS, LLC, a Delaware limited liability company (the "Grantor"), in favor of BMO HARRIS BANK N.A., as Administrative Agent, for the benefit of itself, its successors and assigns, the Lenders, as defined below, and the L/C Issuer, as defined in the Credit Agreement referenced below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Grantor is a party to that certain Credit Agreement dated as of November 14, 2011, as amended and as amended and restated by that certain Amended and Restated Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the other "Borrowers" (as defined therein), the lenders from time to time party thereto (collectively, the "Lenders") and BMO Harris Bank N.A., as Administrative Agent and L/C Issuer, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor and the other Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor entered into that certain Joinder to Guaranty and Security Agreement dated as of November 18, 2011 with the Administrative Agent pursuant to which the Grantor assumed all the obligations of a Grantor under that certain Guaranty and Security Agreement dated as of November 14, 2011 as amended and restated by that certain Amended and Restated Guaranty and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Patent Security Agreement;

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

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

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

2.1 each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;

2.2 each patent license, including, without limitation, each patent license listed on Schedule 1 annexed hereto; and

2.3 all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 annexed hereto.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Patent Security Agreement and the Security Agreement, the Security Agreement shall control. This Patent Security Agreement is supplemental to, and not in replacement of, the Patent Security Agreement dated as of November 14, 2011 between the Grantor and the Administrative Agent and nothing contained herein shall be deemed to in any manner impair or replace the security interests granted in favor of the Administrative Agent in the Trademark Collateral described therein pursuant thereto.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa.

Section 5. Counterparts. This Patent Security 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.

[Remainder of page intentionally left blank; signature pages follow]

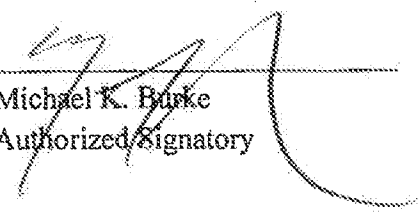
IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IZI MEDICAL PRODUCTS, LLC

By: _____

Name: Michael K. Burke

Title: Authorized Signatory

A handwritten signature in black ink, appearing to read 'M. K. Burke', is written over a horizontal line. The signature is stylized and extends to the right of the line.

Acknowledged:

BMO HARRIS BANK N.A., as
Administrative Agent

By: 

Name: Kristina Burden

Title: Director

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Patents

United States Applications and Patents

TITLE	APP. NO / PAT. NO	FILING/ISSUE DATE
RAPID DISTRIBUTION METHOD AND APPARTUS FOR RETRO-REFLECTIVE MARKERS	61,820,282/PENDING	05/07/13/PENDING
PACKAGING FOR RETRO-REFLECTIVE MARKERS	13,408,387/PENDING	02/29/12/PENDING
NOVEL PACKAGING APPARATUS AND METHODS FOR RETRO-REFLECTIVE MARKERS	61,820,279/PENDING	05/07/13/PENDING
PROTECT COVER FOR MEDICAL DEVICE HAVING ADHESIVE MECHANISM	13,408,651/PENDING	02/29/12/PENDING

Patent Licenses

NONE.

ACKNOWLEDGEMENT OF GRANTOR

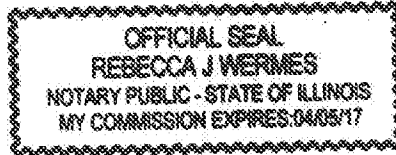
STATE OF Illinois)
COUNTY OF Cook)^{ss.}

I Rebecca J Wermes, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael K. Burke, authorized signatory of IZI Medical Products, LLC, a Delaware limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of August, 2013.

Rebecca J Wermes
Notary Public

My Commission Expires: 4/5/17



STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I LILLIE M BERGER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kristina Burden, a Director of BMO HARRIS BANK N.A., a national banking association, as Administrative Agent, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of August, 2013.

Lillie M Berger
Notary Public

My Commission Expires: October 24, 2015

