

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
Surgical Specialties Corporation	08/22/2013
RECEIVING PARTY DATA	
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6592608
Patent Number:	8080027
CORRESPONDENCE DATA	
Fax Number:	3129939767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3129932647
Email:	zeynep.gieseke@lw.com
Correspondent Name:	Zeynep Gieseke
Address Line 1:	233 S. Wacker Drive, Suite 5800
Address Line 2:	c/o Latham & Watkins LLP
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	030786-0578
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	08/22/2013

CH \$80.00 6592608

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of August 22, 2013 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each a "Grantor" and collectively, the "Grantors") in favor of Credit Suisse AG, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of August 22, 2013 by and among Surgical Specialties Corporation (US), Inc., as Borrower, Credit Suisse AG, as Administrative Agent and Collateral Agent, the Lenders party thereto, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantors entered into a Guarantee and Collateral Agreement dated as of August 22, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between each of the Grantors and the Collateral Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor agreed to execute this Agreement in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest

Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent 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 Secured Obligations:

(a) all of such Grantor's right, title and interest in and to all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the

foregoing, including, without limitation, (i) each patent and patent application listed on Schedule A, (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

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

**SURGICAL SPECIALTIES CORPORATION,
as Grantor**

By: 


Jay Dent, Chief Financial Officer


[Signature page to Patent Security Agreement]

**PATENT
REEL: 031076 FRAME: 0041**

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: CHRISTOPHER DAY
Title: AUTHORIZED SIGNATORY

By: 
Name: Tyler R. Smith
Title: Authorized Signatory

[Signature page to Patent Security Agreement]

PATENT
REEL: 031076 FRAME: 0042

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

See attached

Patents

Owner (Grantor)	Title	Filing Date	Issue Date	Status	Application No.	Patent No.	CountryName
Surgical Specialties Corporation (US), Inc.	BIOABSORBABLE SEALANT	06-Dec-02	17-Jun-08	Granted	2469001	2469001	Canada
Surgical Specialties Corporation (US), Inc.	BIOABSORBABLE SEALANT	06-Dec-02	12-Mar-10	Granted	2003-550651	4471342	Japan
Surgical Specialties Corporation (US), Inc.	BIOABSORBABLE SEALANT	01-Dec-01	15-Jul-03	Granted	09/683282	6592608	United States of America
Surgical Specialties Corporation (US), Inc.	SEALANT PLUG DELIVERY METHODS	21-Nov-03	15-Jan-03	Granted	2507950	2507950	Canada
Surgical Specialties Corporation (US), Inc.	SEALANT PLUG DELIVERY METHODS	21-Nov-03		Pending	2797654		Canada
Surgical Specialties Corporation (US), Inc.	SEALANT PLUG DELIVERY METHODS	21-Nov-03		Published	03783721.8		European Patent Convention
Surgical Specialties Corporation (US), Inc.	SEALANT PLUG DELIVERY METHODS	31-Dec-02	14-Sep-04	Granted	10/248261	6790185	United States of America
Surgical Specialties Corporation	SURGICAL KNIFE BLADE WITH HOLLOW BEVEL	14-Oct-04	28-Oct-10	Granted	2004323587	2004323587	Australia
Surgical Specialties Corporation	SURGICAL KNIFE BLADE WITH HOLLOW BEVEL	14-Oct-04		Allowed	2580724		Canada
Surgical Specialties Corporation	SURGICAL KNIFE BLADE WITH HOLLOW BEVEL	14-Oct-04	25-Mar-09	Granted	04795084.5	1809219	Czech Republic
Surgical Specialties Corporation	SURGICAL KNIFE BLADE WITH HOLLOW BEVEL	14-Oct-04	25-Mar-09	Granted	04795084.5	1809219	France
Surgical Specialties Corporation	SURGICAL KNIFE BLADE WITH HOLLOW BEVEL	14-Oct-04	25-Mar-09	Granted	04795084.5	1809219	Germany
Surgical Specialties Corporation	SURGICAL KNIFE BLADE WITH HOLLOW BEVEL	14-Oct-04	25-Mar-09	Granted	04795084.5	1809219	Ireland
Surgical Specialties Corporation	SURGICAL KNIFE BLADE WITH HOLLOW BEVEL	14-Oct-04	25-Mar-09	Granted	04795084.5	1809219	Netherlands
Surgical Specialties Corporation	SURGICAL KNIFE BLADE WITH HOLLOW BEVEL	14-Oct-04	25-Mar-09	Granted	04795084.5	1809219	United Kingdom
Surgical Specialties Corporation	SURGICAL KNIFE BLADE WITH HOLLOW BEVEL	15-Sep-04	20-Dec-11	Granted	10/942437	8080027	United States of America
Surgical Specialties Corporation	SURGICAL KNIFE	11-May-13		Pending	Not available		United States of America