

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2885008

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	YOUNG COLORADO, LLC	05/30/2014
RECEIVING PARTY DATA		
Name:	ARES CAPITAL CORPORATION, AS AGENT	
Street Address:	245 PARK AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10167	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	5732862
CORRESPONDENCE DATA		
Fax Number:	(312)558-5700	
<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:	312 558-6352	
Email:	lkonrath@winston.com	
Correspondent Name:	LAURA KONRATH	
Address Line 1:	35 W WACKER DRIVE	
Address Line 2:	WINSTON & STRAWN LLP, SUITE 4200	
Address Line 4:	CHICAGO, ILLINOIS 60601	
ATTORNEY DOCKET NUMBER:	13322-8	
NAME OF SUBMITTER:	LAURA KONRATH	
SIGNATURE:	/Laura Konrath/	
DATE SIGNED:	06/05/2014	
Total Attachments: 5		
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SECOND LIEN PATENT SECURITY AGREEMENT

THIS SECOND LIEN PATENT SECURITY AGREEMENT (this “**Agreement**”) made as of this 30th day of May, 2014 by YOUNG COLORADO, LLC, a Delaware limited liability company (“**Grantor**”), in favor of ARES CAPITAL CORPORATION, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Young Innovations, Inc., a Missouri corporation and the parent of Grantor as “Borrower”, the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Second Lien Credit Agreement dated as of May 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Second Lien Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor, the Borrower and the other loan parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by joinder, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral (as defined below) made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in

Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (i.) each Patent listed on Schedule A annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof, all patentable inventions and all inventions and improvements described and claimed thereon; and
- (ii.) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Termination. This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Obligations (as defined in the Credit Agreement). Upon the termination of this Agreement, Grantee shall, at Grantor's sole cost and expense, execute all customary documents, make all filings, and take all other actions reasonably requested by Grantor, all in form reasonably satisfactory to Grantee, to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein, all without representation or warranty.

4. Counterparts. This 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 document.

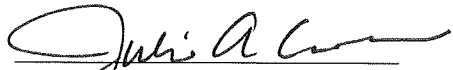
5. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Agent pursuant to or in connection with this Agreement, certain terms of this Agreement and the exercise of certain rights and remedies by the Agent in connection herewith are subject to the provisions of the Intercreditor Agreement dated as of May 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Madison Capital Funding LLC, as the First Lien Agent, Ares Capital Corporation, as Second Lien Agent, and the Loan Parties. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

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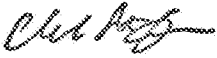
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

YOUNG COLORADO, LLC, a Delaware limited liability company

By: 
Name: Julia Carter
Title: Vice President and Assistant Secretary

Agreed and Accepted
As of the Date First Written Above:

ARES CAPITAL CORPORATION,
as Agent

By: 
Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

Schedule A

Patent Registrations

Application Title	Status	App. #	Filing Date	Patent #	Issue Date	Current Owner/ Applicant
MATERIAL HOLDING APPARATUS WITH INTEGRATED FINGER MOUNT	Granted	08/800,754	14-Feb- 1997	5732862	31-Mar- 1998	Young Colorado, LLC