### 504009204 09/16/2016

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4055861

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Execution Date
THOMAS MEDICAL PRODUCTS, INC.	09/16/2016

#### **RECEIVING PARTY DATA**

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	1525 WEST W.T. HARRIS BLVD.
Internal Address:	MAC D1109-019
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	7462167

#### **CORRESPONDENCE DATA**

**Fax Number:** (704)373-8822

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ATTORNEY DOCKET NUMBER:	2029724-0503
NAME OF SUBMITTER:	BETTY G. SMITH
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	09/16/2016

#### **Total Attachments: 5**

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#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") dated as of September 16, 2016 is entered into by and between THOMAS MEDICAL PRODUCTS, INC., a Pennsylvania corporation (the "Grantor"), having its chief executive office at 65 Great Valley Parkway, Malvern, Pennsylvania 19355 WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., MAC D1109-019, Charlotte, North Carolina 28262, for the benefit of the banks and other financial institutions (the "Lenders") from time to time parties to that certain Second Amended and Restated Credit Agreement, dated as of July 6, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Amended and Restated Collateral Agreement dated as of July 6, 2016 by and among Merit Medical Systems, Inc. (the "Borrower"), certain Subsidiaries of the Borrower party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Patent and all of the goodwill of the business connected with the use of, and symbolized by, each Patent of the Grantor, including, without limitation, each Patent described on Schedule A;
- (ii) each Patent License, including, without limitation, each Patent License described on Schedule B;
- (iiiii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Patent, including, without limitation, any Patent described on Schedule A or under any Patent License described on Schedule B, (b) injury to the goodwill associated with any Patent or Patent License or (c) breach or enforcement of any Patent License; and
  - (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of day and year first written above.

THOMAS MEDICAL PRODUCTS, INC., as Grantor

Name: Bernard Birkett

Title: Chief Financial Officer

Merit Medical Systems, Inc. Patent Security Agreement Signature Page Agreed and Accepted as of the 16th day of September, 2016.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

Name: Jared Myres

Title: Vice President

Merit Medical Systems, Inc. Patent Security Agreement Signature Page

# Schedule A to Patent Security Agreement

# **Patents**

U.S. Patent No.	Application Number	File Date	Issue Date	<u>Title</u>
7,462,167	11/043,783	2005-01-26	2008-12-09	CATHETER SHEATH
				SLITTER AND METHOD OF
				USE

# Schedule B to Patent Security Agreement

Patent Licenses

None.

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**RECORDED: 09/16/2016**