

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4019339

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | FIRST LIEN SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| BEAVER-VISITEC INTERNATIONAL, INC. | 08/19/2016 |
| RECEIVING PARTY DATA | |
| Name: | UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT |
| Street Address: | 600 WASHINGTON BOULEVARD |
| Internal Address: | 9TH FLOOR |
| City: | STAMFORD |
| State/Country: | CONNECTICUT |
| Postal Code: | 06901 |
| PROPERTY NUMBERS Total: 8 | |
| Property Type | Number |
| Patent Number: | 5830171 |
| Patent Number: | 6527780 |
| Patent Number: | 6183436 |
| Patent Number: | 6711879 |
| Patent Number: | 6997868 |
| Application Number: | 13084789 |
| Application Number: | 13314371 |
| Application Number: | 14966151 |
| CORRESPONDENCE DATA | |
| Fax Number: | (302)636-5454 |
| <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: | 202-408-3121 X62348 |
| Email: | jean.paterson@cscglobal.com |
| Correspondent Name: | CORPORATION SERVICE COMPANY |
| Address Line 1: | 1090 VERMONT AVENUE NW, SUITE 430 |
| Address Line 4: | WASHINGTON, D.C. 20005 |
| ATTORNEY DOCKET NUMBER: | 263920-1 |
| NAME OF SUBMITTER: | JEAN PATERSON |

| | |
|---|------------|
| SIGNATURE: | /jep/ |
| DATE SIGNED: | 08/23/2016 |
| Total Attachments: 5 source=8-23-16 Beaver-Visitec 1-PT#page1.tif source=8-23-16 Beaver-Visitec 1-PT#page2.tif source=8-23-16 Beaver-Visitec 1-PT#page3.tif source=8-23-16 Beaver-Visitec 1-PT#page4.tif source=8-23-16 Beaver-Visitec 1-PT#page5.tif | |

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is entered into as of August 19, 2016, by and among **BEAVER-VISITEC INTERNATIONAL, INC.**, a Massachusetts corporation (“Grantor”) and **UBS AG, STAMFORD BRANCH**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of August 19, 2016 (as it may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor:

- (a) Patents of Grantor listed on Schedule I attached hereto constituting Collateral; and
- (b) all proceeds of any and all of the foregoing.

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 Collateral Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 to this Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, 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.

BEAVER-VISITEC INTERNATIONAL, INC.

By: _____



Name: Harlan Harris

Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 039781 FRAME: 0473

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____

Name:

Title:

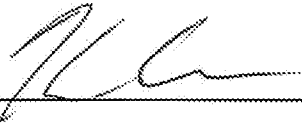


Darlene Arias
Director

By: _____

Name:

Title:



Kenneth Chin
Director
Banking Products Services, US

[Signature Page to First Lien Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
UNITED STATES PATENT REGISTRATIONS AND PATENT APPLICATIONS

| Title | Patent Number | Registration (Application) Date | Owner |
|--|------------------------|--|------------------------------------|
| PUNCTAL OCCLUDER | 5830171 (08/909839) | 12-Aug-97 | BEAVER-VISITEC INTERNATIONAL, INC. |
| MEDICAL IMPLANT INSERTION SYSTEM | 6527780 (09/703103) | 31-Oct-00 | BEAVER-VISITEC INTERNATIONAL, INC. |
| ARTICLE FOR PACKING BODY CAVITIES | 6183436 (09/151870) | 11-Sep-98 | BEAVER-VISITEC INTERNATIONAL, INC. |
| METHOD FOR PRODUCING SURGICAL SPONGE DEVICES AND PRODUCT THEREOF | 6711879 (09/834688) | 13-Apr-01 | BEAVER-VISITEC INTERNATIONAL, INC. |
| AUTOCLAVABLE ENDOSCOPE | 6997868 (10/901252) | 27-Jul-04 | BEAVER-VISITEC INTERNATIONAL, INC. |
| LASER VIDEO ENDOSCOPE | (13/084789) | 12-Apr-11 | BEAVER-VISITEC INTERNATIONAL, INC. |
| LASER VIDEO ENDOSCOPE | (13/314371) | 8-Dec-11 | BEAVER-VISITEC INTERNATIONAL, INC. |
| LASER VIDEO ENDOSCOPE | (14/966151) | 11-Dec-15 | BEAVER-VISITEC INTERNATIONAL, INC. |