

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4102720

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
YOUNG PS ACQUISITIONS, LLC	10/18/2016
RECEIVING PARTY DATA	
Name:	GOLUB CAPITAL MARKETS LLC
Street Address:	150 S. WACKER DRIVE
Internal Address:	SUITE 500
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D438386
Patent Number:	D489184
Patent Number:	D502000
CORRESPONDENCE DATA	
Fax Number:	(404)572-3408
<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:	4045723408
Email:	mramic@kslaw.com
Correspondent Name:	MIA RAMIC KING AND SPALDING
Address Line 1:	1180 PEACHTREE STREET NE
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	24080.233005
NAME OF SUBMITTER:	/S/ MIA RAMIC
SIGNATURE:	/s/ Mia Ramic
DATE SIGNED:	10/18/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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AMENDED AND RESTATED PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this “**Agreement**”) made as of this 18th day of October, 2016 by YOUNG PS ACQUISITIONS, LLC, a Delaware limited liability company (“**Grantor**”), in favor of GOLUB CAPITAL MARKETS LLC, in its capacity as Agent (as successor in interest to Madison Capital Funding LLC pursuant to the Agreement Regarding Agency Resignation, Appointment and Acceptance dated as of even date herewith) 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 Amended and Restated Credit Agreement dated as of the date hereof (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 Amended and Restated 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.

WHEREAS, this Agreement amends and restates, in its entirety, the Patent Security Agreement, dated as of January 31, 2013, made among the Grantor and Madison Capital Funding LLC.

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 New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

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

YOUNG PS ACQUISITIONS, LLC, a Delaware
limited liability company

By: 
Name: John A. Carter
Title: Vice President

[Signature Page is A&B Patent Security Agreement -- Young PS Acquisitions, LLC]

Agreed and Accepted
As of the Date First Written Above:

GOLUB CAPITAL MARKETS LLC,
as Agent

By: 

Name: Marc C. Robinson
Title: Managing Director

Schedule A**Patent Registrations**

Application Title	Status	App. #	Filing Date	Patent #	Issue Date	Current Owner/ Applicant
TOOTHBRUSH	Granted	29/126,899	25-Jul-2000	D438386	06-Mar-2001	Young PS Acquisitions, LLC
TOOTHBRUSH	Granted	29/189,714	09-Sep-2003	D489184	04-May-2004	Young PS Acquisitions, LLC
TOOTHBRUSH	Granted	29/207,581	15-Jun-2004	D502000	22-Feb-2005	Young PS Acquisitions, LLC