

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONMED Corporation		06/11/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street
Internal Address:	Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3719552	AER DEFENSE
Registration Number:	3934851	ALTRUS
Registration Number:	3491376	APPLIED INGENUITY
Registration Number:	3667212	BEAMER
Registration Number:	2897402	BICAP
Registration Number:	3490276	BICAP SUPERCONDUCTOR
Registration Number:	3833976	DOLPHIN
Registration Number:	3859204	DOLPHIN MEDICAL
Registration Number:	3752273	ECOM
Registration Number:	3331815	ENTAKE
Registration Number:	1694202	ENTREE
Registration Number:	3238067	FLEXXUS
Registration Number:	3591170	GOLDVAC

CH \$615.00 3719552

Registration Number:	4035455	HYFRESURG OP
Registration Number:	3335947	LINK ASSISTANT
Registration Number:	2909053	ONEPORT
Registration Number:	3428509	ORBIT-SNARE
Registration Number:	2905049	PADPRO
Registration Number:	1225871	R2
Registration Number:	4049943	SABRE GENESIS
Registration Number:	3083910	SMARTFILTER
Registration Number:	3350087	SPIDER-NET
Registration Number:	3473891	SURGEON'S ASSISTANT
Registration Number:	3252455	VIZEON

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 455-7149
Email: jmull@stblaw.com
Correspondent Name: Paul Rodriguez
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1530
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	06/27/2013

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 11, 2013, is made by CONMED CORPORATION, a New York corporation, located at 525 French Road, Utica, New York, 13502 (the "Parent Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of January 17, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Parent Borrower, the Foreign Subsidiary Borrowers from time to time parties thereto, the Lenders from time to time parties thereto, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Parent Borrower and certain of its subsidiaries have executed and delivered a Guarantee and Collateral Agreement, dated as of August 28, 2002, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Third Amendment to the Guarantee and Collateral Agreement dated as of January 17, 2013, the Parent Borrower confirms that the representations and warranties set forth in Section 4 of the Guarantee and Collateral Agreement are true and correct in all material respects and that no Default or Event of Default shall have occurred and be continuing as of the Amendment Effective Date after giving effect to the Amendment;

WHEREAS, the Parent Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Parent Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Parent Borrower hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest in all of the Parent Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

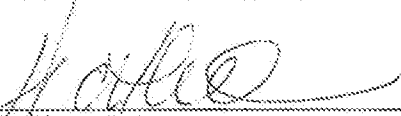
SECTION 3. Purpose. This Agreement has been executed and delivered by the Parent Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Parent Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONMED CORPORATION

By: 

Name: Heather L. Cohen, Esq.

Title: Executive Vice President, Human Resources,
Deputy General Counsel and Secretary

Date: 6/11/13

ACKNOWLEDGMENT OF OBLIGOR

STATE OF *New York*)
) ss
COUNTY OF *Oneida*)

On the 11th day of June, 2013, before me personally came Heather L. Cohen, who is personally known to me to be the Executive Vice President, Human Resources, Deputy General Counsel and Secretary of CONMED CORPORATION, a New York corporation; who, being duly sworn, did depose and say that she/he is the Executive Vice President, Human Resources, Deputy General Counsel and Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Michele A. Caiola

Notary Public

(PLACE STAMP AND SEAL ABOVE)

MICHELE A. CAIOLA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA5068879
Appointed in Herkimer County
Commission Expires November 4, 2014

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

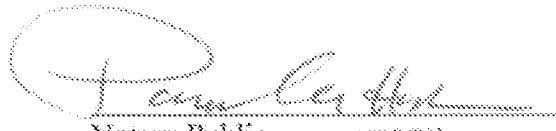
By: *Jean Lamardo*
Name: *Jean Lamardo*
Title: *Underwriter III*
Date: *6/11/2013*

[Signature Page to Grant of Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF Orange)

On the 11th day of June, 2013, before me personally came Sebastian, who is personally known to me to be the President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Authorized Signer in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.



Notary Public
PAMELA A. HUDSON
Notary Public, State Of New York
No. 011038072210
Qualified in Madison County
Commission Expires 4/1/18

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
AER DEFENSE	3719552
ALTRUS	3934851
APPLIED INGENUITY	3491376
BEAMER	3667212
BICAP	2897402
BICAP SUPERCONDUCTOR	3490276
DOLPHIN	3833976
DOLPHIN MEDICAL & DESIGN (GREEN DOLPHIN PLACED OVER THE LETTERS DOL)	3859204
ECOM	3752273
ENTAKE	3331815
ENTREE	1694202
FLEXXUS	3238067
GOLDVAC	3591170
HYFRESURG OP	4035455
LINK ASSISTANT	3335947
ONEPORT	2909053
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