

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
IZI Medical Products, LLC		08/02/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	BMO Harris Bank N.A.
Street Address:	111 W. Monroe Street-5E
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: ILLINOIS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86025779	QUICK SPHERZ

**CORRESPONDENCE DATA**

Fax Number: 2029068669  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2029068790  
 Email: smckeon@dykema.com  
 Correspondent Name: Shannon Marie McKeon  
 Address Line 1: 1300 I Street, N.W.  
 Address Line 2: Suite 300  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	105221.0049
NAME OF SUBMITTER:	Shannon Marie McKeon
Signature:	/Shannon Marie McKeon/

CH \$40.00 86025779

Date:

08/07/2013

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL)

THIS TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL) (this "Trademark Security Agreement") dated as of August 2, 2013, is by IZI MEDICAL PRODUCTS, LLC, a Delaware corporation (the "Grantor"), in favor of BMO HARRIS BANK N.A., as Administrative Agent, for the benefit of itself, its successors and assigns, the Lenders, as defined below, and the L/C Issuer, as defined in the Credit Agreement referenced below (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, Grantor is a party to that certain Credit Agreement dated as of November 14, 2011, as amended and as amended and restated by that certain Amended and Restated Credit Agreement bearing even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the other "Borrowers" (as defined therein), the lenders from time to time party thereto (collectively, the "Lenders") and BMO Harris Bank N.A., as Administrative Agent and L/C Issuer, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor and the other Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor entered into that certain Joinder to Guaranty and Security Agreement dated as of November 18, 2011 with the Administrative Agent pursuant to which the Grantor assumed all the obligations of a Grantor under that certain Guaranty and Security Agreement dated as of November 14, 2011 as amended and restated by that certain Amended and Restated Guaranty and Security Agreement bearing even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders and the Administrative Agent to make their respective extensions of credit to the Grantor and the other Borrowers, the Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages and pledges to the Administrative Agent and grants to the Administrative Agent a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 annexed hereto, together with any renewals, continuations or extensions thereof and all goodwill associated therewith;

2.2 each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and

2.3 all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a Trademark application referred to in Schedule 1 and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control. This Trademark Security Agreement is supplemental to, and not in replacement of, the Trademark Security Agreement dated as of November 14, 2011 between the Grantor and the Administrative Agent and nothing contained herein shall be deemed to in any manner impair or replace the security interests granted in favor of the Administrative Agent in the Trademark Collateral described therein pursuant thereto.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa.

Section 5. Counterparts. This Trademark Security 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 counterpart.

*[Remainder of page intentionally left blank; signature pages follow]*

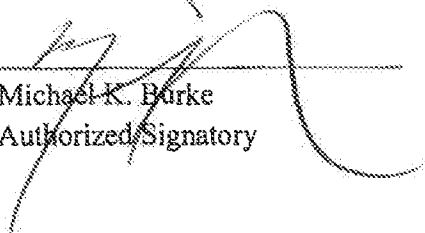
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IZI MEDICAL PRODUCTS, LLC

By: \_\_\_\_\_


Name: Michael K. Burke

Title: Authorized Signatory

A handwritten signature in black ink, appearing to read "Michael K. Burke", is written over a horizontal dotted line. The signature is stylized and extends to the right of the line.

Acknowledged:

BMO HARRIS BANK N.A., as  
Administrative Agent

By: 

Name: Kristina Burden

Title: Director

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademarks**

**United States Applications and Trademarks**

<b>TITLE</b>	<b>APP. NO / TRADEMARK NO</b>	<b>FILING/ISSUE DATE</b>
QUICK SPHERZ	86025779/PENDING	08/01/13/PENDING
BUTTERFLY LOGO 1	PENDING/PENDING	07/18/13/PENDING
BUTTERFLY LOGO 2	PENDING/PENDING	07/18/13/PENDING

**Trademark Licenses**

None





STATE OF ILLINOIS        )  
  )ss.  
COUNTY OF COOK        )

I Lillie M. Berger a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kristina Burden, a Director of BMO HARRIS BANK N.A., a national banking association, as Administrative Agent, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of August, 2013.

Lillie M. Berger  
Notary Public

My Commission Expires: October 24, 2015

