

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COGENTIX MEDICAL, INC.		04/23/2018	Corporation: DELAWARE
LABORIE NETHERLANDS B.V.		04/23/2018	Private Limited Liability Company: NETHERLANDS
MEDICAL MEASUREMENT SYSTEMS B.V.		04/23/2018	Private Limited Liability Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S DEARBORN STREET		
Internal Address:	9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1758171	MACROPLASTIQUE	
Registration Number:	1904300	THE VISION SYSTEM	
Registration Number:	2424541	MACROPLASTIQUE	
Registration Number:	2824014	URGENT	
Registration Number:	2970331	VOX	
Registration Number:	2975856	UROPLASTY	
Registration Number:	3149456	PTQ	
Registration Number:	3765224	ENDOWIPE	
Registration Number:	4480837	SLIDE-ON	
Registration Number:	4504557	VISION SCIENCES	
Registration Number:	5015565	ENDOSHEATH	
Serial Number:	86584767	COGENTIX	
Serial Number:	86584787	COGENTIX MEDICAL	
Serial Number:	87678743	ALWAYS READY. ALWAYS STERILE.	
Serial Number:	87679524	NAVIBLU	

OP \$490.00 1758171

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87804033	PRIMESIGHT
Serial Number:	87804045	PRIMESIGHT
Serial Number:	87819858	LUMAFLEX
Registration Number:	3826721	MMS MEDICAL MEASUREMENT SYSTEMS

CORRESPONDENCE DATA

Fax Number: 8004947512
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.
Phone: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F176686
NAME OF SUBMITTER:	ESTEFANIA LAUREANO
SIGNATURE:	/ESTEFANIA LAUREANO/
DATE SIGNED:	04/23/2018

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT dated as of April 23, 2018 (this “Agreement”), among the undersigned Loan Parties (collectively, the “Grantors” and each, a “Grantor”) and JPMORGAN CHASE BANK, N.A. (“JPMorgan”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of December 15, 2016, as amended and restated as of April 23, 2018 (as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Invifed 8 AB, a company incorporated under the laws of Sweden (“Holdings”), LM US Parent, Inc., a Delaware corporation (the “US Borrower”), Laborie Medical Technologies Canada ULC, an unlimited liability company incorporated under the laws of British Columbia (the “Canadian Borrower”), Laborie Netherlands B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands, registered with the Dutch trade register under number 62886088 (the “Dutch Borrower” and, together with the US Borrower and the Canadian Borrower, collectively, the “Borrowers” and each a “Borrower”), the Lenders and the Issuing Banks from time to time party thereto and JPMorgan, as Administrative Agent, and (b) the Collateral Agreement dated as of December 15, 2016 (as amended by that certain Amendment and Restatement Agreement, dated as of April 23, 2018, and as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, LB Yankee Inc., a Delaware corporation, the US Borrower, the other Subsidiary Grantors from time to time party thereto and JPMorgan, as Administrative Agent. The Lenders and Issuing Banks have agreed to extend credit to the Borrowers on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement or the applicable Security Document did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest to (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including in the case of any Grantor, those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement and other Security Documents. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement or the applicable Security Document. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement or the applicable Security Document, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement or the applicable Security Document, the terms of the Collateral Agreement or such Security Document, as applicable, shall govern.

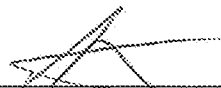
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

COGENTIX MEDICAL, INC,

by



Name: Walter Stothers
Title: Chief Financial Officer

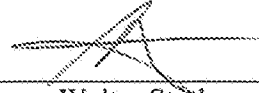
[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 006319 FRAME: 0229

LABORIE NETHERLANDS B.V.

By

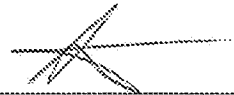


Name: Walter Stothers

Title: Authorized Signatory

MEDICAL MEASUREMENT SYSTEMS
B.V.

By



Name: Walter Stothers

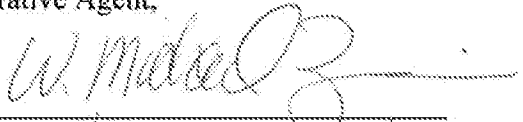
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 006319 FRAME: 0230

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by 

Name: W. MICHAEL ZINN
Title: EXECUTIVE DIRECTOR

{Signature Page to Trademark Security Agreement}

[3711143]

SCHEDULE I

Trademarks/Trade Names Owned by Cogentix Medical, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>
MACROPLASTIQUE	1758171	N/A
THE VISION SYSTEM	1904300	N/A
MACROPLASTIQUE	2424541	N/A
URGENT	2824014	N/A
VOX	2970331	N/A
UROPLASTY	2975856	N/A
PTQ	3149456	N/A
ENDOWIPE	3765224	N/A
SLIDE-ON	4480837	N/A
VISION SCIENCES	4504557	N/A
ENDOSHEATH	5015565	N/A

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
COGENTIX	86/584,767	Apr. 1, 2015
COGENTIX MEDICAL	86/584,787	Apr. 1, 2015
ALWAYS READY. ALWAYS STERILE.	87/678,743	Nov. 9, 2017
NAVIBLU	87/679,524	Nov. 10, 2017
PRIMESIGHT	87/804,033	Feb. 20, 2018
PRIMESIGHT	87/804,045	Feb. 20, 2018
LUMAFLEX	87/819,858	Mar. 5, 2018

State Trademark Registrations

(none)

Trademarks/Trade Names Owned by Laborie Netherlands B.V.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>
MMS MEDICAL MEASUREMENT SYSTEMS & DESIGN	3826721	N/A
ZANDORPH	5005553	N/A

U.S. Trademark Applications

(None)

State Trademark Registrations

(None)

Trademarks/Trade Names Owned by Medical Measurement Systems B.V.*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>
FLOWTAKER	1233833	N/A
FLOWTAKER	4787982	N/A
NEXAM	1212865	N/A
FLOWTAKER	4787982	N/A

U.S. Trademark Applications

(None)

State Trademark Registrations

(None)