# OP \$3390.00 949500

#### 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
ConvaTec Inc.		12/22/2010	CORPORATION: DELAWARE

### RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent	
Street Address:	1111 Fannin Street	
Internal Address:	Floor 10	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77002-6925	
Entity Type:	National Association: UNITED STATES	

PROPERTY NUMBERS Total: 135

Property Type	Number	Word Mark
Registration Number:	949500	SEPTI-SOFT
Registration Number:	950878	STOMAHESIVE
Registration Number:	1046649	DURAHESIVE
Registration Number:	1074860	STOMAHESIVE
Registration Number:	1117186	SUR-FIT
Registration Number:	1119579	ACTIVE LIFE
Registration Number:	1139439	CONVATEC
Registration Number:	1201741	CONVATEC
Registration Number:	1202485	CONVATEC
Registration Number:	1216325	SHUR-CLENS
Registration Number:	1221393	CONVATEC
Registration Number:	1223890	DUODERM
Registration Number:	1229522	ACCUSEAL
		TRADEMARK

REEL: 004444 FRAME: 0529

900180656

Registration Number:	1306688	ALOE VESTA	
Registration Number:	1339903	ALOE VESTA	
Registration Number:	1353891	SUR-FIT FLEXIBLE	
Registration Number:	1362855	HYDROACTIVE	
Registration Number:	1364073		
Registration Number:	1380264	CONVATEC	
Registration Number:	1383255	DURAHESIVE	
Registration Number:	1392909	CONVATEC	
Registration Number:	1410113		
Registration Number:	1412192		
Registration Number:	1412199	VISI-FLOW	
Registration Number:	1415713	SUR-FIT	
Registration Number:	1422703	STOMAHESIVE	
Registration Number:	1424718	ACCUSEAL	
Registration Number:	1433709	WOUND MANAGER	
Registration Number:	1436336	ACTIVE LIFE	
Registration Number:	1530730	LITTLE ONES	
Registration Number:	1543206	CGF	
Registration Number:	1569636	GREAT COMEBACKS	
Registration Number:	1587382	DUODERM	
Registration Number:	1593485	GREAT COMEBACKS	
Registration Number:	1594049	GENTLE TOUCH	
Registration Number:	1597311	CONVEX-IT	
Registration Number:	1599192	ALLKARE	
Registration Number:	1615411	KALTOSTAT	
Registration Number:	1691144	UNNA-FLEX	
Registration Number:	1699500	BETTER TOGETHER CLUB	
Registration Number:	1748314	GENTLE TOUCH	
Registration Number:	1757596	FLEXI-TRAK	
Registration Number:	1826867	LITTLE ONES	
Registration Number:	1852159	UNNA-FLEX	
Registration Number:	1956505	OPTIPORE	
Registration Number:	2004794	SUREPRESS	
Registration Number:	2024193	COMBIDERM	
Registration Number:	2030525	DUOLOCK	
p	11	TRADEMARK	

Registration Number:	2034182	HYDROFIBER	
Registration Number:	2045026	ACD	
Registration Number:	2048097	AQUACEL	
Registration Number:	2048314	COMBIDERM ACD	
Registration Number:	2061774	OSTOMY ACCESS PROGRAM	
Registration Number:	2182593	NATURA	
Registration Number:	2182594	SUR-FIT NATURA	
Registration Number:	2182874	CARBOFLEX	
Registration Number:	2286021	AUTOLOCK	
Registration Number:	2309323	SOLUTIONS	
Registration Number:	2309327	SOLUTIONS	
Registration Number:	2322222	SENSI-CARE	
Registration Number:	2433898	DURAHESIVE PLUS	
Registration Number:	2618533	SENSI-CARE	
Registration Number:	2628402	ALOE VESTA	
Registration Number:	2632060	VERSIVA	
Registration Number:	2635448	SAF-GEL	
Registration Number:	2775587	FLEXI-SEAL	
Registration Number:	2800418		
Registration Number:	2837287	AQUACEL AG	
Registration Number:	2843932	SAF-CLENS	
Registration Number:	2849253	ESTEEM SYNERGY	
Registration Number:	2856831	INVISICLOSE	
Registration Number:	2861194	DUODERM SIGNAL	
Registration Number:	2887456	ESTEEM SYNERGY	
Registration Number:	2887560	OSTOMY SPOKEN HERE	
Registration Number:	2902253	THINK OF IT AS SILVER MADE SMARTER	
Registration Number:	2917895	HELPING SKIN WIN	
Registration Number:	2929549	HELPING SKIN WIN	
Registration Number:	2940670	CONVATEC OSTOMY WELLNESS PROGRAM	
Registration Number:	2944959	HEALTH & VITALITY	
Registration Number:	2966976	ALOE VESTA	
Registration Number:	2987968	THINK OF IT AS GAUZE MADE SMARTER	
Registration Number:	3006397	MAKING A DIFFERENCE IN PEOPLES' LIVES	
Registration Number:	3074172	OSTOMY SPOKEN HERE	
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Registration Number:	3101635	FLEXI SEAL	
Registration Number:	3177751	FLEXI SEAL FMS	
Registration Number:	3248614		
Registration Number:	3298666	MAKING A DIFFERENCE IN PEOPLE'S LIVES	
Registration Number:	3442728	CONVATEC LITTLE ONES	
Registration Number:	3450042	ESTEEM	
Registration Number:	3503000	ALOE VESTA	
Registration Number:	3506409	VERSIVA XC	
Registration Number:	3513294	VERSIVA XC	
Registration Number:	3561777	[CONVATEC MOLDABLE TECHNOLOGY]	
Registration Number:	3613230	ALOE VESTA	
Registration Number:	3622918		
Registration Number:	3636483	CONTACT	
Registration Number:	3640455	SENSI CARE	
Registration Number:	3665200	HYDROFIBER CONVATEC TECHNOLOGY	
Registration Number:	3695928	COMEBACK KIDS	
Registration Number:	3807020	FLEXI-SEAL SIGNAL	
Registration Number:	3822294	LIFE EMBRACE	
Registration Number:	3835080		
Registration Number:	1134518	SUR-FIT	
Serial Number:	77143445	AVELLE	
Serial Number:	77160332	AVELLE ACT	
Serial Number:	77235699	AVELLE	
Serial Number:	77279725		
Serial Number:	77355880	OUR WORLD IS WHAT WE MAKE OF IT	
Serial Number:	77361675		
Serial Number:	77361678		
Serial Number:	77399996	REALIZE THE POSSIBILITIES	
Serial Number:	77499635	CONVATEC ACADEMY	
Serial Number:	77583216	VITALA	
Serial Number:	77585396	VICTORA	
Serial Number:	77682287	CONVATECLINK	
Serial Number:	77703263	EXTENDINE	
Serial Number:	77703452	VITALA	
Serial Number:	77703548	AVELLE	
IL.	11	TRADEMARK	

Serial Number:	77730067	STIMERA
Serial Number:	77730085	ELLIPTEX
Serial Number:	77776888	AVELLE
Serial Number:	77860770	STOP FOR THE SIGNAL
Serial Number:	77879946	THE SEAL OF INNOVATION
Serial Number:	77887913	CONVATEC
Serial Number:	77911892	SACS
Serial Number:	77939135	CMTEC3
Serial Number:	77939152	LIVING ADHESIVE
Serial Number:	77940060	REBOUNDING MEMORY TECHNOLOGY
Serial Number:	77954273	LINK CONVATEC
Serial Number:	77954297	LIFE EMBRACE CONVATEC
Serial Number:	77954321	CONNECTS CONVATEC
Serial Number:	77954429	CONVATEC MOLDABLE TECHNOLOGY
Serial Number:	85069915	WOC FOR WELLNESS
Serial Number:	85071426	VITALA CONVATEC FREEDOM. FOR LIFE.
Serial Number:	77777508	HYDROFIBER TECHNOLOGY

#### **CORRESPONDENCE DATA**

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

(212) 455-3175 Phone: jmull@stblaw.com Email: Correspondent Name: Parijat Sharma Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	033917/0006
NAME OF SUBMITTER:	/J. Jason Mull/
Signature:	/J. Jason Mull/
Date:	01/06/2011

#### **Total Attachments: 10**

source=ConvaTec - IP Security Agreement between Convatec, Inc. and the Collateral Agent [executed]#page1.tif source=ConvaTec - IP Security Agreement between Convatec, Inc. and the Collateral Agent [executed]#page2.tif source=ConvaTec - IP Security Agreement between Convatec, Inc. and the Collateral Agent [executed]#page3.tif source=ConvaTec - IP Security Agreement between Convatec, Inc. and the Collateral Agent [executed]#page4.tif source=ConvaTec - IP Security Agreement between Convatec, Inc. and the Collateral Agent [executed]#page5.tif source=ConvaTec - IP Security Agreement between Convatec, Inc. and the Collateral Agent [executed]#page6.tif

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 22, 2010 between CONVATEC INC., a Delaware corporation ("Grantor"), and JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (herein in such capacity, the "Collateral Agent").

#### RECITALS

- (A) ConvaTec Healthcare B S.à r.l. ("Holdings") and ConvaTec Inc. (the "U.S. Borrower", and together with the other borrowers party thereto, the "Borrowers") have entered into a credit agreement dated December 22, 2010 among Holdings, U.S. Borrower, the other Borrowers, JPMorgan Chase Bank, N.A., as administrative agent, the other agents party thereto and the lenders party thereto (the "Credit Agreement").
- (B) ConvaTec Healthcare E S.A. (the "Issuer") has entered into an Indenture dated as of December 22, 2010, among the Issuer, the Subsidiaries identified therein and Deutsche Trustee Company Limited, as trustee (the "Initial Other First Lien Agreement").
- (C) The Borrowers, amongst others, have entered into an intercreditor agreement dated on or about the date hereof (the "Intercreditor Agreement").
- (D) The Borrowers and Grantor, amongst others, have entered into a master guarantee agreement on or about the date of the Credit Agreement in relation thereto (the "Master Guarantee").
- (E) Grantor is a "Guarantor" under and as defined in the Master Guarantee and the Initial Other First Lien Agreement, and a "Grantor" under and as defined in the Intercreditor Agreement.
- (F) Grantor is a party to a U.S. Collateral Agreement, dated December 22, 2010 in favor of the Collateral Agent (the "U.S. Collateral Agreement"), pursuant to which Grantor is required to execute and deliver this Agreement.
- (G) In consideration of the premises and for other valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, Grantor and the Collateral Agent, as collateral agent for the Secured Parties, hereby agree as follows:

#### Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the U.S. Collateral Agreement and used herein have the meaning given to them in the U.S. Collateral Agreement.

#### Section 2 Grants of Security Interests in Intellectual Property Collateral

- (A) Grant of Security Interest. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Liabilities, Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property included in the Collateral (including, without limitation, those items listed on Schedule I, Schedule II and Schedule III hereto) (the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising.
- Certain Exclusions. Notwithstanding anything herein to the contrary, in no event shall **(B)** the Intellectual Property Collateral include and Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest constitutes or results in the abandonment or, invalidation of or rendering unenforceable any of its right, title or interest therein or results in a breach of the terms of, or constitutes a breach or default under such Intellectual Property, including any Trademark application filed in the United States Patent and Trademark Office on the basis of Grantor's "intent to use" such Trademark, solely to the extent that granting a Security Interest or other Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity, or result in the cancellation or voiding, of such Trademark application, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.) whereupon, the Intellectual Property Collateral shall include, and Grantor shall be deemed to have granted a Security Interest in such Trademark application.

#### Section 3 U.S. Collateral Agreement

The Security Interests granted pursuant to this Agreement are granted in conjunction with the Security Interests granted to the Collateral Agent pursuant to the U.S. Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interests granted to it in the Intellectual Property Collateral made and granted hereby are more fully set forth in the U.S. Collateral Agreement, the terms and provisions of which 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 U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

#### Section 4 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.

#### Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.

[Signature Page Follows]

IN WITNESS WHEREOF, each party caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CONVATEC INC.

Name: Anthony P. Tinari Title: Senior Via President & General Counse,

Signature Page IP Security Agreement - Convatec Inc.

# ACCEPTED AND AGREED:

JPMORGAN CHASE BANK, N.A.

as Collateral Agent

By:

Name:

Dawn LeeLum

Title: Executive Director

IP Security Agreement - Convatec Inc.

#### **SCHEDULE I**

# U.S. REGISTERED COPYRIGHTS

NONE.

MATERIAL EXCLUSIVE INBOUND LICENSES IN U.S. REGISTERED COPYRIGHTS

NONE.

# **SCHEDULE II**

# U.S. PATENTS/PATENT APPLICATIONS

NONE.

MATERIAL EXCLUSIVE INBOUND LICENSES IN U.S. PATENTS/PATENT APPLICATIONS

NONE.

# SCHEDULE III

# U.S. REGISTERED TRADEMARKS/TRADEMARK APPLICATIONS

# **Trademarks**

Owner	Reg. #	Appl. #	<u>Trademark</u>
ConvaTec Inc.	949,500	72/401,246	SEPTI-SOFT
ConvaTec Inc.	950,878	72/401,307	STOMAHESIVE
ConvaTec Inc.	1,028,380	77/777,508	HYDROFIBER TECHNOLOGY Logo
ConvaTec Inc.	1,046,649	73/067,047	DURAHESIVE
ConvaTec Inc.	1,074,860	73/114,387	STOMAHESIVE
ConvaTec Inc.	1,117,186	73/159,559	SUR-FIT
ConvaTec Inc.	1,119,579	73/160,816	ACTIVE LIFE
ConvaTec Inc.	1,139,439	73/231,329	CONVATEC
ConvaTec Inc.	1,201,741	73/262,786	CONVATEC
ConvaTec Inc.	1,202,485	73/246,271	CONVATEC
Convarec Inc.			
ConvaTec Inc.	1,216,325 1,221,393	73/313,557	SHUR-CLENS
Convarec Inc.	1,223,890	73/281,958 73/336,199	CONVATEC
ConvaTec Inc.		<del></del>	DUODERM
Convarec Inc.	1,229,522	73/374,416	ACCUSEAL
	1,306,688	73/416,945	ALOE VESTA
ConvaTec Inc.	1,339,903	73/453,634	ALOE VESTA
ConvaTec Inc.	1,353,891	73/473,325	SUR-FIT FLEXIBLE
ConvaTec Inc.	1,362,855	73/500,675	HYDROACTIVE
ConvaTec Inc.	1,364,073	73/505,115	[Design Only] (water drop design)
ConvaTec Inc.	1,380,264	73/544,479	CONVATEC
ConvaTec Inc.	1,383,255	73/548,495	DURAHESIVE
ConvaTec Inc.	1,392,909	73/545,552	CONVATEC
ConvaTec Inc.	1,410,113	73/584,330	[Design Only] (capstone & pillars: in circle design)
ConvaTec Inc.	1,412,192	73/584,314	[Design Only] (capstone & pillars: in circle design)
ConvaTec Inc.	1,412,199	73/585,793	VISI-FLOW
ConvaTec Inc.	1,415,713	73/593,375	SUR-FIT
ConvaTec Inc.	1,422,703	73/588,039	STOMAHESIVE
ConvaTec Inc.	1,424,718	73/590,207	ACCUSEAL
ConvaTec Inc.	1,433,709	73/612,438	WOUND MANAGER
ConvaTec Inc.	1,436,336	73/593,313	ACTIVE LIFE
ConvaTec Inc.	1,530,730	73/732,058	LITTLE ONES
ConvaTec Inc.	1,543,206	73/732,059	CGF
ConvaTec Inc.	1,569,636	73/777,895	GREAT COMEBACKS
ConvaTec Inc.	1,587,382	73/625,100	DUODERM
ConvaTec Inc.	1,593,485	73/797,136	GREAT COMEBACKS
ConvaTec Inc.	1,594,049	73/789,883	GENTLE TOUCH
ConvaTec Inc.	1,597,311	73/833,502	CONVEX-IT
ConvaTec Inc.	1,599,192	73/837,958	ALLKARE
ConvaTec Inc.	1,615,411	73/839,177	KALTOSTAT
ConvaTec Inc.	1,691,144	74/156,656	UNNA-FLEX
ConvaTec Inc.	1,699,500	74/124,872	BETTER TOGETHER CLUB
ConvaTec Inc.	1,748,314	74/058,621	GENTLE TOUCH
ConvaTec Inc.	1,757,596	74/023,775	FLEXI-TRAK
ConvaTec Inc.	1,826,867	74/061,666	LITTLE ONES
ConvaTec Inc.	1,852,159	74/378,637	UNNA-FLEX
ConvaTec Inc.	1,956,505	74/659,588	OPTIPORE
ConvaTec Inc.	2,004,794	74/534,119	SUREPRESS
ConvaTec Inc.	2,024,193	74/202,889	COMBIDERM
ConvaTec Inc.	2,030,525	74/482,413	DUOLOCK
ConvaTec Inc.	2,034,182	74/573,953	HYDROFIBER

<u>Owner</u>	Reg. #	Appl. #	<u>Trademark</u>
ConvaTec Inc.	2,045,026	74/721,006	ACD
ConvaTec Inc.	2,048,097	74/549,646	AQUACEL
ConvaTec Inc.	2,048,314	74/721,004	COMBIDERM ACD
ConvaTec Inc.	2,061,774	74/534,120	OSTOMY ACCESS PROGRAM
ConvaTec Inc.	2,182,593	74/629,998	NATURA
ConvaTec Inc.	2,182,594	74/633,837	SUR-FIT NATURA
ConvaTec Inc.	2,182,874	75/203,676	CARBOFLEX
ConvaTec Inc.	2,286,021	75/275,686	AUTOLOCK
ConvaTec Inc.	2,309,323	75/638,549	SOLUTIONS
ConvaTec Inc.	2,309,327	75/639,055	SOLUTIONS
ConvaTec Inc.	2,322,222	75/371,562	SENSI-CARE
ConvaTec Inc.	2,433,898	75/510,264	DURAHESIVE PLUS
ConvaTec Inc.	2,618,533	75/700,756	SENSI-CARE
ConvaTec Inc.	2,628,402	78/084,742	ALOE VESTA
ConvaTec Inc.	2,632,060	75/467,888	VERSIVA
Convarce Inc.	2,635,448	78/092,186	SAF-GEL
Convarce inc.	2,775,587	78/145,063	FLEXI-SEAL
ConvaTec Inc.	2,800,418	78/205,745	[Design Only] (water drop design)
		78/143,324	
ConvaTec Inc. ConvaTec Inc.	2,837,287 2,843,932	78/165,631	AQUACEL AG & Design SAF-CLENS
	2,849,253		ESTEEM SYNERGY & Design
ConvaTec Inc.		78/122,340	
ConvaTec Inc.	2,856,831	78/163,222	INVISICLOSE
ConvaTec Inc.	2,861,194	78/051,720	DUODERM SIGNAL
ConvaTec Inc.	2,887,456	78/102,131	ESTEEM SYNERGY
ConvaTec Inc.	2,887,560	78/155,407	OSTOMY SPOKEN HERE
ConvaTec Inc.	2,902,253	78/158,536	THINK OF IT AS SILVER MADE SMARTER
ConvaTec Inc.	2,917,895	78/081,611	HELPING SKIN WIN
ConvaTec Inc.	2,929,549	78/081,620	HELPING SKIN WIN
ConvaTec Inc.	2,940,670	78/164,280	CONVATEC OSTOMY WELLNESS PROGRAM
ConvaTec Inc.	2,944,959	78/223,922	HEALTH & VITALITY
ConvaTec Inc.	2,966,976	78/420,581	ALOE VESTA
ConvaTec Inc.	2,987,968	78/121,933	THINK OF IT AS GAUZE MADE SMARTER
ConvaTec Inc.	3,006,397	78/222,964	MAKING A DIFFERENCE IN PEOPLES' LIVES
ConvaTec Inc.	3,074,172	78/155,403	OSTOMY SPOKEN HERE
ConvaTec Inc.	3,101,635	.78/365,977	FLEXI-SEAL & Design
ConvaTec Inc.	3,177,751	78/366,014	FLEXI SEAL FMS & Design
ConvaTec Inc.	3,248,614	78/787,237	[Design Only] (koala logo)
ConvaTec Inc.	3,298,666	78/222,992	MAKING A DIFFERENCE IN PEOPLE'S LIVES
ConvaTec Inc.	3,442,728	78/867,691	CONVATEC LITTLE ONES Logo
ConvaTec Inc.	3,450,042	77/007,726	ESTEEM
ConvaTec Inc.	3,503,000	78/671,093	ALOE VESTA
ConvaTec Inc.	3,506,409	78/480,760	VERSIVA XC
ConvaTec Inc.	3,513,294	77/142,301	VERSIVA XC Logo
ConvaTec Inc.	3,561,777	77/142,719	[CONVATEC MOLDABLE TECHNOLOGY] & Design
ConvaTec Inc.	3,613,230	77/287,795	ALOE VESTA and Design
ConvaTec Inc.	3,622,918	77/594,345	[Design Only] (bird logo)
ConvaTec Inc.	3,636,483	77/450,895	CONTACT
ConvaTec Inc.	3,640,455	77/287,799	SENSI-CARE Logo
Convarce Inc.	3,665,200	78/961,802	HYDROFIBER CONVATEC TECHNOLOGY
Convarce Inc.	3,695,928	77/719,599	COMEBACK KIDS
Convarec Inc.	3,807,020	77/886,267	FLEXI-SEAL SIGNAL
Convarec Inc.		77/234,387	LIFE EMBRACE
	3,822,294	77/953,951	[Design Only] (ostomy access program logo)
ConvaTec Inc.	3,835,080	73/176,487	SUR-FIT

# Trademark Applications

<u>Owner</u>	Reg. #	<u>Appl. #</u>	Trademark
ConvaTec Inc.	N/A	77/143,445	AVELLE
ConvaTec Inc.	N/A	77/160,332	AVELLE ACT
ConvaTec Inc.	N/A	77/235,699	AVELLE
ConvaTec Inc.	N/A	77/279,725	TEAR DROP Design
ConvaTec Inc.	N/A	77/355,880	OUR WORLD IS WHAT WE MAKE OF IT
ConvaTec Inc.	N/A	77/361,675	[Design Only] (capstone & pillars: in circle design)
ConvaTec Inc.	N/A	77/361,678	[Design Only] (capstone & pillars: in circle design)
ConvaTec Inc.	N/A	77/399,996	REALIZE THE POSSIBILITIES
ConvaTec Inc.	N/A	77/499,635	CONVATEC ACADEMY
ConvaTec Inc.	N/A	77/583,216	VITALA
ConvaTec Inc.	N/A	77/585,396	VICTORA
ConvaTec Inc.	N/A	77/682,287	CONVATEC LINK
ConvaTec Inc.	N/A	77/703,263	EXTENDINE
ConvaTec Inc.	N/A	77/703,452	VITALA with Design
ConvaTec Inc.	. N/A	77/703,548	AVELLE
ConvaTec Inc.	N/A	77/730,067	STIMERA
ConvaTec Inc.	N/A	77/730,085	ELLIPTEX
ConvaTec Inc.	N/A	77/776,888	AVELLE
ConvaTec Inc.	N/A	77/860,770	STOP FOR THE SIGNAL
ConvaTec Inc.	N/A	77/879,946	THE SEAL OF INNOVATION
ConvaTec Inc.	N/A	77/887,913	CONVATEC
ConvaTec Inc.	N/A	77/911,892	SACS
ConvaTec Inc.	N/A	77/939,135	CMTEC3
ConvaTec Inc.	N/A	77/939,152	LIVING ADHESIVE
ConvaTec Inc.	N/A	77/940,060	REBOUNDING MEMORY TECHNOLOGY
ConvaTec Inc.	N/A	77/954,273	LINK CONVATEC
ConvaTec Inc.	N/A	77/954,297	LIFE EMBRACE CONVATEC
ConvaTec Inc.	N/A	77/954,321	CONNECTS CONVATEC
ConvaTec Inc.	N/A	77/954,429	CONVATEC MOLDABLE TECHNOLOGY & Design
ConvaTec Inc.	N/A	85/069,915	WOC FOR WELLNESS
ConvaTec Inc.	N/A	85/071,426	VITALA CONVATEC FREEDOM, FOR LIFE.

# MATERIAL EXCLUSIVE INBOUND LICENSES IN U.S. REGISTERED TRADEMARKS/TRADEMARK APPLICATIONS

NONE.

TRADEMARK REEL: 004444 FRAME: 0544

**RECORDED: 01/06/2011**