#### 900215952 02/28/2012

#### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Exactech, Inc.		02/24/2012	CORPORATION: FLORIDA
Altiva, LLC		02/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
Brighton Partners, LLC		102/24/2012 1	LIMITED LIABILITY COMPANY: FLORIDA
Exactech International, LLC		102/24/2012 1	LIMITED LIABILITY COMPANY: FLORIDA

#### RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	303 Peachtree St NE, Mail Code 3956
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

#### PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Serial Number:	77793062	ACCELERATE PRP SPORT
Serial Number:	77365190	ARTHROFOCUS
Serial Number:	77894084	E GPS
Serial Number:	77818852	EXACTECH GPS
Serial Number:	77920689	FORTEGRA
Serial Number:	77895757	GIBRALT
Serial Number:	77612609	INTEGRIP
Serial Number:	85134315	LOGIC FIT
Serial Number:	77225966	LPI PRIME
Serial Number:	77225959	NOVATION LPI PRIME
		TRABELLABIA

Serial Number:	85072169	PHASIC
Serial Number:	77895763	PROLIANT
Serial Number:	85233312	SYNERGENT
Serial Number:	85053982	TIGHTLOK
Serial Number:	85233370	VIVALTA
Serial Number:	78911443	A GREAT DAY IN THE O.R.
Serial Number:	77538560	A+ INSTRUMENTATION
Serial Number:	77004752	ACCELERATE
Serial Number:	77216539	ACUDRIVER
Serial Number:	76647326	AHS
Serial Number:	77080307	ALTES
Serial Number:	76312008	ALTIVA
Serial Number:	78376320	ALTIVA
Serial Number:	75751276	A L T I V A CORPORATION
Serial Number:	76602471	AURA
Serial Number:	78601176	CERVIEW
Serial Number:	76634179	CONNEXION GXL
Serial Number:	75264175	CONTOUR
Serial Number:	77254018	CR SLOPE
Serial Number:	77116729	CROWN CUP
Serial Number:	77806167	E
Serial Number:	77806144	E
Serial Number:	76533714	EQUINOXE
Serial Number:	73804174	EXACTECH
Serial Number:	77792130	EXACTECH
Serial Number:	77792119	EXACTECH
Serial Number:	76635848	GXL
Serial Number:	76563739	HF
Serial Number:	76563738	HI-FLEX
Serial Number:	77050059	HYDRALOK
Serial Number:	76615957	LPI
Serial Number:	74037908	MCS
Serial Number:	76593528	NOVATION
Serial Number:	77365315	NOVATION CFS
Serial Number:	77251338	NOVATION ELEMENT
lı	1	TRADEMARK

	76607425	OPTECURE
Serial Number:	76522160	OPTEFIL
Serial Number:	75567452	OPTEFORM
Serial Number:	76607426	ОРТЕМХ
Serial Number:	74591760	OPTETRAK
Serial Number:	74629323	OPTETRAK
Serial Number:	77338729	OPTETRAK LOGIC
Serial Number:	78824452	OPTETRAK RBK
Serial Number:	77763710	ORALIFE
Serial Number:	77781635	OSSIGEN
Serial Number:	76634243	OSTEOTRAC
Serial Number:	77793066	PRP SPORT
Serial Number:	76609102	RBK
Serial Number:	77117023	REVERSATILITY
Serial Number:	77151501	SIX SIGMA SURGERY
Serial Number:	77151496	6 SIX SIGMA SURGERY
Serial Number:	78760215	ZIRAMIC
Serial Number:	75754197	ACUMATCH
Serial Number:	78601187	ARCTEC

#### **CORRESPONDENCE DATA**

 Fax Number:
 (404)439-1765

 Phone:
 4048705651

Email: sue.wisch@agg.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Sue Wisch

Address Line 1: 171 17th St NW Suite 2100
Address Line 2: Arnall Golden Gregory, LLP
Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	F138102
NAME OF SUBMITTER:	Sue Wisch
Signature:	/Sue Wisch/
Date:	02/28/2012

Total Attachments: 42

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#### SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of February 24, 2012, is executed by and among EXACTECH, INC., a Florida corporation ("Borrower"), the Subsidiaries of Borrower signatory hereto and each other Subsidiary of Borrower hereafter a party hereto (Borrower and each Subsidiary of Borrower aparty hereto and each other Subsidiary of Borrower hereafter becoming a party hereto shall be collectively known as the "Grantors", and individually as a "Grantor"), in favor of SUNTRUST BANK, as the administrative agent (the "Administrative Agent"), on its behalf and on behalf of the other banks and lending institutions (the "Lenders") from time to time party to the Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among Borrower, Administrative Agent, the Lenders, and SunTrust Bank, as Issuing Bank and as Swingline Lender (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") and for the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to establish a revolving credit facility in favor of and extend term loans to Borrower and the Issuing Bank has agreed to establish a letter of credit subfacility to Borrower; and

WHEREAS, it is a condition precedent to the obligations of Administrative Agent, the Issuing Bank and the Lenders under the Credit Agreement that Grantors enter into this Agreement to secure (i) all Obligations of Borrower, (ii) all Guaranteed Obligations of each Subsidiary Loan Party under the Guaranty Agreement and all other Obligations under the other Loan Documents to which each such Grantor is a party, and Grantors desire to satisfy such condition precedent;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1.** <u>Definitions</u>. Capitalized terms defined in the Credit Agreement and not otherwise defined herein, when used in this Agreement shall have the respective meanings provided for in the Credit Agreement. The following additional terms, when used in this Agreement, shall have the following meanings:

"Account Debtor" shall mean any person or entity that is obligated under an Account.

"Accounts" shall mean all "accounts" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights, and, in any event, shall mean and include, without limitation, (a) all accounts receivable, contract rights, book debts, notes, drafts and other obligations or indebtedness owing to any Grantor arising from the sale or lease of goods or other property by any Grantor or the performance of services by any Grantor (including, without limitation, any such obligation which might be characterized as an

account, contract right or general intangible under the UCC in effect in any jurisdiction), (b) all of each Grantor's rights in, to and under all purchase and sales orders for goods, services or other property, and all of each Grantor's rights to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit), (c) all monies due to or to become due to any Grantor under all contracts for the sale, lease or exchange of goods or other property or the performance of services by any Grantor (whether or not yet earned by performance on the part of such Grantor), and (d) all collateral security and guarantees of any kind given to any Grantor with respect to any of the foregoing.

"Chattel Paper" shall mean all "chattel paper" (as defined in the UCC) owned or acquired by any Grantor or in which any Grantor has or acquires any rights.

"Collateral" shall mean, collectively, all of the following:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Instruments;
- (ix) all Inventory;
- (x) all Investment Property;
- (xi) all money, cash or cash equivalents;
- (xii) all other goods and personal property, whether tangible or intangible;
- (xiii) all Supporting Obligations and Letter-of-Credit Rights of any Grantor;
- (xiv) all books and records pertaining to any of the Collateral (including, without limitation, credit files, Software, computer programs, printouts and other computer materials and records but excluding customer lists); and
- (xv) all products and Proceeds of all or any of the Collateral

#### described in clauses (i) through (xiv) hereof.

The term "Collateral" expressly excludes any real property or any interest in real property owned by any Grantor.

"Copyright License" shall mean any and all rights of any Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (a) all copyrights and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

"Deposit Accounts" shall mean all "deposit accounts" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights, or other receipts, of any Grantor covering, evidencing or representing rights or interest in such deposit accounts.

"<u>Documents</u>" shall mean all "documents" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights, or other receipts, of any Grantor covering, evidencing or representing goods.

"Equipment" shall mean all "equipment" (as defined in the UCC) now owned or hereafter acquired by any Grantor and wherever located, and, in any event, shall include without limitation all machinery, furniture, furnishings, processing equipment, conveyors, machine tools, engineering processing equipment, manufacturing equipment, materials handling equipment, trade fixtures, trucks, trailers, forklifts, vehicles, computers and other electronic data processing and other office equipment of any Grantor, and any and all additions, substitutions and replacements of any of the foregoing, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, all fuel therefore and all manuals, drawings, instructions, warranties and rights with respect thereto.

"Event of Default" shall have the meaning set forth for such term in Section 7 hereof.

"<u>Fixtures</u>" shall mean all "fixtures" (as defined in the UCC) now owned or hereafter acquired by any Grantor and wherever located.

"General Intangibles" shall mean all "general intangibles" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all right, title and interest in or under all contracts, all customer lists, Licenses, Copyrights, Trademarks, Patents, and all applications therefor and reissues, extensions or renewals thereof, rights in Intellectual Property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable),

technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including the goodwill associated with any Trademark or Trademark License), all rights and claims in or under insurance policies (including insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit, checking and other bank accounts, rights to receive tax refunds and other payments, rights of indemnification, all books and records, correspondence, credit files, invoices, tapes, cards, computer runs, domain names, prospect lists, customer lists and other papers and documents.

"Instruments" shall mean all "instruments" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all promissory notes, all certificates of deposit and all letters of credit evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts or other obligations owed to any Grantor.

"Intellectual Property" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights: (a) all Patents, patent rights and patent applications, Copyrights and copyright applications, Trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, applications for registration of trademarks, trade names and service marks, fictitious names registrations and trademark, trade name, service mark registrations, mask works or similar rights, any and all claims for damages by way of past, present or future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement and all derivations thereof (including, without limitation, those Copyrights, Trademarks and Patents listed on Schedule III hereto); and (b) Patent Licenses, Trademark Licenses, Copyright Licenses and other licenses to use any of the items described in the preceding clause (a), and any other items necessary to conduct or operate the business of each Grantor.

"Inventory" shall mean all "inventory" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all goods owned or held for sale or lease to any other Persons.

"Investment Property" shall mean all "investment property" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all "certificated securities", "uncertificated securities", "security entitlements", "securities accounts", "commodity contracts" and "commodity accounts" (as all such terms are defined in the UCC) of each Grantor.

"Letter-of-Credit Rights" shall mean "letter-of-credit rights" (as defined in the UCC), now owned or hereafter acquired by any Grantor, including rights to payment or performance under a letter of credit, whether or not any Grantor, as beneficiary, has demanded or is entitled to demand payment or performance.

"License" shall mean any Copyright License, Patent License, Trademark License

or other license of rights or interests of each Grantor in Intellectual Property.

"<u>Patent License</u>" shall mean any written agreement now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights granting any right with respect to any property, process or other invention on which a Patent is in existence.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country; and (b) all reissues, continuations, continuations-in-part and extensions thereof.

"Perfection Certificate" shall have the meaning set forth in Section 2(g).

"<u>Permitted Encumbrances</u>" shall mean Liens expressly permitted under Section 7.2 of the Credit Agreement.

"Proceeds" shall mean all "proceeds" (as defined in the UCC) of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, the Collateral, and, in any event, shall mean and include all claims against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of any Collateral, and any condemnation or requisition payments with respect to any Collateral and the following types of property acquired with cash proceeds: Accounts, Inventory, General Intangibles, Documents, Instruments and Equipment.

"Secured Obligations" shall mean (i) all Obligations of Borrower, (ii) all Guaranteed Obligations of each Subsidiary Loan Party under the Guaranty Agreement and all other obligations under the other Loan Documents to which each such Grantor is a party.

"Secured Parties" shall mean, collectively, Administrative Agent, the Lenders, the Issuing Bank, the Specified Hedge Providers and the Specified Bank Product Providers.

"Security Interests" shall mean the security interests granted to Administrative Agent on its behalf and on behalf of the Secured Parties pursuant to Section 3, as well as all other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Agreement.

"Software" shall mean all "software" (as defined in the UCC), now owned or hereafter acquired by any Grantor, including all computer programs and all supporting information provided in connection with a transaction related to any program.

"Specified Bank Product Provider" shall mean any Lender or any Affiliate of a Lender to which any Loan Party owes (i) Treasury Management Obligations or (ii) Bank Product Obligations, if at the date of entering into an agreement to provide such services or products, such Person was a Lender or an Affiliate of a Lender and such Person executes and delivers to

Administrative Agent a letter agreement in form and substance acceptable to Administrative Agent pursuant to which such person (i) appoints Administrative Agent as its agent under the applicable Loan Documents and (ii) agrees to be bound by the provisions of Article IX and X of the Credit Agreement.

"Specified Hedge Provider" shall mean each party to a Hedging Transaction entered into to limit interest rate or fee fluctuations with respect to the Loans and Letters of Credit if at the date of entering into such Hedging Transaction such person was a Lender or an Affiliate of a Lender and such person executes and delivers to Administrative Agent a letter agreement in form and substance acceptable to Administrative Agent pursuant to which such person (i) appoints Administrative Agent as its agent under the applicable Loan Documents and (ii) agrees to be bound by the provisions of Section 7.2(a), and Articles IX and X, of the Credit Agreement.

"Supporting Obligations" means all "supporting obligations" (as defined in the UCC), including letters of credit and guaranties issued in support of Accounts, Chattel Paper, Documents, General Intangibles, Instruments, or Investment Property.

"<u>Trademark License</u>" shall mean any written agreement now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any such rights granting to any Grantor any right to use any Trademark.

"Trademarks" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any such rights: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof and (iii) all goodwill associated with or symbolized by any of the foregoing.

"UCC" shall mean the Uniform Commercial Code as in effect, from time to time, in the State of Florida; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Florida, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

"<u>United States</u>" or "<u>U.S.</u>" shall mean the United States of America, any of the fifty states thereof, and the District of Columbia.

**SECTION 2.** Representations and Warranties. Each Grantor represents and warrants to Administrative Agent, for the benefit of Secured Parties, as follows:

- (a) Such Grantor has rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder and has good and marketable title to all of its Collateral, free and clear of any Liens other than Permitted Encumbrances.
- (b) Other than financing statements, security agreements, or other similar or equivalent documents or instruments with respect to Permitted Encumbrances, no financing statement, security agreement or similar or equivalent document or instrument evidencing a Lien on all or any part of the Collateral is on file or of record in any jurisdiction. None of the Collateral is in the possession of a Person (other than any Grantor) asserting any claim thereto or security interest therein, except with respect to Permitted Encumbrances and except that Administrative Agent or its designee may have possession of Collateral as contemplated hereby.
- (c) When the UCC financing statements in appropriate form are filed in the offices specified on <u>Schedule I</u> attached hereto, the Security Interests shall constitute valid and perfected security interests in the Collateral, prior to all other Liens and rights of others therein except for Permitted Encumbrances, to the extent that a security interest therein may be perfected by filing a UCC financing statement pursuant to the UCC, assuming the proper filing and indexing thereof.
- (d) All Inventory and Equipment is insured in accordance with the requirements of the Credit Agreement.
- (e) None of the Collateral constitutes, or is the Proceeds of, "farm products" (as defined in the UCC).
- (f) Schedule II correctly sets forth each Grantor's state of organization, taxpayer identification number, organizational identification number and correct legal name indicated on the public record of such Grantor's jurisdiction of organization which shows such Grantor to be organized.
- Agent on the date hereof (the "Perfection Certificate") correctly sets forth (i) all names and tradenames that each Grantor has used within the last five years and the names of all Persons that have merged into or been acquired by each Grantor, (ii) the chief executive offices of each Grantor during the last five years, (iii) all other locations in which tangible assets of each Grantor have been located in the last five years, (iv) the name of each bank at which each Grantor maintains Deposit Accounts, the state of organization of each such bank, and the account numbers for each Deposit Account, (v) all letters of credit under which each Grantor is a beneficiary, (vi) all third parties with possession of any Inventory or Equipment of each Grantor and (vii) each Grantor's mailing address.
- (h) With respect to any Inventory, such Inventory is located at one of Grantors' locations set forth in the Perfection Certificate or otherwise located in the ordinary course of business at the locations of Grantors' customers.
- (i) With respect to the Accounts, except as disclosed to Administrative Agent, (i) they represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of such Grantor's business and are not evidenced by a judgment, Instrument or

Chattel Paper; and (ii) to such Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof.

- (j) With respect to any Inventory, the completion of manufacture (subject to applicable regulation of the U.S. Food and Drug Administration), sale or other disposition of such Inventory by Administrative Agent following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which such Grantor is a party or to which such property is subject.
- (k) Such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in the Perfection Certificate. This Agreement is effective to create a valid and continuing Lien on and, upon filing of this Agreement or an appropriate short form security instrument with the United States Copyright Office and the United States Patent and Trademark Office, perfected security interests in favor of, Administrative Agent in such Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of and purchasers from such Grantor, except as any such enforcement may be limited by bankruptcy, reorganization, moratorium, insolvency or other laws relating to or affecting the enforcement of creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law). Upon filing of this Agreement with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I hereto, all action necessary or desirable to protect and perfect Administrative Agent's Lien on such Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

SECTION 3. The Security Interests. In order to secure the full and punctual payment and performance of the Secured Obligations in accordance with the terms thereof, each Grantor hereby pledges, assigns, hypothecates, sets over and conveys to Administrative Agent on its behalf and on behalf of the Secured Parties and grants to Administrative Agent on its behalf and on behalf of the Secured Parties a continuing security interest in and to, all of such Grantor's respective rights in and to all Collateral now or hereafter owned or acquired by such Grantor or in which such Grantor now has or hereafter has or acquires any rights, and wherever located. The Security Interests are granted as security only and shall not subject Administrative Agent or any other Secured Party to, or transfer to Administrative Agent or any other Secured Party, or in any way affect or modify, any obligation or liability of Grantor with respect to any Collateral or any transaction in connection therewith.

### SECTION 4. Further Assurances; Covenants.

#### (a) General.

(i) No Grantor shall change the location of its chief executive office or principal place of business unless it shall have given Administrative Agent twenty-five (25) days prior notice thereof, as well as executed and delivered to Administrative Agent all financing statements and financing statement amendments which Administrative Agent may request in connection therewith. No Grantor shall change the locations, or establish new locations, where it keeps or holds any of the Collateral or any records relating thereto from the applicable

locations described in the Perfection Certificate or otherwise in such Grantor's ordinary course of business unless such Grantor shall have given Administrative Agent twenty-five (25) days prior notice of such change of location. The foregoing covenant shall not apply to any Collateral (including trucks) perfected by recordation of Administrative Agent's Lien on an appropriate certificate of title.

- (ii) No Grantor shall change its name, organizational identification number, identity, jurisdiction of organization, or corporate structure in any manner unless it shall have given Administrative Agent twenty-five (25) days prior written notice thereof, and executed and delivered to Administrative Agent all financing statements and financing statement amendments which Administrative Agent may request in connection therewith. Except as permitted by the Credit Agreement, no Grantor shall merge or consolidate into, or transfer any of the Collateral to, any other Person other than another Grantor, without the prior written consent of the Required Lenders.
- Each Grantor hereby authorizes Administrative Agent, its counsel or its representative, at any time and from time to time, to file financing statements and amendments that describe the Collateral covered by such financing statements as "all personal property of Grantor" or words of similar effect, in such jurisdictions as Administrative Agent may deem necessary or desirable in order to perfect the security interests granted by such Grantor under this Agreement. Each Grantor will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper (other than a mortgage on real property) and take any other action (including, without limitation, any filings with the United States Patent and Trademark Office, Copyright or Patent filings and any filings of financing or continuation statements under the UCC) that from time to time may be necessary, or that Administrative Agent may request, in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the Security Interests or to enable Administrative Agent to obtain the full benefits of this Agreement, or to enable Administrative Agent to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of its Collateral. Each Grantor hereby authorizes Administrative Agent to execute and file financing statements, financing statement amendments or continuation statements on behalf of such Grantor. Each Grantor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. Grantors shall pay the costs of, or incidental to, any recording or filing of any financing statements, financing statement amendments or continuation statements necessary in the sole discretion of Administrative Agent, to perfect Administrative Agent's security interest in the Collateral on behalf of the Secured Parties.
- (iv) No Grantor shall (A) sell, transfer, lease, exchange, assign or otherwise dispose of, or grant any option, warrant or other right with respect to, any of its Collateral other than as permitted under the Credit Agreement; or (B)

create, incur or suffer to exist any Lien with respect to any Collateral, except for Permitted Encumbrances; provided, however, unless Administrative Agent notifies Grantors otherwise, Grantors may (1) sell Inventory in the ordinary course of business, (2) sell or otherwise transfer Collateral between Grantors, and (3) sell Collateral in accordance with the Credit Agreement;

- (v) Each Grantor will, promptly upon request, provide to Administrative Agent all information and evidence it may reasonably request concerning the Collateral, to enable Administrative Agent to enforce the provisions of this Agreement.
- (vi) Each Grantor shall take all actions necessary or reasonably requested by Administrative Agent in order to maintain the perfected status of the Security Interests.
- (vii) No Grantor shall file any amendment to or termination of a financing statement naming any Grantor as debtor and Administrative Agent as secured party, or any correction statement with respect thereto, in any jurisdiction until such time as the Secured Obligations have been satisfied and Administrative Agent and the Secured Parties have released their security interests granted hereunder.
- (viii) Each Grantor shall take all steps necessary to grant Administrative Agent control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

#### (b) Accounts, Etc.

- (i) Each Grantor shall use all reasonable efforts consistent with prudent business practice to cause to be collected from its Account Debtors, as and when due, any and all amounts owing under or on account of each Account (including, without limitation, Accounts which are delinquent, such Accounts to be collected in accordance with lawful collection procedures) and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account. The costs and expenses (including, without limitation, reasonable attorneys' fees actually incurred) of collection of Accounts incurred by such Grantor or Administrative Agent (to the extent permitted hereunder or under the Credit Agreement) shall be borne by Grantors.
- (ii) Upon the occurrence and during the continuance of any Event of Default, upon request of Administrative Agent, each Grantor will promptly notify (and each Grantor hereby authorizes Administrative Agent so to notify) each Account Debtor in respect of any Account or Instrument that such Collateral has been assigned to Administrative Agent hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to Administrative Agent or its designee.

- (iii) Each Grantor will perform and comply in all material respects with all of its obligations in respect of Accounts, Instruments and General Intangibles.
- (c) Equipment, Etc. Each Grantor shall, (i) within ten (10) days after a written request by Administrative Agent, in the case of Equipment now owned, and (ii) following a request by Administrative Agent pursuant to subclause (i) above, within ten (10) days after acquiring any other Equipment, deliver to Administrative Agent, any and all certificates of title, and applications therefor, if any, of such Equipment and shall cause Administrative Agent to be named as lienholder on any such certificate of title and applications. No Grantor shall permit any such items to become a fixture to real estate or an accession to other personal property unless such real estate or personal property is the subject of a fixture filing (as defined in the UCC) creating a first priority perfected Lien in favor of Administrative Agent.
- (d) Patents, Trademarks, Etc. Each Grantor shall notify Administrative Agent promptly upon the occurrence of each of the following (i) such Grantor's acquisition after the date of this Agreement of any material Intellectual Property and (ii) such Grantor's obtaining knowledge, or reason to know, that any application or registration relating to any material Intellectual Property owned by or licensed to such Grantor is reasonably likely to become abandoned or dedicated, or of any material adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Copyright Office, the United States Patent and Trademark Office or any court) regarding such Grantor's ownership of any material Intellectual Property, its right to register the same, or to keep and maintain the same.

## (e) Deposit Accounts, Chattel Paper, Investment Property and Letters of Credit.

- (i) No Grantor shall open or maintain any Deposit Accounts other than those listed on the Perfection Certificate and such other Deposit Accounts as such Grantor shall open and maintain with the consent of Administrative Agent, which consent shall not be unreasonably withheld, conditioned or delayed, subject to control agreements, in form and substance reasonably satisfactory to Administrative Agent, executed by such Grantor, the bank at which the deposit account is located and Administrative Agent.
- (ii) If any Grantor is at any time a beneficiary under a Letter of Credit now or hereafter issued, such Grantor shall promptly notify the Administrative Agent thereof and such Grantor shall, upon the occurrence and during the continuation of an Event of Default, at the request of the Administrative Agent, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, either (i) arrange for the issuer and any confirmer of such Letter of Credit to consent to an assignment to the Administrative Agent of the proceeds of any drawing under the Letter of Credit or (ii) arrange for the Administrative Agent to become the transferee beneficiary of such Letter of Credit, with the Administrative Agent agreeing, in each case, that the proceeds of any drawing under the Letter of Credit are to be applied as provided in the Credit Agreement. The actions in the preceding sentence shall not be required to the

extent that the amount of any such Letter of Credit, together with the aggregate amount of all other Letters of Credit for which the actions described above in clauses (i) and (ii) have not been taken, does not exceed \$1,000,000 in the aggregate for all Grantors.

- (iii) Each Grantor, at any time and from time to time, will (a) take such steps as Administrative Agent may reasonably request from time to time for Administrative Agent to obtain "control" of any Investment Property or electronic Chattel Paper, with any agreements establishing control to be in form and substance reasonably satisfactory to Administrative Agent, and (b) otherwise to ensure the continued perfection and priority of Administrative Agent's security interest in any of the Collateral and of the preservation of its rights therein.
- (f) <u>Commercial Tort Claims</u>. If any Grantor shall at any time acquire a "commercial tort claim" (as such term is defined in the UCC) with a claim for damages that could reasonably be expected to be in excess of \$500,000, such Grantor shall promptly notify Administrative Agent thereof in a writing, providing a reasonable description and summary thereof, and shall execute a supplement to this Agreement granting a security interest in such commercial tort claim to Administrative Agent.
- SECTION 5. Reporting and Recordkeeping. Each Grantor covenants and agrees with the Administrative Agent that from and after the date of this Agreement and until the Secured Obligations have been paid in full:
- (a) Maintenance of Records Generally. Each Grantor will keep and maintain at its own cost and expense records of its Collateral, complete in all material respects, in a manner consistent with ordinary business practice, including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with its Collateral. For Administrative Agent's further security, each Grantor agrees that Administrative Agent shall have a security interest in all of such Grantor's books and records pertaining to its Collateral and, upon the occurrence and during the continuation of any Event of Default, such Grantor shall deliver and turn over full and complete copies of any such books and records to Administrative Agent or to its representatives at any time on demand of Administrative Agent. Upon reasonable advance notice from Administrative Agent, each Grantor shall permit any representative of Administrative Agent, to inspect such books and records at all reasonable times, and will provide photocopies thereof to Administrative Agent; provided, however, unless an Event of Default has occurred and is continuing, such inspection shall not be more frequent than once every calendar quarter.
- (b) Special Provisions Regarding Maintenance of Records and Reporting Re: Accounts, Inventory and Equipment.
  - (i) Each Grantor shall keep complete and accurate records of its Accounts. Upon the request of Administrative Agent, and prior to an Event of Default no more frequently than one time per calendar quarter, such Grantor shall deliver to Administrative Agent all documents, including, without limitation, repayment histories and present status reports, relating to its Accounts so

scheduled and such other matters and information relating to the status of its then existing Accounts as Administrative Agent shall reasonably request.

- (ii) In the event any amounts due and owing in excess of \$250,000 in the aggregate are in dispute between any Account Debtor and any Grantor, such Grantor shall provide Administrative Agent with written notice thereof promptly after such Grantor's learning thereof explaining in detail the reason for the dispute, all claims related thereto and the amount in controversy.
- (iii) Each Grantor shall maintain itemized records, accurate in all material respects, itemizing and describing the kind, type, quality, quantity, location and book value of its Inventory and Equipment and shall, upon request by Administrative Agent, furnish Administrative Agent with a current schedule containing the foregoing information.
- (iv) Each Grantor will promptly upon, but in no event later than five (5) Business Days after:
- (A) Such Grantor's learning thereof, inform Administrative Agent, in writing, of any material delay in such Grantor's performance of any of its obligations to any Account Debtor and of any assertion of any claims, offsets or counterclaims by any Account Debtor and of any allowances, credits or other monies granted by such Grantor to any Account Debtor, in each case involving amounts in excess of \$250,000 in the aggregate for all Accounts of such Account Debtor; and
- (B) Such Grantor's receipt or learning thereof, furnish to and inform Administrative Agent of all material adverse information relating to the financial condition of any Account Debtor with respect to Accounts exceeding \$250,000 in the aggregate; and
- (v) Grantors will promptly notify Administrative Agent in writing if any Accounts, the aggregate face value of which at any time exceeds five percent (5%) of the aggregate face value of all Accounts of Grantors, arise out of contracts with the United States of America, or any department, agency, subdivision or instrumentality thereof, or of any state (or department, agency, subdivision or instrumentality thereof) where such state has a state assignment of claims act or other law comparable to the Federal Assignment of Claims Act, and will take any action required or requested by Administrative Agent to give notice of Administrative Agent's security interest in such Accounts under the provisions of the Federal Assignment of Claims Act or any comparable law or act enacted by any state or local governmental authority; and
- (vi) Such Grantor at its expense will cause independent public accountants reasonably satisfactory to Administrative Agent to prepare and deliver to Administrative Agent at any time and from time to time promptly upon Administrative Agent's request made when any Event of Default exists, the

following reports: (A) a reconciliation of all of its Accounts, (B) an aging of all of its Accounts, (C) trial balances, and (D) a test verification of such Accounts.

- (c) <u>Further Identification of Collateral</u>. Each Grantor will if so requested by Administrative Agent furnish to Administrative Agent, as often as Administrative Agent reasonably requests but in no event more frequently than once per calendar quarter, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Administrative Agent may reasonably request, all in reasonable detail.
- (d) <u>Notices</u>. Borrower will advise Administrative Agent promptly, but in no event later than fifteen (15) days after the occurrence thereof, in reasonable detail, of the occurrence of any event which would have a material adverse effect on the aggregate value of the Collateral or on the validity, perfection or priority of the Security Interests.
- SECTION 6. General Authority. Each Grantor hereby irrevocably appoints Administrative Agent its true and lawful attorney, with full power of substitution, in the name of such Grantor, Administrative Agent or otherwise, for the sole use and benefit of Administrative Agent on its behalf and on behalf of the Secured Parties, but at such Grantor's expense, to exercise, at any time (subject to the proviso below) all or any of the following powers:
  - (i) to file the financing statements, financing statement amendments and continuation statements referred to in Section 4(a)(iii),
  - (ii) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due with respect to any Collateral or by virtue thereof,
  - (iii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect to any Collateral,
  - (iv) to sell, transfer, assign or otherwise deal in or with the Collateral or the proceeds or avails thereof, as fully and effectually as if Administrative Agent were the absolute owner thereof, and
  - (v) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference to the Collateral.

provided, however, that the powers described in clauses (ii), (iii), (iv) and (v) above may be exercised by Administrative Agent only if an Event of Default has occurred and is continuing.

**SECTION 7.** Events of Default. The existence or occurrence of any "Event of Default" as provided under the terms of the Credit Agreement shall constitute an Event of Default under this Agreement.

#### SECTION 8. Remedies upon Event of Default.

(a) If any Event of Default has occurred and is continuing, Administrative Agent may, without further notice, exercise all rights and remedies under this Agreement or any

other Loan Document or that are available to a secured creditor under the UCC or that are otherwise available at law or in equity, at any time, in any order and in any combination, including to collect any and all Secured Obligations from Grantors, and, in addition, Administrative Agent may sell the Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as Administrative Agent may deem satisfactory. Administrative Agent shall give Borrower not less than ten (10) days' prior written notice of the time and place of any sale or other intended disposition of Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. Each Grantor agrees that any such notice constitutes "reasonable notification" within the meaning of Section 9-611 of the UCC (to the extent such Section or any successor provision under the UCC is applicable).

- Administrative Agent may be the purchaser of any or all of the Collateral so sold at any public sale (or, if such Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations or if otherwise permitted under applicable law, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. Each Grantor agrees during an Event of Default to execute and deliver such documents and take such other action as Administrative Agent deems necessary or advisable in order that any such sale may be made in compliance with law. Upon any such sale Administrative Agent shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely, free from any claim or right of any kind, including any equity or right of redemption of Grantors. To the extent permitted by law, each Grantor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted. The notice (if any) of such sale shall (1) in case of a public sale, state the time and place fixed for such sale, and (2) in the case of a private sale, state the day after which such sale may be consummated. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as Administrative Agent may fix in the notice of such sale. At any such sale Collateral may be sold in one lot as an entirety or in separate parcels, as Administrative Agent may determine. Administrative Agent shall not be obligated to make any such sale pursuant to any such notice. Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, such Collateral so sold may be retained by Administrative Agent until the selling price is paid by the purchaser thereof, but Administrative Agent shall not incur any liability in case of the failure of such purchaser to take up and pay for such Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. Administrative Agent, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction. Grantors shall remain liable for any deficiency.
- (c) For the purpose of enforcing any and all rights and remedies under this Agreement, Administrative Agent may (i) require any Grantor to, and each Grantor agrees that it will, at the joint and several expense of Grantors, and upon the request of Administrative Agent,

forthwith assemble all or any part of its Collateral as directed by Administrative Agent and make it available at a place designated by Administrative Agent which is, in Administrative Agent's opinion, reasonably convenient to Administrative Agent and such Grantor, whether at the premises of such Grantor or otherwise, (ii) to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premise where any such Collateral is or may be located and, without charge or liability to Administrative Agent, seize and remove such Collateral from such premises, (iii) have access to and use such Grantor's books and records, computers and software relating to the Collateral, and (iv) prior to the disposition of any of the Collateral, store or transfer such Collateral without charge in or by means of any storage or transportation facility owned or leased by such Grantor, process, repair or recondition such Collateral or otherwise prepare it for disposition in any manner and to the extent Administrative Agent deems appropriate and, in connection with such preparation and disposition, use without charge any trademark, trade name, copyright, patent or technical process used such Grantor.

- (d) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing:
  - (i) Administrative Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of any Grantor in, to and under any Licenses and take or refrain from taking any action under any thereof, and each Grantor hereby releases Administrative Agent from, and agrees to hold Administrative Agent free and harmless from and against any claims arising out of, any lawful action so taken or omitted to be taken with respect thereto except for Administrative Agent's gross negligence or willful misconduct as determined by a final and nonappealable decision of a court of competent jurisdiction; and
  - (ii) upon request by Administrative Agent, each Grantor agrees to execute and deliver to Administrative Agent powers of attorney, in form and substance satisfactory to Administrative Agent, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of any Intellectual Property. In the event of any such disposition pursuant to this Section, each Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing Trademarks or the products or services made or rendered in connection with Patents or Copyrights, and its customer lists and other records relating to such Intellectual Property and to the distribution of said products, to Administrative Agent.

SECTION 9. Limitation on Duty of Administrative Agent in Respect of Collateral. Beyond reasonable care in the custody thereof, Administrative Agent shall have no duty as to any Collateral of any Grantor in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. Administrative Agent shall be deemed to have exercised reasonable care in the custody of the Collateral of Grantors in its possession if such Collateral is accorded treatment substantially equal to that which it accords its own property, and

Administrative Agent shall not be liable or responsible for any loss or damage to any of Grantors' Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by Administrative Agent in good faith.

**SECTION 10.** Application of Proceeds. The proceeds of any sale of, or other realization upon, all or any part of the Collateral of Grantors shall be applied by Administrative Agent in the manner set forth in Section 2.12(c) in the Credit Agreement.

SECTION 11. Concerning Administrative Agent. The provisions of Article IX of the Credit Agreement shall inure to the benefit of Administrative Agent in respect of this Agreement and shall be binding upon the parties to the Credit Agreement in such respect. In furtherance and not in derogation of the rights, privileges and immunities of Administrative Agent therein set forth:

- (a) Administrative Agent is authorized to take all such action as is provided to be taken by it as Administrative Agent hereunder or otherwise permitted under the Credit Agreement and all other action reasonably incidental thereto. As to any matters not expressly provided for herein or therein, Administrative Agent may request instructions from the Lenders and shall act or refrain from acting in accordance with written instructions from the Required Lenders or, in the absence of such instructions, in accordance with its discretion.
- (b) Administrative Agent shall not be responsible for the existence, genuineness or value of any of Grantors' Collateral or for the validity, perfection, priority or enforceability of the Security Interests, whether impaired by operation of law or by reason of any action or omission to act on its part. Administrative Agent shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Agreement by Grantors.

SECTION 12. Appointment of Co-Agents. At any time or times, in order to comply with any legal requirement in any jurisdiction, Administrative Agent may appoint another bank or trust company or one or more other Persons reasonably acceptable to the Required Lenders and, so long as no Event of Default has occurred or is continuing, Borrower, either to act as coagent or co-agents, jointly with Administrative Agent, or to act as separate agent or agents on behalf of Administrative Agent and the Secured Parties with such power and authority as may be necessary for the effectual operation of the provisions hereof and specified in the instrument of appointment (which may, in the discretion of Administrative Agent, include provisions for the protection of such co-agent or separate agent similar to the provisions of Section 11).

SECTION 13. Expenses. In the event that any Grantor fails to comply with the provisions of the Credit Agreement, this Agreement or any other Loan Document, such that the value of any of its Collateral or the validity, perfection, rank or value of the Security Interests are thereby diminished or potentially diminished or put at risk, Administrative Agent may, but shall not be required to, effect such compliance on behalf of such Grantor, and Grantors shall jointly and severally reimburse Administrative Agent for the reasonable and actual costs thereof on demand. All insurance expenses and all expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining and shipping such Collateral, any and all excise, stamp, intangibles, transfer, property, sales, and use taxes imposed by any state, federal, or local

authority or any other governmental authority on any of such Collateral (except to the extent any such taxes or contested in good faith by the applicable Grantor by appropriate proceedings and for which such Grantor is maintaining adequate reserves), or in respect of periodic appraisals and inspections of such Collateral, or in respect of the sale or other disposition thereof, shall be borne and paid by Grantors jointly and severally; and if Grantors fail promptly to pay any portion thereof when due, Administrative Agent may, at its option, but shall not be required to, pay the same and charge Grantors' accounts therefor, and Grantors agree jointly and severally to reimburse Administrative Agent therefor on demand. All sums so paid or incurred by Administrative Agent for any of the foregoing and any and all other sums for which Grantors may become liable hereunder and all costs and expenses (including reasonable attorneys' fees, legal expenses and court costs) incurred by Administrative Agent in enforcing or protecting the Security Interests or any of its rights or remedies thereon shall be payable by Grantors on demand and shall bear interest (after as well as before judgment) until paid at the default rate of interest set forth in the Credit Agreement and shall be additional Secured Obligations hereunder.

SECTION 14. Termination of Security Interests; Release of Collateral. Upon the repayment in full of all Secured Obligations, termination of all Commitments and (x) the termination of all Letters of Credit in a manner satisfactory to the Issuing Bank in its sole discretion or (y) the cash collateralization of the LC Exposure in accordance with the terms of the Credit Agreement, this Agreement and the Security Interests shall terminate and all rights to the Collateral shall revert to the Grantors. Upon any such termination of the Security Interests or release of such Collateral, the Administrative Agent will, at the expense of the Borrower, execute and deliver to the Borrower such documents as the Grantors shall reasonably request, but without recourse or warranty to the Administrative Agent, including but not limited to written authorization to file termination statements to evidence the termination of the Security Interests in such Collateral.

SECTION 15. Notices. All notices, requests and other communications to Grantors or Administrative Agent hereunder shall be delivered in the manner required by the Credit Agreement and shall be sufficiently given to Administrative Agent or any Grantor if addressed or delivered to them at, in the case of Administrative Agent and Borrower, its addresses and telecopier numbers specified in the Credit Agreement and in the case of any other Grantors, at their respective addresses and telecopier numbers provided in the Guaranty Agreement. All such notices and communications shall be deemed to have been duly given at the times set forth in the Credit Agreement.

#### SECTION 16. No Waiver; Remedies Cumulative.

(a) No failure or delay of Administrative Agent of any kind in exercising any power, right or remedy hereunder and no course of dealing between any Grantor on the one hand and Administrative Agent or any holder of any Note on the other hand shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy hereunder or under any other Loan Document, or any abandonment or discontinuance of steps to enforce such a power, right or remedy, preclude any other or further exercise thereof or the exercise of any other power, right or remedy. The rights of Administrative Agent hereunder and of Administrative Agent, Lenders and Issuing Bank under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No

waiver of any provision of this Agreement or consent to any departure by any party therefrom shall in any event be effective unless the same shall be permitted by subsection (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Grantor in any case shall entitle such Grantor to any other or further notice in similar or other circumstances.

- (b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between Grantors with respect to which such waiver, amendment or modification relates and Administrative Agent, with the prior written consent of the Required Lenders (except as otherwise provided in the Credit Agreement).
- SECTION 17. Successors and Assigns. This Agreement is for the benefit of Administrative Agent and the Secured Parties and their permitted successors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Agreement shall be binding on Grantors and their successors and assigns; provided, however, that no Grantor may assign any of its rights or obligations hereunder without the prior written consent of Administrative Agent and the Lenders.
- SECTION 18. Governing Law; Jurisdiction; Consent to Service of Process; Waiver of Jury Trial. Sections 10.5 and 10.6 of the Credit Agreement are incorporated herein, mutatis mutandis, as if a part hereof, and are applicable to the parties hereto.
- **SECTION 19.** Severability. Any provision of this Agreement held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof or thereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- SECTION 20. <u>Counterparts: Integration</u>. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronically scanned and transmitted counterpart), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement, together with the other Loan Documents, constitutes the entire agreement among the parties hereto regarding the subject matters hereof and supersedes all prior agreements and understandings, oral or written, regarding such subject matter.
- SECTION 21. Additional Grantors. Pursuant to Section 5.11 of the Credit Agreement, each Subsidiary (excluding any Foreign Subsidiary other than those Foreign Subsidiaries with respect to which Borrower has made a Foreign Loan Party Election in accordance with the Credit Agreement) that was not in existence on the date of the Credit Agreement is required to enter into this Agreement as a Grantor upon becoming such a Subsidiary (excluding any Foreign Subsidiary other than those Foreign Subsidiaries with respect to which Borrower has made a Foreign Loan Party Election in accordance with the Credit Agreement). Upon execution and delivery after the date hereof by Administrative Agent and such Subsidiary of an instrument substantially in the form of Exhibit A, such Subsidiary shall

become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any instrument adding an additional Grantor as a party to this Agreement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

**SECTION 22.** <u>Headings</u>. The headings of the sections and other provisions hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(Signatures on following page)

4508151v4

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

EXACTECH, INC., a Florida corporation

ALTIVA, LLC, a Delaware limited liability company

By: 100 C. H. 145 Name: 150 C. Ph. 145 Title: FO

BRIGHTON PARTNERS, LLC, a Florida limited liability company

By: fold his same: one C. Philips
Title: FO

EXACTECH INTERNATIONAL, LLC, a Florida limited liability company

By: HOEK THE TOTAL TITLE OF O

Security Agreement 4508151

### SCHEDULE I LIST OF FILING OFFICES

Name of Grantor	Jurisdiction	Office(s)
Exactech, Inc.	FL	Florida Secretary of State
Altiva, LLC	DE	Delaware State Index
Brighton Partners, LLC	FL	Florida Secretary of State
Exactech International, LLC	FL	Florida Secretary of State

450815194

### SCHEDULE II

Grantor's Exact Legal Name	Jurisdiction of Organization	Taxpayer ID Number	Organizational ID Number
Exactech, Inc.	FL	59-2603930	H85101
Altiva, LLC	DE	65-0677038	2744479
Brighton Partners, LLC	FL	65-0498306	L10000132633
Exactech International, LLC	FL	59-3699934	L10000132635

4508151v4

# SCHEDULE III COPYRIGHTS, TRADEMARKS AND PATENTS

Intellectual Property

[To be attached]

4508151v4

A+ INSTRUMENTATION 2284467 A-CELERATE 2975644
ACCELERATE ADD18543 ACCELERATE ADD18543
ACCELERATE PRP SPORT 77/793,062
ACCELERATE PRP SPORT 2975545
ACCELERATE PRP SPORT 830523553
52
ACUMATCH & DESIGN 1719096
ACUMATCH & DESIGN 44932
ACUMATCH & DESIGN 1689948
ARTHROFOCUS 77/365,190
ARTHROFOCUS \$60911034
CR SLOPE 1,518,561
CROWN CLP 2007-014157
CROWN CUP 829213526
CROWN CUP
CROWN CUP
diamond hip
EJARONO JOINTS
STAROND ON DIAMOND
E GRS DESIGN 77/894,084
5 8PS DESIGN 2010-005980
EQUINOXE 2009-004114
\$2017%0%E 830176800
#DCBMBX# 1807055

REEL: 004725 FRAME: 0641

Country	Subtype	Cisent	GT Ref	Title/Trademark	App No	App Date Reg Wo	No Reg Date	Owner	Renewal	Status
Horig Kong	Trademark	Exactech, Inc.	619870-	ЕХАСТЕСН	20739	9/16/2000		Exactech, Inc.		Pending
Korea (South)	Trademark	Exactech, Inc.	619870-073909	EXACTECH	44929			Exactech, Inc.		Pending
Teiwan	Trademark	Exactech, lnc.	019870-073907	EXACTECH	89083175			Exactech, Inc.		Pending
Canada	Trademark	Exactech, Inc.	019870-073902	EXACTECH	1,456,220	10/21/2009		Exactech, Inc.		Pending
Brazil	Trademark	Exactech, Inc.	01.9870-073905	EXACTECH				Exactech, Inc.		Pending
Argentina	Trademark	Exactech, Inc.	019870-073904	EXACTECH						Pending
Venezuela	Trademark	Exactech, Inc.	019879-793908	EXACTECH				Exactech, Inc.		Pending
Colombia	Trademark	Exactech, Inc.	019870-073903	EXACTECH	10012780	2/5/2810		Exactech, Inc.		Pending
India	Trademark	Exactech, Inc.	019870-056301	EXACTECH	1689949	5/22/2008		Exactech, Inc.		Pending
Зарап	Trademark	Exactech, Inc.	019870-	EXACTECH		8,7/2003	1012428	Exactech, Inc.	8/7/2015	8/7/2019 Pending
Switzerland	Trademark	Exactech, Inc.	019870- 073500A/WP-OH	exactech		8/7/2009	1612931	Exameda, Inc.	8/7/2019	8/7/2019 Pending
China	Trademark	Exactech, Inc.	Section 1	EXACTECH ASIA	1715058			Exactech, Inc.		Pending
Hong Kong	Trademark	Exactech, Inc.		EXACTECH ASIA	20800	9/16/2000		Exactech, Inc.		Pending
Taiwan	Trødemark	Exactech, inc.		EXACTECH ASIA	89653173			Exactech, Inc.		Pending
United States of	Trademark	Exactech, Inc.		exactech GPS	77/818,852	9/2/2009		Exactech, Inc.		Pending
Sarapean Union	Trademark	Exactech, Inc.	013879- 674000/400.EM	EXACTECH GPS	A0016639	2/24/2010		Exactech, Inc.	2/24/2020 Pending	Pending
Maded	Trademark	Exectech, Inc.	018870	EKACTECH GPS	A001.6839	2/24/2010		Exactech, Inc.	2/24/2020 Pending	Pending
Korea (South)	Trademark	Exactech, Inc.		EXACTECH GPS	A0018839	2/24/2010		Exactach, Inc.	2/24/2020 Pending	Pending
Canada	Trademark	Exactech, Inc.	019870-073003	EXACTECH GPS	1471125	3/1/2010		Exactech, Inc.		Pending
Angentine	Trademark	Exactech, Inc.	019870-073004	EXACTECH GPS	2982534	3/1/2010		Exactech, Inc.		Rending
Hong Kong	Trademark	Exactech, Inc.	019870-073008	EXACTECH GPS	301554020	3/2/2010		Exactech, Inc.	37.1/2024	3/1/2020 Pending
1770-1871 1770-1871	Trademark	Exactech, inc.	019870-073005	EXACTECH GPS	830540032	3/2/2610		Exactech, Inc.		Pending
United States of	Trademark	Skedtech, Inc.	019870-794200	FORTEGRA	77/920,689	1/25/2010		Exactech, Inc.		Pending
Venezivelis	Trademank	Exactech, Inc.	019870-794211	FORTEGRA	2010-012213	7/29/2610		Exactech, Inc.		Pending
Argentina	Trademark	Exactech, Inc.	019876-794201	FORTEGRA	301,8861	7/26/2010		Exactech, Inc.		Pending
D.	Trademark	Exactach, Inc.	019876-794210	FORTEGRA	99036037	7/26/2010		Exactech, Inc.		Pending
Section	Trademark	Exactech, Inc.	019876-794207	FORTEGRA	1999029	7/26/2010		Exactech, Inc.		Pending
New Zealand	Trademark	Exactado, Inc.	019870-794209	FORTEGRA	827852	8/9/2016		Exactech, Inc.		Pending
Australia	Trademark	Egactech, Inc.	019870- 794200/WP-AU	FORTEGRA	A0020674	7/26/2010		Exactech, Inc.		Pending

Status	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Swpuss	Pending	Panding	Pending	Pending	Pending	Pending	Pending	pending	Suppose	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending
Renewai																								4	12	1	: 33		ív.
Owner	Exactech, Inc.	Exactech, Inc.	Exactedit, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactach, Inc.	Exactedt, inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactach, Inc.	Exactach, 36c.	Exactech, Inc.	Exactech, inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, inc.	Exactech, Inc.
Reg Date																					4								
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App Date R	7/26/2010	7/26/2010	7/26/2010	7/26/2010	7/26/2010	7/26/2010	7/26/2010	27/29/2010	12/11/2008	8/24/2010	8/24/2010	8/24/2010	8/24/2010	01/22/2010	8/26/2010	8/27/2910	8/25/2010	8/36/2010	11/12/2008	9(2:/2010	9/28/2010	9/28/2010	9/28/2010	9/28/2010	9/28/2010	9/29/2010	9/30/2010	9/30/2010	1/6/2011
App No	A0020574	A0020674	A0020674	A0020674	A0020674	1,490,044	314514	301673109	77/898/77	A0021013	A0021013	A0021013	A0021013	830751033		2010-014409	3025898	918,994	77/612,609	85/134,315	A0021243	A0021243	A0021243	A0021243	1,497,565		2032081	033811086	2611-000164
Title/Trademark	FORTEGRA	FORTEGRA	FORTEGRA	FORTEGRA	FORTEGRA	FORTEGRA	FORTEGRA	FORTEGRA	GIBRALT	GJBRALT	GIBRALT	GIBRALT	GIBRALT	GIBRALT	GIBRALT	GIBRALT	GIBRALT	GIBRALT	INTEGRIP	LOGIC FIT	LOGIC FIT	LOGIC FIT	LOGIC HT	LOGIC FIT	LOGIC RT	LOSIC FIT	LOGIC FIT	LOGIC FIT	LOGIC FIT
GT Ref	019870-	019876-	019870- 794756/WP-1P	019876- TEANAGE ER	(19870-	019870-794204	019870-794205	019870-794203	019670-794300	019870- 794300/WP-AU	019870- 794300/WP-CN	019870- 794300/WP.FM	019870- 7043000000-KR	019870-794302	019870-794307	019870-794311	019870-794301	019870-794304	019870-072200	019870-074028	173481/WP-AU	173481/WP-EM	173481/WP-JP	173481/WP-KR	019370-074029	019870-074027	019870-074026	019870-074031	019870-074030
Client	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.	Exactech, Inc.
Subtype	Trademark	Trademark	Trademark	Trademante	Trademank	Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Tradeniark	Trademark	Trademark	Trademark	Trademark	Trademark	Trademark
Yype												- december																	
Country	China	European Union	Japan	Korea (South)	Turkey	Canada	Chile	Hong Kong	United States of	Australie	China	European Salon	Korea (South)	Grazi)	India	Venezuela	Argentinz	O.	United States of	United States of	Australia	Eurapean Union	guedey RA	(upnos) sauces	Canada Canada	eigunojo AR	India	Talwan	Venezuela

Country	Type	Subtype	Client	GT Ref	Title/Trademark	App No	App Date   Reg No	Reg Date	Owner	Kenewa!	Status
Argentina		Trademark	Exactech, Inc.	019870-074022	LOGIC HT	3034882	9/29/2010		Exactech, Inc.		Pending
Chile		Trademark	Exactech, Inc.	019870-074025	LOGIC FIT	922943	9/30/2010		Exactech, Inc.		Pending
United States of		Trademark	Exactech, Inc.	019870-066800	lpi prime	77/225,966	7/10/2007		Exactech, Inc.		Pending
Colombia		Trademark	Exactech, Inc.	019870-054906	NOVATION		5/24/2004		Exactech, Inc.		Pending
Canada		Trademark	Exactech, Inc.	109870-	NOVATION	1,518,362	3/9/2011				Pending
gridita		Trademark	Exactech, Inc.	019870-068002	NOVATION CFS	1645111	1/23/2008		Exactech, Inc.		Pending
Canada		Trademark	Exactech, Inc.	019670-068003	NOVATION CFS	1379080	1/14/2008		exactech, inc.		Pending
Venezuela		Trademark	Exactecis, inc.	019870	NOVATION CFS	13029	7/7/2:008		Exactech, Inc.		Pending
Canada		Trademark	Esactach, Inc.	019670- 019670- 068003/2	NOVATION OF	1,511,302	1714/2011		Exactach, Inc.		Pending
		Trademark	Exactect, Inc.	019870- 064008/1	NOVATION CROWN CUP	2008-102037	12/13/2003		Exactech, Inc.		Pending
United States of		Trademark	Exactach, Inc.	019870-066700	NOVATION LPI PRIME	956'572'22	7/10/2007		Exactech, Inc.		Pending
Canada		Tredemark	Exactech, Inc.	019870-055417	OPTECURE	1,245,615	271.1/2005		Exactech, Inc.		Pending
Canada		Trademark	Exactech, Inc.	019870-	OPTECURE	1,514,307	2/8/2011				Pending
China		Trademark	Exactech, Inc.	019870-055305	ОРТЕМХ	4507451	2/16/2003		Exactech, Inc.		Pending
Mexico		Trademark	Exactech, Inc.	019870-055311	ортемк	701,603	2/11/2005		Exactech, Inc.		Pending
Canada		Trademark	Exacesch, Inc.	019870-	QPTEMX.	1,514,332	2/8/2011		Exectech, Inc.		Pending
China	Trademark	Trademark	Exaceech, Inc.		OFTETRAK	1715087			čzectech, Inc.		Pending
Нопд Копд	Trademerk	Trademark	Exactech, Inc.	019870- 050000/23	OFTERRAK	20640			Exactech, Inc.	:	Pending
Korea (South)	Trademark	Trademark	Exectech, Inc.	019870- 051505/KR1	OPTETRAK	44930			Exactech, Inc.		Pending
India	Trademark	Trademark	Exactech, Inc.	019870-068005	OPTETRAK	1689946	5/22/2008		Exactech, Inc.		Pending
Venezuela	Trademark	Trademark	Exactech, Inc.	173578	173578 OPTETRAK	201-003115	3/10/2018		Exactects, Inc.		Pending
Turkey.	: :	Trademark	Exactech, inc.	019870-067508	OPTETRAK LOGIC	2010/14284	3/5/2010		Exactech, Inc.		Pending
D A		Trademark	Exactech, inc.	019870-067605	OPTETRAK LOGIC	630541527	3/5/2010		Exacteca, Inc.		Pending
DE United States of		Trademark	Exactech, Inc.	019370-	PHASIC	691/270/50	6/25/2010		Exactech, Inc.		Pending
VI United States of		Trademark	Exactech, Inc.	019870-794100	PROLIANT	77/895,763	12/17/2009		Exactech, Inc.		Pending
Australia		Trademark	Exactech, Inc.	019876- 7941007WP-4H	PROLIANT	A0021612	8/24/2010		Exactech, Inc.		Pending
China		Trademark	Exactech, Inc.	0:9870- 794100/WP-CN	PROLIANT	40021612	8/24/2010		Exactech, Inc.		Pending
European Union		Trademark	Exactech, Inc.	019870- 794100/WP.FM	PROLIANT	A0021012	8/24/2010		Exactech, Inc.		Pending
Korea (South)		Trademark	Exactech, Inc.	019870- 794100/WP-KR	PROLJANT	A0021012	8/24/2010		Exactech, Inc.		Pending

Country	Type	Subtype	Client	GT Ref	Title/Trademark	App No	App Date Re	Reg No Re	Reg Date Owner	Renewał Status
Srazii		Trademark	Exactech, Inc.	019870-794102	PROLLANT	830751017	8/27/2016		Exactech, Inc.	Pending
India		Trademark	Exactech, Inc.	019870-794107	PROLIANT		8/26/2010		Exactech, Inc.	Pending
Venezuela		Trademark	Exactech, Inc.	019870-794111	PROLIANT	2016-014403	8/27/2010		Exactech, Inc.	Pending
Argentina		Trademark	Exactech, Inc.	019870-794101	PROLLANT	3025895	8/25/2010		Exactech, Inc.	Pending
Chile		Trademark	Exactech, inc.	019870-794104	PROCLANT	918,993	8/30/2010		Exactech, Inc.	Pending
New Zealand		Trademark	Exactech, Inc.	019870-055915	RBK	725081	2/11/2005		Exactech, Inc.	Pending
Canada		Trademark	Exactech, Inc.	019870-055917	RBK	1,246,753	2/11/2005		Exactech, Inc.	Pending
Cattada		Trademark	Exactech, Inc.	019870-	Rak	1,514,560	2/9/2011		Exactech, Inc.	Pending
Turkey		Trademark	Exactech, Inc.	019870-055816	ROTATING BEARING	2005/04183	2/14/2005		Exactech, Inc.	Pending
Argeidina		Trademerk	Exactech, Inc.	019870-055802	ROTATING BEARING	2571231	2/11/2008		Exactech, Inc.	Pending
United States of		Trademark	Exectech, Inc.	174424		85/233,312	2/3/2011		Exactech, Inc.	Pending
America United States of		Trademank	Exactech, Inc.	019870-074011	ТСИТГОК	85/053,982	6/3/2019		Exactech, Inc.	Pending
America Colombia		Trademark	Exactech, Inc.	019870-074007	ТБНТ.ОК		12/7/2010		Exactech, Inc.	Pending
Argentina		Trademark	Exactech, Inc.	019870-078019	пситок	3051455	12/6/2010		Exactech, Inc.	Pending
Brazil		Trademark	Exactech, Inc.	019870-074006	тенток	903194163	0102/6/23		Exactach, Inc.	Pending
Cd1%		Trademark	Exactech, Ing.	015870-	TIGHTLOK	*0022527	12/2/2010	1060413	Exactech, Inc.	हुत्सात्त्रकेते स्थापना
China		Trademark	Exactech, Inc.	019870-	TIGHTLOK	40022537	12/1/2010	1060413	Exactach, Inc.	Penting
European Union		Trademark	Exactech, Inc.	019870-	ТСНТСОК	ADD22537	12/2/2010	1060413	Exactech, Inc.	Secretaring
Јарап		Trademark	Exactech, Inc.	de per en	Tightigak	A0011537	12/2/2010	1060413	Exactech, Inc.	Suspuad
United States of		Trademark	Exactech, Inc.	17442	174426 VIVALTA	85/233,370	2/3/2011		Exactech, Inc.	Pending
America Australia	Service Mack	Trademark	Exactech, Inc.	019870-053101	A GREAT DAY IN THE O.R.	959086	6/24/2003		5/24/2003 Exactech, Inc.	6/24/2013 Registered
China	Service Nark	Trademark	Exactedit, Inc.	19870-053102	A GREAT DAY IN THE	3623550		2623550	8/14/2008 Exactech, Inc.	8/13/2018 Registered
European Union	Service Mark	Tradomerk	Exactech, Inc.	619870-053103		3243177	6/25/2003	3243177	3/1/2005 Exactech, Inc.	6/30/2013 Registered
Hong Kong	Tredemark	Trademark	Exactech, Inc.	019870-053104	A GREAT DAY IN THE	330040706	6/30/2003	300040706	6/30/2003 Exactech, Inc.	6/29/2013 Registered
Talwan Talwan	Service Mark	Trademark	Exactech, Inc.	019870-053105	A GREAT DAY IN THE	92041173	7/2/2003	1112572	7/14/2004 Exactech, Inc.	7/13/2014 Registered
	Service Mark	Trademark	Exactech, Inc.	019870-	A GREAT DAY IN THE	78/911,443	6/19/2006	3,352,245	12/11/2007 Exactech, Inc.	12/11/2017 Registered
		Trademark	Exactech, Inc.			77/538,560	8/4/2003	3,870,948	11/2/2010 Exactech, Inc.	11/2/2020 Registered
amenica United States of		Trademark	Exactech, Inc.	019870-063800	ACCELERATE	73/904,752	9/21/2006	3,319,217	10/23/2007 Exactech, Inc.	10/23/2017 Registered
America WIPS		Trademark	Exactech, Inc.	019870- 063800/W	ACCELERATE	A0018543	1/28/2010	1030797	1/28/2016 Exactech, Inc.	1/28/2020 Registered

Country	Yype	Subtype	Client	GT Ref	Title/Trademark	w ddw	App Date   Ke	Keg Ro K	Reg Date Owner	Renewal Status
Colombia		Trademark	Exactech, Inc.	019870-72900/4	ACCELERATE PRP SPORT	10009381	1/29/2016	410494	9/21/2010 Exactech, Inc.	9/21/2020 Registered
WIPO		Trademark	Exactech, Inc.	019870-	ACCELERATE PRP SPORT A0018542	F A0018542	1/25/2010	1028420	1/28/2010 Exactech, Inc.	1/29/2020 Registered
Australia		Trademark	Exactech, Inc.	019870-	ACCELERATE PRP SPORT A0018542	r A0018542	1/29/2010	1351174	1/29/2010 Exactech, Inc.	1/29/2020 Registered
Japan		Trademark	Exactech, Inc.	019870-	ACCELERATE PRP SPORT A0018542	F A0018542	1/29/2010	1028420	9/3/2010 Exactech, Inc.	1/29/2020 Registered
United States of		Trademark	Exactech, Inc.	019870-06660	ACUDRIVER	77/216,539	6/27/2007	3,479,123	8/5/2008 Exactech, Inc.	8/S/2018 Registered
Chile	Trademark	Trademark	Exactech, Inc.	019870-	ACUMATCH & DESIGN	574160	7/15/2002	654959	1/17/2003 Exactech, Inc.	1/17/2013 Registered
United States of	Trademark	Trademark	Exactech, Inc.	-0000	ACUMATCH & DESIGN	75/754,197	6661/61/2	2,360,097	6/20/2000 Exactech, Inc.	6/20/2020 Registered
Japan		Trademark	Exactech, Inc.	01987D-	ACUMATCH & DESIGN	200-3265	1/17/2000	4455534	2/23/2001 Exactech, Inc.	2/23/2021 Registered
Hong Kung		Trademark	Exactach, Inc.	019870-	ACUMATCH & DESIGN		7/19/1999	200013092	7/19/1999 Exactech, Inc.	7/19/2016 Registered
European Union		Trademark	Exactech, Inc.	019870- 050888/2	ACUMATCH & DESIGN	1453117	1/7/2000	1453117	1/24/2001 Exactech, Inc.	1/7/2020 Registered
Turkey		Trademark	Exactech, Inc.		ACUMATCH & DESIGN	228000/0002	1/13/2000 2000/60052	300/00052	1/13/2000 Exactech, Inc.	1/13/2020 Registered
Talkan		Trademark	Exactech, Inc.	019870- 050000/4	ACUMATCH & DESIGN	8900316	1/19/2000	912646	11/1/2000 Exactech, Inc.	10/31/2020 Registered
Colombia		Trademark	Exactech, Inc.	019870-052701	ACUMATCH & DESIGN	3419	1/18/2000	230967	12/29/2006 Exactect, Inc.	12/29/2020 Registered
Austrelie		Trademark	Exactech, Inc.	#19670- 05000021	ACUMATCH & DESIGN	819283	1/6/2000	819283	1/6/2000 Exactech, Inc.	1/6/2020 Registered
Argentina		Trademark	Esactath, Inc.	019870- 052700/8	ACUMATICH AND DESIGN	2,251,309	6002/2/1	1,831,470	5/29/2001 Exactech, Inc.	5/29/2011 Registered
United States of		Trademark	Exactech, inc.	018870-062100	A495	76/647,326	9/23/3065	3,356,812	12/18/2007 Exactach, 10d.	11/18/2017 Registered
United States of		Trademark	Exactech, Inc.	0.19870-	ALTES	77/080,307	1/10/2002	3,387,746	2/26/2008 Altiva	2/26/2018 Registered
United States of		Trademark	Exactech, Inc.	019870-	ALTIVA	76/312,008	9/13/2801	2,597,878	7/23/2002 Altiva	7/23/2012 Registered
America United States of		Trademark	Exactech, Inc.	019870- 019870- 068200:154	AL TIVA	78/376,320	3/11/2004	2,934,964	3/22/2005 Altiva Cornection	3/12/3015 Registered
Korea (South)		Trademark	Exactech, Inc.	\$ · · · · · ·	ALTIVA	46-2002-	3/13/2002	572,710	1/28/2004	1/28/2014 Registered
United States of		Trademark	Exactech, Inc.	019870- 068200USS	ALTIVA CORPORATION	75/751,276		2,493,869	10/2/2001 Altiva Corporation	10/2/2011 Registered
Lunted States of		Tredemark	Exactech, Inc.	019870- 068200/6	ARCTEC	78/601,137		3,379,337	2/5/2008 Altiva Cerporation	2/5/2018 Registered
**		Trademark	Exactech, Inc.	019870-068102	ARTHROFOCUS	784008	1/7/2008	784008	1/7/2008 Exactech, Inc.	1/7/2018 Registered
Odim. DE		Trademark	Exactech, Inc.	019870-068101	ARTHROFOCUS	A0011282	2/6/2008	964619	2/6/2008 Exactech, Inc.	Z/6/2018 Registered
V Australia		Trademark	Exactech, Inc.	162078/WP-AU	ARTHROFOCUS	AGG11282	2/6/2008	964619	2/6/2008 Exactech, Inc.	2/6/2018 Registered
China		Trademark	Exactech, Inc.	162078/W-CN	ARTHROFOCUS	40011283	2/6/2008	964619	2/6/2008 Exactech, Inc.	2/6/2018 Registered
European Union		Trademark	Exactech, Inc.	162078/WP-EM	ARTHROFOCUS	A0011282	2/6/2008	964519	2/5/2008 Exactech, Inc.	2/6/2018 Registered
Italy		Trademark	Exactech, Inc.	162078/W-IT	ARTHROFOCUS	A0011282	2/6/2008	964519	2/6/2008 Exactech, Inc.	2/6/2018 Registered
Зарап		Trademark	Exactech, Inc.	162078/WP-JP	ARTHROFOCUS	AG021282	2/6/2008	964619	2/6/2008 Exactech, Inc.	2/6/2018 Registered

ပိ	Country	Type	Subtype	Client	GT Ref	Title/Trademark	App No	App Date Re	Reg No R	Reg Date Owner	Renewal Status
χ̈́	Korea (South)		Trademark	Exactech, Inc.	162078/WP-KR	ARTHROFOCUS	A0011282	2/6/2008	964619	2/6/2008 Exactech, Inc.	2/6/2018 Registered
ij	Chile		Trademark	Exactech, Inc.	019870-	ARTHROFOCUS	811892	3/18/2008	827874	9/22/2008 Exactech, Inc.	9/11/2018 Registered
<u> </u>	United States of		Trademark	Exactech, Inc.	019870-055200	AURA	76/602,471	7/12/2004	3,058,458	2/14/2006 Exactech, Inc.	2/14/2016 Registered
£ 5	America United States of		Trademark	Exactech, Inc.	019870-	CERVIEW	78/601,176	4/4/2005	3,073,449	3/28/2006 Altiva	3/28/2016 Registered
# 55 5	America United States of		Trademark	Exactech, Inc.	068200US7 019870-061800	CONNEXION GXI.	76/634,179	3/23/2005	3,258,846	Corporation 7/24/2007 Exactech, Inc.	7/24/2017 Registered
4. 4	America Australia		Trademark	Exactech, Inc.	019870-061801	CONNEXION GXL	1074858	9/13/2605	1074858	9/13/2005 Exactech, Inc.	9/13/2015 Registered
ő	China		Trademark	Exactech, Inc.	019870-061804	CONNEXION GXL	4903731	9/13/2005	4903731	1/28/2009 Exactech, Inc.	1/27/2019 Registered
ដ	European Union		Trademark	Exactech, Inc.	019870-061803	CONNEXION GXI.	4635504	9/14/2005	4635504	10/3/2006 Exactech, Inc.	9/14/2015 Registered
ກິ	United States of		Trademark	Exactech, Inc.	175522	175522 CONTOUR	75/264,175	3/26/1997	2,485,479	9/4/2001	9/4/2011 Registered
₹5,	America United States of		Trademark	Exactech, Inc.	01.9870-057300	CR SLOPE	77/254,018	8/13/2007	3,566,125	1/20/2009 Exactech, Inc.	1/20/2019 Registered
¥.	Afrierica Australia		Trademark	Exactech, Inc.	019870-067303	CR SLOPE	1194376	3/26/2007	1194376	8/25/2557 Exactech, Inc.	8/20/2017 Registered
ä	Srazii		Trademark	Exactech, Inc.	019870-067302	CR. SLOPE	829357173	9/10/100/	829357173	12/22/2009 Exactech, Inc.	12/22/2019 Registered
นี	European Union		Trademark	Exactech, Inc.	091870-067304	CR SLOPE	6233483	8/14/2007	6233481	12/11/2008 Exactech, Inc.	8/14/2017 Registered
Š	United States of		Trademark	Exactech, Inc.	019870-	CROWN CUP	77/116,739	2/26/2007	3,441,740	6/3/2008 Exactech, Inc.	6/3/2018 Registered
कें प्री	America European Union		Trademank	Exactech, Inc.	019870-064003	CROWN CUP	5765654	3/6/2007	5765664	2/11/2008 Exactects, Inc.	3/6/2017 Registered
A.	WPO		Trademark	Exactech, Inc.	019870-064000	CROWN CUP	# ·····	2/30/2003	946890	5/30/2007 Exactech, Inc.	5/30/2017 Registered
ರ	Colombia		Trademenk	Exactech, Inc.	019870-054004	CROWN CUP	7052565	5/25/2007	359403	8/12/2008 Exactech, Inc.	8/12/2018 Registered
ž	New Zealand		Trademark	Exactech, Inc.	019370-054005	CROWN CUP	769118	5/25/2007	769118	2/26/2007 Exacteds, 16c.	5/25/2017 Registered
Ű	Canada		Tredemark	Exactech, ISC.	019870-064003	своми спь	1348635	5/28/2007 TMA769,302	4A769,302	6/10/2010 Exactech, 1nc.	8/10/2025 Registered
Ö	Singapore		Trademark	Exactech, Inc.	158041/WP-SG	CROWN CUP		8/38/2007	946890	5/30/2007 Exactech, Inc.	5/30/2017 Registered
셯	Australia		Trademark	Exactech, Inc.	019870-	CROWN CUP		2/30/2002	946890	5/30/2007 Exactech, Inc.	5/30/2017 Registered
	China		Trademark	Exactech, Inc.		CROWN CUP		2,30,/2007	946890	5/30/2007 Exactech, Inc.	5/30/2017 Registered
ା≓ RA	Turkey		Trademark	Exactech, inc.	019870-	CROWN CUP		5/30/2007	946390	5/30/2007 Exactech, Inc.	5/30/2017 Registered
	European Union		Tradersark	Exactech, Inc.	019370-061103	DIAMOND HIP	4567095	2/28/2008	4567095	12/15/2006 Exactech, Inc.	7/28/2015 Registered
	Japan		Trademark	Exactech, Inc.	019870-051104	DIAMOND HIP	2005-069384	7/27/3005	5002405	11/10/2006 Exactech, Inc.	11/10/2016 Registered
™ ARŁ	European Union		Trademank	Exactech, Inc.	819870-061303	DIAMOND JOINTS	4567103	7/28/2005	4567103	1/18/2007 Exactech, Inc.	7/28/2015 Registered
	วิลุกลก		Trademark	Exactech, Inc.	019870-061304	DIAMOND JOINTS	2005-069383	7/27/2003	5002404	11/10/2006 Exactech, Inc.	11/10/2016 Registered
ូលី	European Union		Trademark	Trademark Exactech, Inc.	019870-061603	DIAMOND ON DIAMOND 4567111	4567111	7/28/2005	4567111	4567111 12/15/2006 Exactech, Inc.	7/28/2015 Registered
10	Japan		Trademark	Exactech, Inc.	019670-061504	DIAMOND ON DIAMOND 2005-069382	2005-069382	\$00Z/1Z/1	5002403	5002403, 11/10/2006 Exactech, Inc.	11/10/2016 Registered

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United States of		Trademark	Exactech, Inc.	019870-	EXACTECH	73/804,174	6/1/1989	1,650,672	7/16/1991 Exactech, Inc.	7/16/2011 Registered	ered
America Canada		Trademark	Exactech, Inc.	073901/2 019870-056300	EXACTECH	1,250,140	3/10/2005	658912	7/28/2006 Exactech, Inc.	7/28/2021 Registered	pared
China		Trademark	Exactech, Inc.	013873-	EXACTECH	1782270	9/22/2000	1782270	6/7/2002 Exactech, Inc.	6/6/2012 Registered	ered
United States of		Trademark	Exactech, Inc.	019870-073901	ехастесн	77/792,130	7/29/2009	3,877,806	11/16/2010 Exactech, Inc.	11/16/2020 Registered	ered
America Linked States of		Trademark	Exactech, Inc.	019870-	EXACTECH	77/792,119	7/29/2009	3,868,433	10/26/2010 Exactech, Inc.	10/26/2020 Registered	ered
MUPO WEPO		Trademark	Exactech, Inc.		<b>EXACTECH</b>		6/7/2009	1012428	8/7/2009 Exactech, Inc.	8/7/2019 Registered	ered
WIRS		Trademark	Exactech, Inc.	019870- 073600/2	EXACTECH		8/7/2009	1012031	8/7/2009 Exactech, Inc.	8/7/2019 Registered	ered
2apan		Trademark	Exactech, Inc.	019870-	exactec+	H01-132208	11/22/1989	2493115	12/25/1992 Exactech, Inc.	12/25/2012 Registered	ered
Hong Kong		Trademark	Exactech, Inc.	019870-073906	EXACTECH	301456704	10/22/2009	301456704	10/22/2009 Exactech, Inc.	10/21/2019 Registered	pered
Chime		Trademark	Exactech, Inc.	019870- 073800/WR-CN	EXACTECH		8/7/2009	10:2428	8/7/2009 Exactech, Inc.	8/7/2019 Registered	ered
European Union		Trademark	Exactech, Inc.		EXACTECS		8/7/2009	1012428	8/7/2009 Exactech, Inc.	8/7/2019 Registered	para
Korea (South)		Trademark	Exactech, Inc.	0.19870	EXACTECH		8/7/2009	1013428	8/7/2009 Exactech, Inc.	8/7/2019 Registered	ered
Switzerland		Trademark	Exactech, Inc.	00-10-10	EXACTECH		6002/1/8	1012428	3/7/2009 Exactech, Inc.	8/7/2019 Registered	ered
Korea (South)		Trademark	Exactech, Inc.		EXACTECH		8(7/2009	1012031	8/7/2009 Exactech, Inc.	8/7/2019 Registered	ered
Australia		Trademark	Exactech, Inc.		EXACTECH		8/7/2009	1012031	8/7/2009 Exactech, Inc.	8/7/2019 Registered	ered
Japan		Trademark	Exactech, inc.		EXACTECH		8/7/7:009	1012031	8/7/2009 Exactech, inc.	8/7/2019 Registered	ered
Mexico		Trademark	Exactech, Inc.	1736.99	173698 EXACTECH	183511	1/23/1994	482491	11/14/1994	1/20/2014 Registered	ered
Mexico		Trademark.	Exactech, Inc.		173699 EXACTECH	188510	1/20/1994	802743	8/8/2003	1/20/2014 Registered	ered
Nexico		Tredemark	Exactech, Inc.	17370	173700 EXACTECH	188525	1/20/1994	502251	8/30/1995	1/26/2014 Registered	ered
Calambia		Trademark	Exactech, Inc.		173779 EXACTECH			94022533		9/28/2014 Registered	ered
Venezuela		Trademark	Exactech, Inc.	17378	173780 EXACTECH			94005415		2/1/2016 Registered	ered
Australia		Trademark	Exactech, Inc.	019870-073002	EXACTECH GPS	1347430	2/23/2016	1347430	2/23/2010 Exactech, Inc.	2/23/2020 Registered	ered
DA WIPO		Trademerk	Exactech, Inc.	019870-	EXACTECH GPS	A0018839	2/24/2016	1031703	2/24/2010 Exactech, Inc.	2/24/2020 Registered	ered
China		Trademark	Exactech, Inc.	019870- 073600/WP-CN	EXACTECH GPS	A0018839	2/24/2010	1031703	2/24/2010 Exactech, Inc.	2/24/2020 Registered	ered
V European Union		Trademark	Exactech, Inc.	019870-794600	EXACTECH IBERICA	8888141	2/16/2010	5388141	8/10/2010 Exactech, Inc.	2/16/2020 Registered	ered
Spain		Trademark	Exactech, Inc.	019870-794700	EXACTECH IBERICA	2913732	2/16/2010	2913732	2/16/2010 Exactech, Inc.	2/16/2020 Registered	ered
European Umon		Trademark	Exactech, Inc.	019870-794800	EXACTECH IBERICA	8888984	2/17/2010	8888984	8/10/2010 Exactech, Inc.	2/17/2020 Registered	ered
Mexico		Trademark	Exactath, Inc.	019870-794208		1,107,299	7/26/2010	1,191,434	11/26/2010 Exactech, Inc.	7/26/2020 Registered	ered
ONIPO		Trademark	Exactech, Inc.	019870~ 794200/W	FORTEGRA	A0020574	7/26/2010	1046391	7/26/2010 Exactech, Inc.	7/26/2020 Registered	ered

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Colombia		Trademark	Exactech, Inc.	619870-794206	FORTEGRA	411791	7/26/2010	411791	3/29/2011 Exactech, Inc.	3/29/2021 Registered
WIPO		Trødemark	Exactech, Inc.	019876	GIERALT	ADDZIO13	8/24/2010	1051007	8/24/2010 Exactech, Inc.	8/24/2020 Registered
Зарап		Trademark	Exactech, Inc.	019870	SIBRALT	A0021013	8/24/2010	105007	8/24/2010 Exactech, Inc.	8/24/2020 Registered
Taiwan		Trademark	Exactech, Inc.	019870-794310	Ø18K#5.T	99042996	6/31/2010	1455722	4/1/2011 Exactech, Inc.	3/31/2021 Registered
Colombia		Trademark	Exactech, Inc.	173330	173330 GIBRALT	10104726	8/25/2010	417870	1/31/2011 Exactech, Inc.	1/31/2021 Registered
United States of		Trademark	Exactech, Inc.	019870-056400	GXL	76/635,848	4/11/2005	3,268,854	7/24/2007 Exactech, Inc.	7/24/2017 Registered
United States of		Trademark	Exactech, Inc.	019870-050000		76/563,739	11/24/2003	3,083,241	4/18/2006 Exactech, Inc.	4/18/2016 Registered
United States of		Trademark	Exactech, Inc.	019870-054400	HI-FLEX	76/553,738	11/24/2003	3,085,871	4/25/2006 Exactech, Inc.	4/25/2016 Registered
United States of America		Trademerk	Exactech, Inc.	019870-	HYDRALOK	77/050,059		3,285,173	8/28/2007 Altive Corporation	8/28/2017 Registered
WIPO		Trademerk	Exactech, Inc.	019870-074021	LOGIC FIT	A0021243	9/28/2010	1054016	9/28/2010 Exactech, Inc.	9/28/2020 Registered
United States of		Trademark	Exactech, Inc.	19870066600 LPI	3 LPI	76/515,957	10/14/2004	3,303,126	10/2/2007 Exactech, Inc.	10/2/2017 Registered
Unified States of		Trademark	Exactech, Inc.	019870-050000-	MCS	74/037,908	3/13/1990	1,713,359	9/8/1992 Exactech, Inc.	9/8/2012 Registered
United States of		Trademark	Exactech, Inc.	019870-	NOVATION	75/593,528	5/24/2004	3,268,767	7/24/2007 Exactech, Inc.	7/34/2017 Registered
rugnes Turkey		Trademark	Exactech, Inc.	019870- 019870-	NOVATION	2004/38306	11/24/2034	38306	11/24/2004 Exactech, Inc.	11/24/2014 Registered
Такмал		Trademark	Exactech, Inc.	019870-054912	NOVATION	93054766	11/24/2004	1179524	11/1/2005 Exactech, Inc.	18/31/2015 Registered
Brazil		Trademark	Exactech, Inc.	019870-054904	NOVATION	827094053	11/24/2004	827094051	3/4/2008 Exactech, Inc.	3/4/2018 Registered
Argentina		Trademark	Exactech, Inc.	019870-054902	NOVATION	2556760	11/24/2004	3300388	11/30/2007 Exactech, Inc.	11/30/2017 Registered
Australia		Trademark	Exactech, Inc.	019870-054903	NOVATION	1031551	11/24/2004	1031551	11/24/2004 Exactech, Inc.	11/24/2014 Registered
Hong Kang		Trademark	Exactech, Inc.	019870-054907	NOVATION	300324440	11/23/2004	30324440	11/23/2004 Exactech, Inc.	11/22/2014 Registered
China		Tredemark	Exactech, Inc.	019870-054905	MOVATION	4379907	5/24/2004	4379907	2/28/2008 Exactech, Inc.	2/27/2018 Registared
Suropean Union		Trademark	Exactech, Inc.	019870-054901	MOVATION	4140001	11/24/2004	4140001	7/10/2006 Exactech, Inc.	11/24/2014 Registered
<b>→</b> Wew Zealand		Trademark	Exactech, Inc.	019870-054914	MOVATION	721931	5/24/2004	721931	11/34/2007 Exactech, Inc.	5/24/2014 Registered
espess		Trademark	Exactech, Inc.	019870-054908	MOVATION	1321222	11/24/2004	1931717	11723/2004 Exactech, fre.	11/24/2014 Registered
Venezuela		Trademark	Exactech, Inc.	019870-054913	NOVATION	2004-020295	5/24/2004 P-267723	.287723	2/16/2006 Exactech, Inc.	2/16/2016 Registered
S) West		Trademark	Exactech, Inc.	019870-054911	ROVATION	096,688	5/24/2004	968,939	11/24/2004 Exactech, Inc.	5/24/2014 Registered
uedet A Di		Trademark	Exactech, Inc.	019870-054909	МОУАПОМ	2004-111316	5/24/2004	4860480	4/23/2005 Exactech, Inc.	4/28/2015 Registered
Korea (South)		Trademark	Exactech, Inc.	019870-054910	MOYATION	2004-53145	5/24/2004	649545	2/2/2006 Exactech, Inc.	2/2/2016 Registered
United States of America		Trademark	Exactech, Inc.	019870-068000	NOVATION CES	77/365,315	1/7/2008	3,750,306	2/16/2010 Exactech, Inc.	2/16/2020 Registered
WIPO		Trademark	Exactech, Inc.	019870-068001	NOVATION CFS	A0010992	1/14/2008	958388	1/14/2008 Exactech, Inc.	1/14/2018 Registered

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Australia		Trademark	Exactech, Inc.	161792/WP-AU	NOVATION CFS	A0010992	1/14/2008	958388	1/14/2008 Exactech, Inc.	1/14/2018 Registered
European Union		Trademark	Exactech, Inc.	161792/WP-EM	NOVATION CFS	A0010992	1/14/2008	958388	1/14/2008 Exactech, Inc.	1/14/2018 Registered
China		Trademark	Exactech, Inc.	161792/W-CN	NOVATION CFS	A0010992	1/14/2008	958388	1/14/2008 Exactech, Inc.	1/14/2018 Registered
Korea (South)		Trademark	Exactech, Inc.	161792/WP-KR	NOVATION CFS	A0010992	1/14/2008	958388	1/14/2008 Exactech, Inc.	1/14/2018 Registered
Turkey		Trademark	Exactech, Inc.	161792/WP-TR	NOVATION CFS	A0010992	1/14/2008	958368	1/14/2008 Exactech, Inc.	1/14/2018 Registered
New Zealand		Trademark	Exactech, Inc.	019870-	NOVATION CES		1/7/2008	78598	1/7/2008 Exactech, Inc.	1/7/2018 Registered
Japan		Trademark	Exactech, Inc.	161792/WP-JP	NOVATION CFS	A0010992	1/14/2008	958338	1/14/2008 Exactech, Inc.	1/14/2018 Registered
Japan		Trademark	Exactech, Inc.	019870-	NOVATION CROWN CUP	2009-087551	11/18/2009	5341980	7/30/2010 Exactech, Inc.	7/30/2020 Registered
United States of		Trademark	Exactech, Inc.	004008/2 019870-067200	NOVATION ELEMENT	77/251,338	8/9/2007	3,677,068	9/1/2009 Exactech, Inc.	9/1/2019 Registered
America European Union		Trademark	Exactech, Inc.	01987- 067201EU02	NOVATION ELEMENT	6226377	8/10/2007	6226377	11/13/2008 Exactech, Inc.	8/10/2017 Registered
United States of		Trademark	Exactech, Inc.	019870-055400	OPTECURE	76/607,425	8/13/2004	3,174,560	11/21/2006 Exactech, Inc.	11/21/2016 Registered
Argentina Argentina		Trademark	Exactech, Inc.	019870-055402	OPTECURE	2570980	2/10/2905	21,22083	10/13/2006 Exactech, Inc.	10/23/2016 Registered
China		Trademark	Exactech, Inc.	019870-055405	OPTECURE	4507450	2/16/2005	4507450	5/21/2008 Exactech, Inc.	5/20/2018 Registered
Turkey		Trademark	Exactech, Inc.	019870-055416	OPTECURE	2005/04003	2/11/2005 2005/04003	2005/04003	2/11/2005 Exactech, Inc.	2/11/2015 Registered
Brazii		Trademark	Exactech, Inc.	015870-055404	OPTECURE	827161409	2/11/2003	827161409	8/12/2008 Exactech, Inc.	8/12/2018 Registered
Talwan		Trademark	Exactech, Inc.	019870-055413	OFFICURE	94006400	2/14/2005	1195487	2/1/2006 Exactech, Inc.	1/31/2016 Registered
Chile		Trademark	Exactech, Inc.	019870-055414	OPTECURE	676303	2/14/2005	742007	12/12/2005 Exactech, Inc.	12/12/2015 Registered
European Union		Trademark	Exactech, Inc.	019870-055401	OPTECURE	4284508	2/11/2605	4284808	3/28/2006 Exactech, Inc.	2/11/2015 Registered
Heng Kong		Trademark	Exactech, Inc.	019870-055407	OPTECURE	3003389207	2/12/2005	300369207	2/11/2005 Exactech, Inc.	2/11/2015 Registered
New Zealand		Tracemenk	Exactech, Inc.	019870-055415	OPTECURE	725043	2/11/2008	725043	8/11/2005 Exactech, Inc.	2/11/2015 Registered
Australia		Trademark	Exactech, Inc.	019870-055403	OPTECURE	1041547	2/11/2005	1041647	2/11/2005 Exactech, Inc.	2/11/2015 Registered
Colombia		Trademark	Exactech, Inc.	019870-055406	OPTECURE	\$612108	2/11/2005	303484	9/21/2005 Exactech, Inc.	9/21/2015 Registered
D India		Trademark	Exactech, Inc.	019870-055408	OPTECURE	1337916	2/11/2	312418	1/19/2006 Exectech, Inc.	2/11/2015 Registered
neder L		Trademark	Exactech, inc.	909830-058609	OPTECURE	2009-011634	2/14/2005	5019669	1/19/2007 Exactech, Inc.	1/19/2017 Registered
Korea (South)		Trademark	Exactech, Inc.	019870-055410	OPTECURE	2005-5786	2/15/2005	652845	2/33/2008 Exactach, Inc.	2/27/2016 Registered
Mexico		Tradement	Exactach, Inc.	019870-055411	OPTECURE	701,602	2/11/2005	884,422	5/30/2005 Exactach, Inc.	2/11/2015 Registered
Venezuela		Trademark	Exactech, Inc.	019870-055413	OPTECURE	2005-002106	2/11/2005 P-269251	P-269251	4/17/2006 Exactech, Inc.	4/17/2016 Registered
United States of	Trademark	Trademark	Exactech, Inc.		OPTEFIL	76,522,160	6/12/2003	2,964,316	14/23/2004 Exactech, Inc.	11/23/2014 Registered
Suropean Union	Trademark	Tesdemerk	Exactech, Inc.	019870-051601	ОРТЕГІ	3455706	10/22/2003	3455706	3/2/3005 Exacteen, Inc.	10/31/2013 Registered

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Chile	Trademark	Trademark	Exactech, Inc.	019870-	OPTEFORM	574158	7/15/2002	654967	1/17/2003 Exactech, Inc.	1/17/2013 Registered
United States of	Trademark	Trademark	Exactech, Inc.	51508-	OPTEFORM	75/567,452	11/9/1998	2,392,670	10/10/2000 Exactech, Inc.	10/10/2020 Registered
Amenca Eurapeen Union	Trademark	Trademark	Exactech, Inc.	019870- 019870-	OPTEFORM	1131333	4/8/1999	1131333	6/26/2001 Exactech, Inc.	4/8/2019 Registered
United States of		Trademark	Exactech, inc.	019870-055300	OPTEMX	76/607,426	8/13/2004	3,159,498	10/17/2006 Exactech, Inc.	10/17/2016 Registered
America Argentina	•.	Trademark	Exactech, inc.	019870-055302	OPTEMX	2570981	2/10/2005 2.169.433	159,433	7/13/2007 Exactech, Inc.	7/13/2017 Registered
Talwan		Trademark	Exactech, Inc.	019870-	ОРТЕМХ	94006402	2/14/2005	1195488	2/1/2006 Exactech, Inc.	1/31/2016 Registered
Venezuela		Trademark	žzactech, Inc.	019870-055313	ортемх	2005-002107	2/11/2005 P-269262	269262	4/17/2006 Exactech, Inc.	4/17/2016 Registered
Turkey		Trademark	Exactech, Inc.	019870-055316	ОРТЕМХ	2005/04002	2/11/2005 2005/04002	505/04002	2/11/2005 Exactech, Inc.	2/11/2015 Registered
Brazil		Trademark	Exactech, Inc.	019870-055304	ортемх	827151395	2/11/2005	827161395	5/4/2010 Exactech, Inc.	5/4/2020 Registered
Chile		Trademark	Exactech, Inc.	016870-055314	ОРТЕМХ	676304	2/14/2005	742006	12/12/2005 Exactech, Inc.	12/12/2015 Registered
Korea (South)		Trademark	Exactech, Inc.	619870-055316	ОРТЕМХ	2605-5755	2/11/2005	647835	1/19/2006 Exactech, Inc.	1/19/2016 Registered
European Union		Trademark	Exactech, Inc.	019870-055301	OFTERX	4284791	3/10/2008	4284791	3/28/2006 Exactech, Inc.	2/10/2015 Registered
sticita		Trademark	Exactech, Inc.	019870-055308	OFTERK	1337917	2/11/2005	511261	1/17/2006 Exactech, Inc.	2/11/2015 Registered
Japan		Trademark	Exactech, Inc.	019870-055309	OFTERK	2005-011635	2/14/2005	5019670	1/19/2007 Exactech, Inc.	1/19/2017 Registered
Colombia		Trademark	Exactech, Inc.	019870-055306	OPTEMM	5012196	2/10/2005	363483	9/21/2005 Exactech, Inc	9/21/2015 Registered
Australia		Trademark	Exactech, Inc.	019876-055303	Овтемх	1041548	2/11/2005	1041548	2/11/2005 Exectech, Inc.	2/11/2015 Registered
Hang Kong		Trademark	Exactech, Inc.	019670-053307	OPTEMX	300369199	2/11/2005	300369199	2/12/2005 Exactech, Inc.	2/10/2015 Registered
****	Trademark	Trademark	Exactech, Inc.	819878- 051503/C	OPTETRAK	574:59	7/15/2002	654968	1/17/2003 Exactech, Inc.	1/17/2013 Registered
Spain	Trademark	Trademark	Exactech, inc.	019370- 019370- 051506/88	OPTETRAK	1382861	4/28/1995	1962501	4/28/1995 Exactech, Inc.	4/28/2015 Registered
Italy	Trademark	Trademark	Exactech, Inc.	019370- 05156407	OPTETRAK	T095COO139	4/28/1995	71,7012	2/16/1997 Exactech, inc.	4/28/2015 Registered
Korea (Sauth)	Trademark	Trademark	Exactech, thc.	019870- 051505/8R	OPTETRAK	95-17003	5/2/1995	362700	5/22/1997 Exactech, Inc.	5/22/2017 Registered
- Taiwan	Trademark	Trademark	Exactech, Inc.	019870- 61118/778	OPTETRAK	84020712	3/17/1995	717849	5/31/1996 Exactech, Inc.	5/30/2016 Registered
United States of	Trademark	Trademark	Exactech, Inc	019870- 01910-	OPTETRAK	74/591,750	10/28/1994	1,942,473	12/19/1995 Exactach, Inc.	12/19/2015 Registered
1,	Trademark	Trademark	Exactech, Inc.	019870-051513	OPTETRAK	1,250,141	3/10/2005	715790	6/3/2008 Exactech, Inc.	5/3/2023 Registered
Talwan	Trademark	Trademark	Exactech, Inc.	019870-	OPTETRAK			943321	5/31/2006 Exactech, Inc.	5/30/2016 Registered
Australia	Trademark	Trademark	Exactech, Inc.	019870-062700	OPTETRAK	1102840	3/3/2006	1102840	3/8/2006 Exactech, Inc.	3/8/2016 Registered
European Union	Trademark	Trademark	Exactech, Inc.	019870-062600	OPTETRAK	5042536	4/10/2006	5042536	4/12/2007 Exactech, Inc.	4/10/2016 Registered
Argentina	Trademark	Trademark	Exactech, Inc.	019870-051502	OPTETRAK	2.650.049	2/7/2006 2.155.785	.155.785	5/2/2007 Exactech, Inc.	5/2/2017 Registered
Japan	Trademark	Trademark	Exactech, Inc.	019870- 050000/18	ОРТЕТВАК		10/24/2000	4522936	11/16/2001 Exactech, inc.	11/16/2011 Registered

Country	ədkl	Subtype	Client	GT Ref	Title/Trademark	App No	App Date Re	Reg No R	Reg Date Owner	Renewal Status
Colombia	Trademark	Trademark	Exactech, Inc.	019870-068006	OPTETRAK	10-23996	3/1/2010	407844	8/23/2010 Exactech, Inc.	8/23/2020 Registered
Chile	Trademark	Trademark	Exactech, Inc.	019870	OPTETRAK (SIYLIZED)	574157	7/15/2002	654955	1/17/2063 Exactech, Inc.	1/17/2013 Registered
United States of	Trademark	Trademark	Exactech, Inc.	019570-	OPTETRAK (STYLIZED)	74/629,323	2/3/1995	1,953,040	1/30/1996 Exactech, Inc.	1/30/2016 Registered
America Limited States of		Trademark	Exactech, inc.	019870-087500	OPTETRAK LOGIC	77/338,729	11/28/2007	3,686,762	9/22/2009 Exactech, Inc.	9/22/2019 Registered
America WIPO		Trademark	Exactech, inc.	019370-	OPTETRAK LOGIC	A0018571	2/1/2010	1031598	2/1/2010 Exactech, Inc.	2/1/2020 Registered
Australia		Trademark	Exactech, Inc.	019370-	OPTETRAK LOGIC	A0018571	2/1/2013	1352483	2/1/2010 Exactech, Inc.	Registered
European Union		Trademark	Exactech, Inc.	019870-067602	OPTETRAK LOGIC	8830513	2/5/3010	8930513	8/24/2010 Exactech, Inc.	3/5/2020 Registered
Japan		Trademark	Exactech, Inc.		OPTETRAK LOGIC	ACC18571	3/1/2010	1031598	3/29/2010 Exactech, Inc.	2/1/2020 Registered
United States of		Trademark	Exactech, Inc.	019870-051514	OFFETPAK RBK	78/824,452	3002/12/2	3,713,449	11/17/2009 Exactech, Inc.	11/17/2019 Registered
Anstralia		Trademark	Exactech, inc.	019870-	OPTETRAK RBK	119040	8/11/2007	1194040	8/17/2007 Exactech, Inc.	8/17/2017 Registered
United States of		Trademark	Exactech, Inc.	019870-072400	OKALIFE	77/763,710	600278179	3,632,881	8/18/2018 Exactech, Inc.	8/10/2020 Registered
America United States of		Trademark	Exactech, Inc.	019870-072600	OSSIGEN	77/781,635	7/15/2009	3,851,824	10/12/2010 Exactech, Inc.	10/12/2020 Registered
America United States of		Trademark	Exactech, Inc.	019870-061900	OSTEOTRAC	76/534,243	3/24/2005	3,187,809	12/19/2006 Exactech, Inc.	12/19/2016 Registered
America China		Trademark	Exactech, Inc.	019870-061904	OSTEOTRAC	4903730	9/19/2005	4903730	9/7/2008 Exactech, Inc.	9/6/2018 Registered
European Union		Trademank	Exactach, Inc.	019870-061903	OSTEOTRAC	4634911	9/15/2005	4634911	11/10/2006 Exactect, Inc.	3/15/2015 Registered
Australia		Trademark	Exactech, Inc.	019870-061901	OSTEOTRAC	10,748.55	9/13/2005	1074855	9/13/2005 Exactech, Inc.	9/13/2015 Registered
Odim		Trademark	Exactech, Inc.	019870-	PROLLANT	AG021013	8/24/2010	1051008	8/24/2010 Exactech, Inc.	8/24/2020 Registered
Зарап		Trademark	Exactech, Inc.	019870-70	PROLLANT	A0021012	3/24/2016	1051008	8/24/2018 Exemtech, Inc.	8/24/2020 Registered
Colombia		Trademark	Exactech, Inc.		PROLIAND	10104718	8/25/2010	417872	1/31/2511 Exactech, Inc.	1/31/2021 Registered
Talwan		Trademark	Exactech, Inc.	015870-794110	PROLIANT	99042995	8/31/2010	1456721	4/1/2011 Exactech, Inc.	3/31/2521 Registered
United States of		Trademark	Exactech, Inc.	019870-072800	PRP SPORT	77/793,868	7/30/2009	3,776,525	4/13/2010 Exactech, Inc.	4/13/2010 Registered
America United States of		Trademark	Exactech, Inc.	01,9870-073400	RBK	76/609,102	8/25/2004	3,715,569	11/24/2009 Exactech, Inc.	11/24/2019 Registered
Amenca Talwan		Trademark	Exactech, Inc.	019370-055912	RBK	94006522	2/15/2005	1172498	9/1/2005 Evactech, Int.	9/31/2015 Registered
Turkey		Trademark	Exactech, Inc.	019870-055916	RBK	2005/04182	2/14/2005 2005/04182	005/04182	2/14/2005 Exactech, Inc.	2/14/2015 Registered
China		Trademark	Exactech, Inc.	01.9870-055905	XBX	4508866	2/18/2005	4508866	11/21/2007 Exactech, Inc.	11/20/2017 Registered
Argentina		Trademark	Exactech, Inc.	019870-055902	RBK	2571230	2/11/2005	2174607	8/13/2007 Exactech, Inc.	8/13/2017 Registered
Venezuela		Trademark	Exactech, Inc.	019870-055913	RBK	2005-003087	2/24/2005 P-266644	-266644	12/19/2065 Exactech, Inc.	12/19/2015 Registered
European Union		Trademark	Exactech, Inc.	019870-055901	Rak	4290409	2/14/2005	4290409	5/17/2006 Exactech, Inc.	2/14/2015 Registered
Brazil		Trademork	Exactech, Inc.	019870-055904	RBK	827182376	2/18/2005	827182376	8/12/2008 Exactech, Inc.	8/12/2018 Registered

Country	Туре	Subtype	Client	GT Ref	Title/Trademark	App No	App Date R	Keg No F	Reg Date Owner	Renewal Status
Colombia		Trademark		Exactech, Inc. 019870-055906	RBK	5012736	2/11/2005	303470	9/23/2005 Exactech, Inc.	9/23/2015 Registered
India		Trademark		Exactech, Inc. 019870-055908	RBK	1338331	2/14/2005	1338331	2/14/2005 Exactech, Inc.	2/14/2015 Registered
ใสมสก		Trademark	Exactech, Inc.	019870-055909	RSK	2005-011636	2/14/2005	4966503	6/30/2006 Exactech, Inc.	6/30/2016 Registered
Karea (South)		Trademark	Exactech, Inc.	019870-055910	RBK	2005-6255	2/15/2005	671605	7/24/2006 Exactech, Inc.	7/24/2016 Registered
Mexico		Trademark	Exactech, Inc.	Exactech, Inc. 019870-055911	RBK	702,800	2/18/2005	894,481	1/18/2005 Exactech, Inc.	2/18/2015 Registered
Chile		Trademark	Exactech, Inc.	Exactech, Inc. 019870-055914	RBK	677010	2/11/2005	742604	12/12/2005 Exactech, Inc.	12/12/2015 Registered
United States of		Trademark	Exactech, foc.	Trademark Exactech, Inc. 019870-066000	REVERSATHLITY	77/117,023	2/27/2007	3,485,674	8/12/2008 Exactech, Inc.	8/12/2018 Registered
Canada		Trademark	Exactech, Inc. 019870-	019870-	REVERSATIUTY	1,338,736	3/9/2007 1	3/9/2007 TMA712,024	4/16/2008 Exactech, Inc.	4/16/2023 Registered
Menico		Trademark		Exactech, Inc. 019870-066300	REVERSATILITY	841,738	3/12/2007	1,000,834	9/11/2007/Exactech, Inc.	3/12/2017 Registered
European Union		Trademark	Exactech, Inc. 019870-0	019870-056100	REVERSATILITY	5777065	3/12/2607	57777065	3/27/2008 Exactech, Inc.	3/12/2017 Registered
Venezuela		Trademark	Exactech, inc.	Exactech, Inc. 019870-055813	Rotating bearing Knee	2005-003088	2/24/2005 P-266645	-266645	12/19/2005 Exactech, Inc.	12/19/2015 Registered
Colombia		Trademark		Exactech, Inc. 019870-055805	ROTATING BEARING KMEE	5012741	2/11/2005	303467	9/26/2005 Exactech, Inc.	9/25/1015 Registered
Japan		Trademark	Exactech, Inc.	Trademark Exactech, Inc. 019870-055609	ROTATING BEARING KNEE	2005-011637	2/14/2005	4966504	6/30/2006 Exactech, Inc.	6/30/2016 Registered
Sndia		Trademark	Exactech, Inc.	Exactech, Inc. 019870-055808	ROTATING BEARING KNEE	1338332	2/14/2005	1338332	2/14/2005 Exactech, Inc.	2/14/2015 Registered
United States of		Trademark	Exactech, Inc.	Exactech, Inc. 019870-066400	SIX SIGMA SURGERY	77/151,501	4/9/2007	3,528,289	11/4/2008 Exactech, Inc.	11/4/2018 Registered
United States of America		Trademark	Exactech, Inc.	Exactech, Inc. 019870-066401	SIX SIGMA SURGERY AND DESIGN	77/151,496	4/9/2007	3,528,288	11/4/2008 Exactech, Inc.	11/4/2018 Registered
Australie		Trademark	Exactech, Inc. 019870-	019870- 074011/WF-AU	тенток	A0022537	12/2/2010	1060413	12/2/2010 Exactech, Inc.	Registered
United States of America		Trademark		Exactech, Inc. 019870-052500	Ziranie	78/766,215	11/23/2005	3,165,122	10/31/2006 Exactech, Inc.	16/31/2016 Registered

## EXHIBIT A TO THE SECURITY AGREEMENT

dated as of \_\_\_\_\_\_, is executed by [NAME OF NEW GRANTOR - IN ALL CAPS], a [State] [Entity] (the "New Grantor"), in favor of SUNTRUST BANK, as Administrative Agent ("Administrative Agent"), on its behalf and on behalf of the other banks and lending institutions (the "Lenders") from time to time party to the Revolving Credit and Term Loan Agreement, dated February 24, 2012, by and among Exactech, Inc., a Florida corporation ("Borrower"), the Lenders, Administrative Agent, and SunTrust Bank, as Issuing Bank and as Swingline Lender (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") and on behalf of the other Secured Parties. Terms used herein but not defined herein shall have the meaning defined for those terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Borrower and certain Subsidiaries of Borrower (the "Grantors") are parties to that certain Security Agreement, dated as of February 24, 2012, by and among Grantors in favor Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantors have granted security interests to Administrative Agent, for itself and the benefit of the Secured Parties;

WHEREAS, the Lenders have agreed to make Loans and the Issuing Bank has agreed to issue Letters of Credit to Borrower on the terms and conditions contained in the Credit Agreement;

WHEREAS, it is a condition precedent to the continued extension of the Loans and the continued issuance of Letters of Credit under the Credit Agreement that New Grantor grant to Administrative Agent a security interest in all of its Collateral to secure the obligations of New Grantor under the Subsidiary Guaranty Agreement and all other Loan Documents to which it is a party, and New Grantor wishes to fulfill said condition precedent;

NOW, THEREFORE, in consideration of the premises and in order to ensure the compliance with the Credit Agreement, New Grantor hereby agrees as follows:

SECTION 1. Grant of Security Interest. As security for the payment and performance of the Secured Obligations, New Grantor hereby pledges, assigns, hypothecates, sets over and conveys to Administrative Agent on its behalf and on behalf of the Secured Parties and grants to Administrative Agent on its behalf and on behalf of the Secured Parties a continuing security interest in and to, all of New Grantor's rights in and to all Collateral now or hereafter owned or acquired by such New Grantor or in which such New Grantor now has or hereafter has or acquires any rights, and wherever located.

SECTION 2. <u>Joinder: Authorization of Filings</u>. In accordance with <u>Section 21</u> of the Security Agreement, New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor

and New Grantor hereby (i) agrees to all the terms and provisions of the Security Agreement applicable to it as Grantor thereunder and (ii) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof, except to the extent any such representation or warranty expressly refers to an earlier date. In addition to and not in limitation of the agreements, representations and warranties made by New Grantor in the preceding sentence, New Grantor authorizes Administrative Agent, its counsel or its representative, at any time and from time to time, to file financing statements and amendments that describe the collateral covered by such financing statements as "all personal property of New Grantor" or words of similar effect, in such jurisdictions as Administrative Agent may deem necessary or desirable in order to perfect the security interests granted by New Grantor hereunder. Each reference to a Grantor in the Security Agreement shall be deemed to include New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 3. Schedules. New Grantor shall complete and attach hereto (i) the schedules required under the Security Agreement, specifically, Schedule I, setting forth the offices in which UCC financing statements must be filed, and Schedule II, setting forth New Grantor's jurisdiction of organization, taxpayer identification number, organizational identification number and correct legal name indicated on the public record of New Grantor's jurisdiction of organization which shows such Grantor to be organized, and Schedule III setting forth New Grantor's Copyrights, Trademarks and Patents, and (ii) the Perfection Certificate as completed by New Grantor. Schedules I, II, and III of the Security Agreement shall be deemed amended by and shall incorporate from the date hereof Schedules I, II, and III hereto and the Perfection Certificate delivered by the New Grantor pursuant hereto.

SECTION 4. Representations and Warranties. New Grantor represents and warrants to Administrative Agent and the Secured Parties that this Supplement has been duly authorized, executed and delivered by it and that each of this Supplement and the Security Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as any such enforcement may be limited by bankruptcy, reorganization, moratorium, insolvency or other laws relating to or affecting the enforcement of creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law).

SECTION 5. <u>Binding Effect</u>. This Supplement shall become effective when it shall have been executed by New Grantor and thereafter shall be binding upon New Grantor and shall inure to the benefit of Administrative Agent and the Secured Parties. Upon the effectiveness of this Supplement, this Supplement shall be deemed to be a part of and shall be subject to all the terms and conditions of the Security Agreement. New Grantor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Administrative Agent and Lenders.

SECTION 6. Governing Law. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF FLORIDA.

SECTION 7. <u>Execution in Counterparts</u>. This Supplement may be executed in any number of 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. Facsimile or other electronically scanned and transmitted signatures shall be deemed originals for all purposes of this Supplement.

SECTION 8. <u>Notices to New Grantor</u>. All communications and notices hereunder shall be in writing and given as provided in <u>Section 15</u> of the Security Agreement. All communications and notices hereunder to New Grantor shall be given to it at the address set forth under its signature below, with a copy to Borrower.

**SECTION 9.** <u>Headings.</u> The headings of the sections and other provisions hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Supplement.

(Signature on following page)

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IN WITNESS WHEREOF, New Grantor has duly executed this Supplement to the Security Agreement as of the day and year first above written.

## [NAME OF NEW GRANTOR]

(SEAL)
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