

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomas Medical Products, Inc.		12/19/2012	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	299 South Main Suite 900		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3680277	HEARTSPAN	
Registration Number:	3740377	Y-GLIDE	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon St.		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724-0503		
NAME OF SUBMITTER:	Betty G. Smith		
Signature:	/Betty G. Smith/		

OP \$65.00 3680277

TRADEMARK

Date:

01/23/2013

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 19, 2012 is entered into by and between THOMAS MEDICAL PRODUCTS, INC., a Pennsylvania corporation (the "Grantor"), having its chief executive office at 1600 West Merit Parkway, Salt Lake City, Utah 84095, WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), with offices at 299 South Main Suite 900, Salt Lake City, Utah 84111, for the benefit of the banks and other financial institutions (the "Lenders") from time to time parties to that certain Amended and Restated Credit Agreement, dated as of December 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Merit Medical Systems, Inc., a Utah corporation (the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Collateral Agreement dated as of December 19, 2012 by and among the Borrower, certain Subsidiaries of the Borrower (including the Grantor) party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor, including, without limitation, each Trademark described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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

THOMAS MEDICAL PRODUCTS, INC., as Grantor

By: Kent Stanger  
Name: Kent Stanger  
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Salt Lake

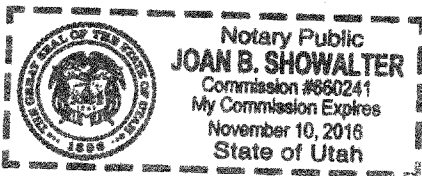
I, Joan B. Showalter, a Notary Public for said County and State, do hereby certify that Kent Stanger personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18<sup>th</sup> day of December, 2012.

Joan B. Showalter  
Notary Public

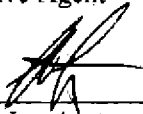
My commission expires:

11/10/16



Agreed and Accepted as of the  
19<sup>th</sup> day of December, 2012.

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Richard Lambert  
Title: Senior Vice President

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Trademark Security Agreement  
Thomas Medical Products, Inc.  
Signature Page

**TRADEMARK**  
**REEL: 004947 FRAME: 0657**

Schedule A  
to  
Trademark Security Agreement

<u>Trademark</u>	<u>Application Number</u>	<u>File Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
HEARTSPAN	77/169,337	4/30/07	3680277	9/8/09
Y-GLIDE	77/169,341	4/30/07	3740377	1/19/10

Schedule B  
to  
Trademark Security Agreement

None.