

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HealthTronics, Inc.		02/03/2014	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	150 4th Avenue North
Internal Address:	10th Floor
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	banking corporation: ALABAMA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3284903	
Registration Number:	2500166	HEALTHTRONICS
Registration Number:	4154119	HEALTHTRONICS
Registration Number:	2823838	LITHODIAMOND
Registration Number:	2175455	LITHOTRON
Registration Number:	3285219	MULTIVANTAGE
Registration Number:	2226513	NEWTRODE
Registration Number:	3523594	TOTALCARE
Registration Number:	4232615	TOTAL UROLOGY. TOTAL CARE.
Registration Number:	3664091	TOTALCARE
Registration Number:	3285081	LITHODIAMOND ULTRA

CORRESPONDENCE DATA

Fax Number: 4048817777

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

Phone: 404-881-7000
Email: betsy.perkins@alston.com
Correspondent Name: Laura Kees
Address Line 1: 1201 W. Peachtree Street
Address Line 2: c/o Alston & Bird LLP
Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	112180/440647
NAME OF SUBMITTER:	Laura Kees
Signature:	/Laura Kees/
Date:	02/20/2014

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of HEALTHTRONICS, INC., a Georgia corporation, ENDOCARE, INC., a Delaware corporation, and MEDSTONE INTERNATIONAL, INC., a Delaware corporation (collectively, the "Grantors", and each, a "Grantor"), each with principal offices at c/o Altaris Health Partners III, L.P., 600 Lexington Avenue, 11th Floor, New York, New York 10022, on this 3rd day of February, 2014, assigns and grants to REGIONS BANK, as Collateral Agent (together with its successors and assigns, the "Grantee") with principal offices at 150 4th Avenue North, 10th Floor, Nashville, Tennessee 37219, a security interest in (i) all of such Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Trademarks") set forth on Schedule A attached hereto and all reissues, reexaminations, divisions, extensions or renewals thereof; (ii) all of such Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents" and together with the Trademarks, the "IP Collateral") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case, together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the IP Collateral, (iv) the goodwill of the businesses with which the Trademarks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the IP Collateral or unfair competition or breach regarding the same. Any "intent-to-use" trademark application for which a statement of use or an amendment to allege use has not been filed shall be excluded from the foregoing assignment and grant of a Security Interest (it being understood that upon filing of such statement of use or an amendment to allege use, the Security Interest shall attach to such trademark application and such trademark application shall immediately constitute "IP Collateral" without any further action on the part of any party).

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of each Grantor, as such term is defined in that certain Security Agreement dated as of February 3, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Security Agreement) executed by HealthTronics Holdings, Inc. and the other grantors from time to time party thereto in favor of the Grantee, and joined by each Grantor pursuant to that certain Counterpart Agreement dated as of February 3, 2014.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of New York.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

HEALTHTRONICS, INC., as a Grantor
ENDOCARE, INC., as a Grantor
MEDSTONE INTERNATIONAL, INC., as a
Grantor

By: Richard Rusk
Name: Richard Rusk
Title: Vice President

Schedule A
TRADEMARKS

U.S. and Foreign HealthTronics, Inc. Trademarks and Trade Names

Docket Number	Title	Application Number	Country	Publication Number	Patent Number	Docket Number
DESIGN (HEALTHTRONICS Logo)	UNITED STATES	REGISTERED	77/044,202	11/15/2006	3,284,903	8 /28/2007
HEALTHTRONICS	UNITED STATES	REGISTERED	76/128,728	9 /14/2000	2,500,166	10/23/2001
HEALTHTRONICS	UNITED STATES	REGISTERED	85/449,506	10/18/2011	4,154,119	6 /5 /2012
LITHODIAMOND (Stylized)	EUROPEAN UNION (CTM)	REGISTERED	002528354	1 /9 /2002	002528354	3 /20/2003
LITHODIAMOND (Stylized)	SWITZERLAND	REGISTERED	464/2002	1 /18/2002	502444	8 /22/2002
LithoDiamond (Stylized)	UNITED STATES	REGISTERED	76/362,340	1 /10/2002	2,823,838	3 /16/2004
LITHOTRON	GERMANY	REGISTERED	301565414	9 /24/2001	30156541	11/6 /2002
LITHOTRON	UNITED STATES	REGISTERED	75/123,781	6 /21/1996	2,175,455	7 /21/1998
LITHOTRON (Stylized)	SWITZERLAND	REGISTERED	09747/2001	9 /29/2001	497576	4 /10/2002
MultiVantage (Stylized)	UNITED STATES	REGISTERED	77/052,043	11/28/2006	3,285,219	8 /28/2007
NEWTRODE	UNITED STATES	REGISTERED	75/123,778	6 /21/1996	2,226,513	2 /23/1999
TOTAL CARE & Design	UNITED STATES	REGISTERED	77/365,731	1 /7 /2008	3,523,594	10/28/2008
TOTAL UROLOGY, TOTAL CARE.	UNITED STATES	REGISTERED	85/444,169	10/11/2011	4,232,615	10/30/2012
TotalCare (Stylized)	UNITED STATES	REGISTERED	77/123,672	3 /6 /2007	3,664,091	8 /4 /2009
UROLOGYNET	EUROPEAN UNION (CTM)	REGISTERED	010853761	5 /3 /2012	010853761	1 /24/2013
LITHODIAMOND (Stylized)	UNITED STATES	REGISTERED	77/047,512	11/20/2006	3285081	8/28/2007

US and Foreign Endocare, Inc. Owned Trademarks and Trade Names

Docket Number	Title	Application Number	Country	Publication Number	Patent Number	Docket Number
AUTOFREEZE	UNITED STATES	REGISTERED	78/430,878	6 /7 /2004	3,242,875	5 /15/2007
CRYOCARE	AUSTRALIA	REGISTERED	889449	6 /12/2006	889449	3 /29/2007
CRYOCARE	BRAZIL	REGISTERED	828531056	6 /23/2006	828531056	8 /21/2012
CRYOCARE	CHINA	REGISTERED	889449	6 /12/2006	889449	6 /3 /2010
CRYOCARE	EUROPEAN UNION (CTM)	REGISTERED	889449	6 /12/2006	889449	8 /2 /2007

CRYOCARE	JAPAN	REGISTERED	889449	6 /12/2006	889449	6 /21/2007
CRYOCARE	MEXICO	REGISTERED	788504	6 /14/2006	943099	6 /14/2006
CRYOCARE	SINGAPORE	REGISTERED	889449	6 /12/2006	889449	4 /12/2007
CRYOCARE	UNITED STATES	REGISTERED	75/143,400	8 /1 /1996	2,219,327	1 /19/1999
CRYOCARE	VENEZUELA	REGISTERED	13562-2006	1 /22/2006	13562-2006	2 /21/2007
CRYOCARE CN2	AUSTRALIA	REGISTERED	949468	1 /3 /2008	949468	8 /14/2008
CRYOCARE CN2	BRAZIL	REGISTERED	829528105	1 /8 /2008	829528105	6 /26/2012
CRYOCARE CN2	CHINA	REGISTERED	949468	1 /3 /2008	949468	2 /28/2008
CRYOCARE CN2	EUROPEAN UNION (CTM)	REGISTERED	949468	2 /28/2008	949468	1 /29/2009
CRYOCARE CN2	MEXICO	REGISTERED	906342	1 /10/2008	1039797	5 /19/2008
CRYOCARE CS	UNITED STATES	REGISTERED	78/767,012	12/5 /2005	3,309,240	10/9 /2007
CRYOCARE CS & Design	AUSTRALIA	REGISTERED	893585	6 /4 /2006	893585	3 /29/2007
CRYOCARE CS & Design	BRAZIL	PENDING	828486778	6 /5 /2006		
CRYOCARE CS & Design	CHINA	REGISTERED	893585	6 /4 /2006	893585	9 /30/2010
CRYOCARE CS & Design	EUROPEAN UNION (CTM)	REGISTERED	893585	6 /4 /2006	893585	3 /29/2007
CRYOCARE CS & Design	JAPAN	REGISTERED	893585	6 /4 /2006	893585	8 /23/2007
CRYOCARE CS & Design	SINGAPORE	REGISTERED	893585	6 /4 /2006	893585	5 /17/2007
CRYOCARE CS & Design	TURKEY	REGISTERED	893585	6 /4 /2006	893585	5 /8 /2008
CRYOCARE CS & Design	UNITED STATES	REGISTERED	78/766,988	12/5 /2005	3,309,239	10/9 /2007
CRYOCARE CS & Design	VENEZUELA	REGISTERED	11920-2006	6 /5 /2006	893585	12/17/2007
CRYOCARE SL	AUSTRALIA	REGISTERED	955786	1 /29/2008	955786	10/9 /2008
CRYOCARE SL	BRAZIL	REGISTERED	829574743	2 /1 /2008	829574743	3 /27/2012
CRYOCARE SL	CHINA	REGISTERED	955786	1 /29/2008	955786	1 /29/2008
CRYOCARE SL	EUROPEAN UNION (CTM)	REGISTERED	955786	1 /29/2008	955786	3 /12/2009
CRYOCARE SL	MEXICO	REGISTERED	911916	2 /6 /2008	1047000	6 /26/2008
CRYOCARE SL	UNITED STATES	REGISTERED	77/249,100	8 /7 /2007	3,444,235	6 /10/2008
CRYODISC	UNITED STATES	REGISTERED	76/251,322	5 /4 /2001	2,512,762	11/27/2001
CRYOGUIDE	UNITED STATES	PROPOSED				

DESIGN (Endocare Logo)	AUSTRALIA	REGISTERED	1488754	5 /2 /2012	1488754	11/26/2012
DESIGN (Endocare Logo)	BRAZIL	PENDING	904923037	6 /19/2012		
DESIGN (Endocare Logo)	BRAZIL	PENDING	904923045	6 /19/2012		
DESIGN (Endocare Logo)	CANADA	PENDING	1,577,386	5 /11/2012		
DESIGN (Endocare Logo)	CHINA	PENDING	11100163	6 /20/2012		
DESIGN (Endocare Logo)	CHINA	PENDING	11100162	6 /20/2012		
DESIGN (Endocare Logo)	EUROPEAN UNION (CTM)	REGISTERED	010867091	5 /8 /2012	010867091	9 /24/2012
DESIGN (Endocare Logo)	JAPAN	REGISTERED	2012-35625	5 /7 /2012	5527109	10/5 /2012
DESIGN (Endocare Logo)	MEXICO	REGISTERED	1284301	6 /19/2012	1324099	10/26/2012
DESIGN (Endocare Logo)	MEXICO	REGISTERED	1284300	6 /19/2012	1324807	10/30/2012
DESIGN (Endocare Logo)	UNITED STATES	REGISTERED	85/436,466	9 /30/2011	4,157,202	6 /12/2012
DIRECT ACCESS	BRAZIL	PENDING	829528113	1 /8 /2008		
DIRECT ACCESS	EUROPEAN UNION (CTM)	REGISTERED	0950112	1 /2 /2008	0950112	9 /1 /2008
DIRECT ACCESS	MEXICO	REGISTERED	906341	1 /10/2008	1082403	2 /5 /2009
DIRECT ACCESS	UNITED STATES	REGISTERED	77/226,158	7 /10/2007	3,404,726	4 /1 /2008
DIRECT ACCESS & Design	UNITED STATES	REGISTERED	77/673,248	2 /18/2009	3,669,364	8 /18/2009
ENDOCARE	AUSTRALIA	REGISTERED	899857	1 /8 /2002	899857	1 /8 /2002
ENDOCARE	BRAZIL	REGISTERED	824265793	1 /10/2002	824265793	9 /8 /2009
ENDOCARE	BRAZIL	REGISTERED	824265807	1 /10/2002	824265807	7 /24/2007
ENDOCARE	CANADA	REGISTERED	1127694	1 /10/2002	TMA601214	2 /3 /2004
ENDOCARE	CHINA	REGISTERED	3063316	1 /8 /2002	3063316	4 /28/2003
ENDOCARE	EUROPEAN UNION (CTM)	REGISTERED	002526184	1 /7 /2002	002526184	5 /14/2003
ENDOCARE	JAPAN	REGISTERED	000449/2002	1 /8 /2002	4688568	7 /4 /2003
ENDOCARE	UNITED STATES	REGISTERED	74/533,825	6 /6 /1994	1,897,762	6 /6 /1995
ENDOCARE	UNITED STATES	REGISTERED	85/426,874	9 /20/2011	4,142,329	5 /15/2012
ENDOCARE EXTENDING LIFE EVERY	UNITED STATES	REGISTERED	85/614,159	5 /2 /2012	4,370,782	7 /23/2013

DAY & Design						
FOCAL CRYO	UNITED STATES	PENDING	86/021,103	7 /26/2013		
FOCAL CRYO & Design	UNITED STATES	REGISTERED	77/237,302	7 /24/2007	3,559,617	1 /13/2009
FOCAL CRYO & Design	UNITED STATES	REGISTERED	78/636,482	5/24/2005	3265994	7/17/2007
PERCRYO	UNITED STATES	REGISTERED	78/274,343	7 /15/2003	2,937,001	3 /29/2005
PRIMARY CRYO & Design	UNITED STATES	REGISTERED	77/237,324	7 /24/2007	3,542,578	12/9 /2008
PRIMARY CRYO & Design	UNITED STATES	REGISTERED	78/636,492	5 /24/2005	3,283,630	8 /21/2007
PROSTAGRAPH	UNITED STATES	REGISTERED	85/426,757	9 /20/2011	4,197,190	8 /28/2012
PUT CANCER ON ICE	UNITED STATES	PROPOSED				
RENAL CRYO & Design	UNITED STATES	REGISTERED	77/237,228	7 /24/2007	3,559,616	1 /13/2009
RENAL CRYO & Design	UNITED STATES	REGISTERED	78/627,117	5 /10/2005	3,265,968	7 /17/2007
SALVAGE CRYO & Design	UNITED STATES	REGISTERED	78/627,145	5 /10/2005	3,283,620	8 /21/2007
SALVAGE CRYO & Design	UNITED STATES	REGISTERED	77/237,268	7 /24/2007	3,542,577	12/9 /2008
SLIMLINE	UNITED STATES	PENDING	85/809,252	12/21/2012		
STOP CANCER COLD	UNITED STATES	REGISTERED	85/380,670	7 /26/2011	4,280,441	1 /22/2013
STOP PROSTATE CANCER COLD	UNITED STATES	REGISTERED	77/668,419	2 /11/2009	3,666,738	8 /11/2009
STOPPING PROSTATE CANCER COLD	UNITED STATES	REGISTERED	77/668,312	2 /11/2009	3,666,737	8 /11/2009
TARGETED CRYOABLATION OF THE PROSTATE (TCAP)	UNITED STATES	REGISTERED	75/697,065	5 /3 /1999	2,438,029	3 /27/2001
TARGETED CRYOABLATION OF THE PROSTATE (TCAP)	CANADA	REGISTERED	1034473	11/2 /1999	TMA557,266	2 /1 /2002
TCAP	UNITED STATES	REGISTERED	77/141,549	3 /27/2007	3,473,218	7 /22/2008
TEMPGRAPH	UNITED STATES	REGISTERED	85/426,787	9 /20/2011	4,197,192	8 /28/2012

TEMPPROBE	UNITED STATES	REGISTERED	78/024,764	9 /7 /2000	2,580,369	6 /11/2002
THERAPEUTIC CRYOABLATION OF THE PROSTATE TCAP	UNITED STATES	REGISTERED	85/324,898	5 /19/2011	4,203,232	9 /4 /2012
V-PROBE	AUSTRALIA	REGISTERED	872240	11/8 /2005	872240	8 /31/2006
V-PROBE	BRAZIL	REGISTERED	827947127	5 /25/2005	827947127	6 /3 /2008
V-PROBE	COLOMBIA	REGISTERED	2005/115,099	11/11/2005	318526	6 /27/2006
V-PROBE	EUROPEAN UNION (CTM)	REGISTERED	872240	11/8 /2005	872240	1 /18/2007
V-PROBE	MEXICO	REGISTERED	751097	11/16/2005	929772	11/16/2005
V-PROBE	TAIWAN	REGISTERED	94055736	11/18/2005	1225746	9 /1 /2006
V-PROBE	UNITED STATES	REGISTERED	78/636,972	5 /25/2005	3,234,865	4 /24/2007
V-PROBE	VENEZUELA	REGISTERED	26321-2005	11/25/2005	26321-2005	2 /21/2007
V-PROBE & Design	UNITED STATES	REGISTERED	77/002,756	9 /19/2006	3,405,970	4 /1 /2008

MEDSTONE INTERNATIONAL, INC. TRADEMARK REGISTRATIONS

Docket Number	Title	Application Number	Country	Publication Number	Patent Number	Docket Number
MEDSTONE	UNITED STATES	REGISTERED	74/037,694	3/12/1990	1,626,929	12/11/1990
STS	UNITED STATES	REGISTERED	74/037,693	3/12/1990	1,631,476	1/15/1991

Schedule B

REGISTERED PATENTS

U.S. AND FOREIGN HEALTHTRONICS, INC. OWNED PATENTS/APPLICATIONS

Docket Number	Title	Application Number	Country	Publication Number	Patent Number
HEA-102-US	SYSTEM AND METHOD FOR A DUAL SHOCK SOURCE LITHOTRIPSY SYSTEM	11/746,379	United States	US2008/0281199	
HEA-104-US	METHOD FOR REPAIRING AN ELECTRODE ASSEMBLY	11/609,972	United States		7,707,717
HEA-104-US-DIV	METHOD FOR REPAIRING AN ELECTRODE ASSEMBLY	12/652,162	United States		8,539,671
HEA-108-CH	MEDICAL SYSTEM	3003578.6	Switzerland		EP1338249
HEA-108-DE	MEDICAL SYSTEM	3003578.6	Germany		50312753.1
HEA-108-EP	MEDICAL SYSTEM	3003578.6	European Patent Convention		EP1338249
HEA-108-FR	MEDICAL SYSTEM	3003578.6	France		EP1338249
HEA-108-IT	MEDICAL SYSTEM	3003578.6	Italy		EP1338249
HEA-108-TR	MEDICAL SYSTEM	3003578.6	Turkey		EP1338249
HEA-109-DE	METHOD FOR HETEROGENEOUS CATALYSIS IN LIQUID MEDIUM	10100973.9	Germany		DE10100973
SAN-201-DE	PRODUCTION OF SHOCK WAVES FOR MEDICAL APPLICATIONS USING SPARK DISCHARGE IN WATER	19718512.6	Germany		19718512.6
SAN-202-CH_LJC ¹	METHOD AND DEVICE FOR GENERATING SHOCK WAVES FOR MEDICAL THERAPY, PARTICULARLY FOR ELECTRO-HYDRAULIC LITHOTRIPSY	940928388.1	Switzerland		EP0781447
SAN-202-DE_LJC ¹	METHOD AND DEVICE FOR GENERATING SHOCK WAVES FOR MEDICAL THERAPY, PARTICULARLY FOR ELECTRO-HYDRAULIC	940928388.1	Germany		59408375.3

¹ Nonexclusively licensed by HealthTronics, Inc. to SanuWave, Inc. pursuant to that Amendment of Patent License by and between SanuWave, Inc. and HealthTronics, Inc., dated as of October 18, 2012.