

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337429

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AVENT, INC.		02/27/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MORGAN STANLEY SENIOR FUNDING, INC.		
<b>Street Address:</b>	1585 BROADWAY		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 106</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86167620	AERO BLUE	
<b>Serial Number:</b>	75227203	ANAGO	
<b>Serial Number:</b>	74340168	ANKLE GUARD	
<b>Serial Number:</b>	76244589	BAL CATH	
<b>Serial Number:</b>	73486993	BALLARD MEDICAL PRODUCTS	
<b>Serial Number:</b>	74491696	BASIC	
<b>Serial Number:</b>	86111794	BLUE RENEW	
<b>Serial Number:</b>	78167969	C-BLOC	
<b>Serial Number:</b>	85823571	CERVICOOOL	
<b>Serial Number:</b>	74289002	CLEAR-SITE	
<b>Serial Number:</b>	75638626	CLOTTEST	
<b>Serial Number:</b>	73325983	CONTROL	
<b>Serial Number:</b>	73441214	CONTROL	
<b>Serial Number:</b>	86038013	COOLIEF	
<b>Serial Number:</b>	86301573	COOLIEF	
<b>Serial Number:</b>	85403726	C-SERIES	
<b>Serial Number:</b>	74348175	CVARTS	
<b>Serial Number:</b>	73700084	DENTASWAB	
<b>Serial Number:</b>	73485160	DOUBLE SCRUB	

CH \$2665.00 86167620

Property Type	Number	Word Mark
Serial Number:	73512860	DUCKBILL
Serial Number:	74092045	EASI-LAV
Serial Number:	85718719	ECHOBRIGHT
Serial Number:	85718707	ECHOLONG
Serial Number:	74167201	ENDO-GUARD
Serial Number:	73089250	EVOLUTION
Serial Number:	77316064	EZSTIM
Serial Number:	73731171	FLUIDSHIELD
Serial Number:	75161484	FLUIDSHIELD
Serial Number:	73484736	FOAM CARE
Serial Number:	73485159	FOAM CARE DOUBLE SCRUB
Serial Number:	73721261	GUARDALL SHIELD
Serial Number:	73360739	HAND-AID
Serial Number:	74340157	HI GUARD
Serial Number:	74169497	HOMEPUMP
Serial Number:	74442973	HOMEPUMP ECLIPSE
Serial Number:	78675051	INTEGUSEAL
Serial Number:	85906777	LAP TAP
Serial Number:	73731172	LONCET
Serial Number:	75328885	MIC
Serial Number:	74216141	MIC-KEY
Serial Number:	75502727	MICROCOOL
Serial Number:	78848713	MICROCUFF
Serial Number:	74270739	MINISTIM
Serial Number:	77428014	NOT ON MY WATCH.
Serial Number:	74348287	OCUARTS
Serial Number:	77425567	ONDEMAND
Serial Number:	77553074	ON-Q
Serial Number:	77377895	ON-Q
Serial Number:	75564786	ONQ
Serial Number:	86000237	ON-Q TAKE ACTION
Serial Number:	75073568	
Serial Number:	75073442	
Serial Number:	75073145	
Serial Number:	74034313	ORTHOARTS
Serial Number:	77891747	OXYGENESYS
Serial Number:	75541212	PAINBUSTER
Serial Number:	74474445	PCM2000

Property Type	Number	Word Mark
Serial Number:	75006740	PFR95
Serial Number:	76531856	PROBLOC
Serial Number:	76531855	PROLONG
Serial Number:	75640743	
Serial Number:	78241456	
Serial Number:	75621307	PURPLE NITRILE
Serial Number:	75640587	PURPLE NITRILE-XTRA
Serial Number:	76395324	PYTEST
Serial Number:	86356289	QUICK CHECK
Serial Number:	75261785	QUICK-TAP
Serial Number:	73699666	READY CARE
Serial Number:	77377916	REDEFINING RECOVERY
Serial Number:	85499620	SAFESKIN
Serial Number:	85499621	SAFESKIN
Serial Number:	85352001	SAFESKIN
Serial Number:	85352006	SAFESKIN
Serial Number:	74573065	SAFESKIN
Serial Number:	73699029	SAFESKIN
Serial Number:	73737410	SAFETY DRAIN
Serial Number:	75657037	SAFEVIEW
Serial Number:	77879415	SAF-T-PEXY
Serial Number:	74453339	SATIN PLUS
Serial Number:	73719842	SECUR-LOK
Serial Number:	76374904	SELECT-A-FLOW
Serial Number:	74294318	SIDEKICK
Serial Number:	78567990	SILVAGARD
Serial Number:	78140597	SILVASORB
Serial Number:	78732080	SILVERSOAKER
Serial Number:	85316684	SMART-FOLD
Serial Number:	78438056	SOAKER
Serial Number:	74066679	SPLASHGUARD
Serial Number:	73334813	SPUNCARE
Serial Number:	86253964	STERLING SG
Serial Number:	75455881	STRANDS
Serial Number:	74498125	TACTYLON
Serial Number:	86000240	TAKE ACTION AGAINST UNNECESSARY NARCOTIC
Serial Number:	85403822	T-BLOC
Serial Number:	73455667	TECNOL

Property Type	Number	Word Mark
Serial Number:	74062903	THE FRIENDLY
Serial Number:	73625863	THE LITE ONE
Serial Number:	74061570	THE PROTECTOR
Serial Number:	74399405	THERMAL OPTION
Serial Number:	77688516	THORACOOOL
Serial Number:	73485167	TRACH CARE
Serial Number:	74565646	TRACH CARE MAC
Serial Number:	77535960	TRANSDISCAL
Serial Number:	77535885	
Serial Number:	73044972	U-BAR
Serial Number:	74340167	X-TRA TRACTION

#### CORRESPONDENCE DATA

Fax Number: 6508385109

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: MARK LANGER

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	(35613-76
NAME OF SUBMITTER:	MARK LANGER
SIGNATURE:	/MARK LANGER/
DATE SIGNED:	04/03/2015

#### Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of February 27, 2015 (this “**Agreement**”) between **AVENT, INC.**, a Delaware corporation, located at 1400 Holcomb Bridge Road Roswell, GA 30076 (the “**Grantor**”), and **MORGAN STANLEY SENIOR FUNDING, INC.**, as Collateral Agent for the Secured Parties.

Reference is made to the Security Agreement dated as of October 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Halyard Health, Inc., a Delaware corporation (the “**Borrower**”), the other “**Grantors**” identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of October 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Guarantors from time to time party thereto, Morgan Stanley Senior Funding, Inc., as Term Loan Administrative Agent and Collateral Agent, Citibank, N.A., as Revolver Administrative Agent, Swing Line Lender and an L/C Issuer and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). The Grantor is an affiliate of the Borrower, will derive substantial benefits from (i) the extension of credit to the Borrower pursuant to the Credit Agreement and (ii) the performance of obligations by the Hedge Banks under any Secured Hedge Agreements and Treasury Services Agreement, and the undersigned Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Secured Hedge Agreements and Treasury Services Agreements. Accordingly, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

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

All trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, including those listed on Schedule I hereto, and (b) all goodwill connected with the use thereof and symbolized thereby; *provided*

that the grant of security interest shall not include any “**intent-to-use**” trademark applications prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of the Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Grantor’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as the Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

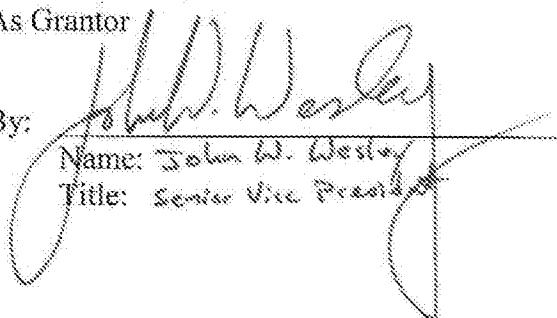
SECTION 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to any Intercreditor Agreement (if any) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of such Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern.

[Signatures on following pages]

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

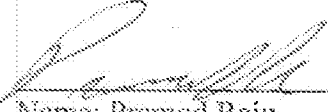
AVENT, INC.,  
As Grantor

By:

  
Name: John W. Wesley  
Title: Senior Vice President



MORGAN STANLEY SENIOR  
FUNDING, INC.,  
As Collateral Agent


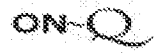




By:   
Name: Pramod Raju  
Title: Authorized Signatory



## Schedule I


Mark Name	Serial No.	Registration No.	Filing/ Registration Date
AERO BLUE	86167620		01/16/2014
ANAGO	75227203	2123863	12/23/1997
ANKLE GUARD	74340168	1785409	08/03/1993
BAL CATH	76244589	2515307	12/04/2001
BALLARD MEDICAL PRODUCTS	73486993	1338744	06/04/1985
BASIC	74491696	1876480	01/31/1995
BLUE RENEW	86111794		11/06/2013
C-BLOC	78167969	2914428	12/28/2004
CERVICOOL	85823571	4388002	08/20/2013
CLEAR-SITE	74289002	1820534	02/08/1994
CLOTEST	75638626	2319198	02/15/2000
CONTROL	73325983	1201903	07/20/1982
CONTROL	73441214	1340866	06/11/1985
COOLIEF	86038013		08/14/2013
	86301573		06/05/2014
C-SERIES	85403726	4422380	10/22/2013
CVARTS	74348175	1790263	08/31/1993
DENTASWAB	73700084	1509875	10/25/1988
DOUBLE SCRUB	73485160	1328357	04/02/1985
DUCKBILL	73512860	1360376	09/17/1985
EASI-LAV	74092045	1655483	09/03/1991
ECHOBRIGHT	85718719	4324227	04/23/2013

Mark Name	Serial No.	Registration No.	Filing/ Registration Date
ECHOLONG	85718707	4324224	04/23/2013
ENDO-GUARD	74167201	1690024	06/02/1992
EVOLUTION	73089250	1057694	02/01/1977
EZSTIM	77316064	3552766	12/30/2008
	73731171	1520733	01/17/1989
FLUIDSHIELD	75161484	2085955	08/05/1997
FOAM CARE	73484736	1358802	09/10/1985
FOAM CARE DOUBLE SCRUB	73485159	1325596	03/19/1985
GUARDALL SHIELD	73721261	1510028	10/25/1988
HAND-AID	73360739	1268564	02/28/1984
HI GUARD	74340157	1827352	03/22/1994
HOME PUMP	74169497	1694206	06/16/1992
	74442973	1893038	05/09/1995
INTEGUSEAL	78675051	3432772	05/20/2008
LAP TAP	85906777		04/17/2013
LONCET	73731172	1532873	04/04/1989
MIC	75328379	2187626	09/08/1998
MIC-KEY	74216141	1713379	09/08/1992
MICROCOOL	75502727	2299001	12/07/1999
MICROCUFF	78848713	3532561	11/11/2008
MINISTIM	74270739	1784007	07/27/1993

Mark Name	Serial No.	Registration No.	Filing/ Registration Date
NOT ON MY WATCH.	77428014	3723126	12/08/2009
OCUARTS	74348287	1790264	08/31/1993
ONDEMAND	77425567	3710942	11/17/2009
	77553074	3944760	04/12/2011
ON-Q	77377895	3917404	02/08/2011
	75564786	2411205	12/05/2000
ON-Q TAKE ACTION	86000237		07/02/2013
	75073568	2216822	01/12/1999
	75073442	2216821	01/12/1999
	75073145	2215666	01/05/1999
ORTHOARTS	74034313	1660340	10/08/1991
OXYGENESYS	77891747	4092728	01/31/2012
PAINBUSTER	75541212	2283233	10/05/1999
PCM2000	74474445	1892045	05/02/1995
PFR95	75006740	2049957	04/01/1997
PROBLOC	76531856	2862376	07/13/2004
PROLONG	76531855	2862375	07/13/2004
	75640743	2596539	07/23/2002

Mark Name	Serial No.	Registration No.	Filing/ Registration Date
	78241456	3099894	06/06/2006
PURPLE NITRILE	75621307	2533260	01/29/2002
PURPLE NITRILE-XTRA	75640587	2593382	07/16/2002
PYTEST	76395324	2674966	01/14/2003
QUICK CHECK	86356289		08/04/2014
QUICK-TAP	75261785	2147638	03/31/1998
READY CARE	73699666	1500402	08/16/1988
REDEFINING RECOVERY	77377916	3737554	01/12/2010
SAFESKIN	85499620	4247334	11/20/2012
SAFESKIN	85499621		12/20/2011
SAFESKIN	85352001	4533917	05/20/2014
SAFESKIN	85352006	4162360	06/19/2012
SAFESKIN	74573065	1921725	09/26/1995
SAFESKIN	73699029	1507969	10/11/1988
SAFETY DRAIN	73737410	1569479	12/05/1989
SAFEVIEW	75657037	2376160	08/08/2000
SAF-T-PEXY	77879415	3810801	06/29/2010
SATIN PLUS	74453339	1882910	03/07/1995
SECUR-LOK	73719842	1512575	11/15/1988
SELECT-A-FLOW	76374904	2897687	10/26/2004
SIDEKICK	74294318	1959501	03/05/1996

Mark Name	Serial No.	Registration No.	Filing/ Registration Date
SILVAGARD	78567990	3102244	06/06/2006
SILVASORB	78140597	2818386	02/24/2004
SILVERSOAKER	78732080	3353686	12/11/2007
SMART-FOLD	85316684	4347246	06/04/2013
SOAKER	78438056	3027366	12/13/2005
SPLASHGUARD	74066679	1640357	04/09/1991
SPUNCARE	73334813	1221005	12/21/1982
STERLING SG	86253964		04/16/2014
STRANDS	75455881	2273922	08/31/1999
TACTYLON	74498125	1887050	04/04/1995
TAKE ACTION AGAINST UNNECESSARY NARCOTICS	86000240		07/02/2013
T-BLOC	85403822	4332497	05/07/2013
TECNOL	73455667	1345894	07/02/1985
THE FRIENDLY	74062903	1639650	04/02/1991
THE LITE ONE	73625863	1445018	06/30/1987
THE PROTECTOR	74061570	1689536	05/26/1992
THERMAL OPTION	74399405	1912396	08/15/1995
THORACOOOL	77688516	3962316	05/17/2011
TRACH CARE	73485167	1328358	04/02/1985
TRACH CARE MAC	74565646	1987599	07/16/1996
TRANSDISCAL	77535960	3685099	09/22/2009

Mark Name	Serial No.	Registration No.	Filing/ Registration Date
	77535885	3781986	04/27/2010
U-BAR	73044972	1034630	03/02/1976
X-TRA TRACTION	74340167	1786653	08/10/1993