

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
mgc diagnostics corporation		12/28/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC		
Street Address:	335 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	87047870	ASCENT	
Serial Number:	86810848		
Serial Number:	86810882	MU	
Serial Number:	86810783		
Serial Number:	86518149	MU MEDISOFT	
Serial Number:	86518402	MU MEDISOFT	
Serial Number:	76712890	MGC DIAGNOSTICS	
Serial Number:	76712886	MGC DIAGNOSTICS	
Serial Number:	76711697	MGC DIAGNOSTICS	
Serial Number:	76649633	CCM EXPRESS	
Serial Number:	76656242	PREVENT	
Serial Number:	76711087	PREVENT	
Serial Number:	74549884	CPX EXPRESS	
Serial Number:	74332534	CARDIO2	
Serial Number:	74555284	CPX EXPRESS	
Serial Number:	74028440	MEDGRAPHICS	
CORRESPONDENCE DATA			
Fax Number:	2128785144		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$415.00 87047870

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2128785144
Email: rmargi@goulstonstorrs.com
Correspondent Name: Ranya S Margi
Address Line 1: c/o Goulston & Storrs PC, 885 Third Aven
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	ranya s margi
SIGNATURE:	/ranya s margi/
DATE SIGNED:	12/28/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 28, 2017, is made by MGC Diagnostics Corporation, a Minnesota corporation (the “Borrower”) and Medical Graphics Corporation, a Minnesota corporation (“MGC” and together with the Borrower, collectively the “Grantors” and each a “Grantor”), in favor of Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Borrower, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Borrower, the other Grantors and the Administrative Agent have entered into that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Credit Agreement and the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this Agreement;

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 Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantors hereby pledge, assign and grant to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of each Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantors.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflicts of laws principles.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Guarantee and Collateral Agreement pursuant to Section 8.17 thereof, upon written request of the Grantors, and at the expense of the Grantors, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Administrative Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

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GRANTOR:

MGC DIAGNOSTICS CORPORATION, a
Minnesota corporation

By: Heidi Goldstein
Name: Heidi Goldstein
Title: Vice President

MEDICAL GRAPHICS CORPORATION, a
Minnesota corporation

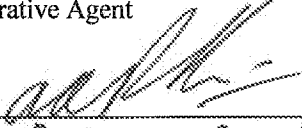
By: Heidi Goldstein
Name: Heidi Goldstein
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ABACUS/MGC)]

TRADEMARK
REEL: 006238 FRAME: 0112

ADMINISTRATIVE AGENT:








ABACUS FINANCE GROUP, LLC
as Administrative Agent


By: 
Name: AIZED A. RABBANI
Title: DIRECTOR

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ABACUS/MGC)]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

OWNER	MARK	JURISDICTION	Application No./REGISTRATION NUMBER	SERIAL NO.	Application/REGISTRATION DATE
MGC Diagnostics Corporation	ASCENT	U.S.		87047870	Filing Date 05/24/2016
MGC Diagnostics Corporation		U.S.	5011596	86810848	08/02/2016
MGC Diagnostics Corporation		U.S.	4996853	86810882	07/12/2016
MGC Diagnostics Corporation		U.S.	4996846	86810783	07/12/2016
MGC Diagnostics Corporation	 medisoft	U.S.	4902792	86518149	02/16/2016
MGC Diagnostics Corporation	 medisoft	U.S.	4899437	86518402	02/09/2016
MGC Diagnostics Corporation	 MGC DIAGNOSTICS	U.S.	4398127	76712890	09/10/2013
MGC Diagnostics Corporation	 MGC DIAGNOSTICS	U.S.	4394255	76712886	09/03/2013
MGC Diagnostics Corporation	MGC DIAGNOSTICS	U.S.	4307099	76711697	03/26/2013
Medical Graphics Corporation	CCM EXPRESS	U.S.	3286733	76649633	8/28/2007
Medical Graphics Corporation	preVent	U.S.	3209998	76656242	02/20/2007

Medical Graphics Corporation	preVent	U.S.	4239581	76711087	11/13/2012
Medical Graphics Corporation	CPX EXPRESS	U.S.	1989058	74549884	07/23/1996
Medical Graphics Corporation	<i>CardiO₂</i>	U.S.	1800627	74332534	10/26/1993
Medical Graphics Corporation		U.S.	1989085	74555284	07/23/1996
Medical Graphics Corporation	MEDGRAPHICS	U.S.	1636812	74028440	03/05/1991

TRADEMARK APPLICATIONS