

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456486

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ICU Medial, Inc.		11/08/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	MAC 01109-019, 1525 W. W.T. Harris Blvd.		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 68</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75599186	102	
<b>Serial Number:</b>	75633395	BRAVO 24	
<b>Serial Number:</b>	85829487	CARDIOFLO	
<b>Serial Number:</b>	77714472	CHEMOCLAVE	
<b>Serial Number:</b>	85651797	CHEMOLOCK	
<b>Serial Number:</b>	86610864	CHLORAFLOSH	
<b>Serial Number:</b>	86610851	CHLORALOCK	
<b>Serial Number:</b>	74255136	CLAVE	
<b>Serial Number:</b>	75546976	CLC 2000	
<b>Serial Number:</b>	86476979	COGENT	
<b>Serial Number:</b>	78867241	GENIE	
<b>Serial Number:</b>	75111601		
<b>Serial Number:</b>	85414695	HUMAN CONNECTIONS	
<b>Serial Number:</b>	73688847	ICU	
<b>Serial Number:</b>	85604194	INFUSEONE	
<b>Serial Number:</b>	73273296	INTRALOCK	
<b>Serial Number:</b>	74275425	LOPEZ VALVE	
<b>Serial Number:</b>	76331335	MICROCLAVE	
<b>Serial Number:</b>	85524400	NANOCLAVE	

OP \$1715.00 75599186

Property Type	Number	Word Mark
Serial Number:	77694995	NEUTRON
Serial Number:	77746262	OPTI Q
Serial Number:	73154721	OPTICATH
Serial Number:	73154720	OXIMETRIX
Serial Number:	85600557	PICCOX
Serial Number:	85519496	SAFESET
Serial Number:	86556494	SETFINDER
Serial Number:	77115277	SETMAKER
Serial Number:	76195649	SETSOURCE
Serial Number:	78965434	SPIROS
Serial Number:	87143695	SWABSTRIP
Serial Number:	87481392	SWABTIP
Serial Number:	78831285	TDQ
Serial Number:	78831364	TDQ
Serial Number:	78457649	TEGO
Serial Number:	73693441	THERMOSET
Serial Number:	77658980	TORQUE-LINE
Serial Number:	73454438	TRANSPAC
Serial Number:	77930915	TRIOX
Serial Number:	77668968	AMINOSYN
Serial Number:	73074726	AQUALITE
Serial Number:	77230567	BLU-MED
Serial Number:	77385341	EFFECTIV
Serial Number:	73046551	FLOW-POUCH
Serial Number:	72083197	HEMOSET
Serial Number:	87356803	ICU MEDICAL MEDNET
Serial Number:	87518503	ICU MEDICAL MEDNET MICRO DL
Serial Number:	77659171	IONOSOL
Serial Number:	74030309	LIFE SHIELD
Serial Number:	73065390	LIFECARE
Serial Number:	77664141	LIFECARE PCA
Serial Number:	77663384	LIFESHIELD
Serial Number:	72046086	MICRODRIP
Serial Number:	72227213	NORMOSOL
Serial Number:	86445330	NUTRIMIX
Serial Number:	74476354	OPTION-LOK
Serial Number:	77429321	PHYSIOSOL
Serial Number:	77667034	PLUM

Property Type	Number	Word Mark
Serial Number:	73780401	PLUM
Serial Number:	85956799	PLUM 360
Serial Number:	75414167	PLUM A+
Serial Number:	77233838	PLUM A+
Serial Number:	74403889	PLUM XL
Serial Number:	74513736	PLUM XL3
Serial Number:	73782047	PLUMSET
Serial Number:	87076947	SIMPLIFUSE
Serial Number:	74017988	VENILOOP
Serial Number:	77298351	VISCAP
Serial Number:	78872485	VISIV

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	01/02/2018

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

ICU Medical, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other \_\_\_\_\_

- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) November 8, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association, as Administrative Agent

Street Address: MAC 01109-019, 1525 W. W.T. Harris Blvd.

City: Charlotte

State: NC

Country: USA Zip: 28262

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A

See Schedule A

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

69

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera

Signature

January 2, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, ICU Medical, Inc.** a Delaware corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS,** the Grantor, as borrower, has entered into a Revolving Credit Agreement, dated as of November 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the financial institutions party thereto from time to time (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “Lenders”), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Grantor; and

**WHEREAS,** the Grantor and its subsidiaries may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements (as defined in the Credit Agreement) or Secured Hedge Agreements (as defined in the Credit Agreement) in accordance with the terms of the Credit Agreement; and

**WHEREAS,** pursuant to the terms of a Collateral Agreement, dated as of November 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Grantor, the Administrative Agent and the other grantors named therein, Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by Grantor to the Administrative Agent pursuant to the Collateral Agreement, Grantor hereby grants to the Administrative Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States, any state thereof, or in any foreign country (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to

the Trademarks in the United States, any state thereof, or in any foreign country, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding the foregoing, Trademark Collateral shall not include any Intent-to-Use Application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforcement of such application under applicable federal law (the "Excluded Trademark Collateral"); provided that at the time any such Intent-to-Use Application matures into an Actual Use Application by the applicable Grantor's receipt of written notification from the IP Filing Office of its acceptance of either an "Amendment to Allege Use" or "Statement Of Use," the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, such Actual Use Application; provided, however, that "Excluded Trademark Collateral" shall not include any Proceeds, products, substitutions or replacements of any Excluded Trademark Collateral (unless such Proceeds, products, substitutions or replacements would themselves constitute Excluded Trademark Collateral under this paragraph).

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8 day of November, 2017.

ICU MEDICAL, INC.

By:   
Name: Scott E. Lamb  
Title: Chief Financial Officer

*Signature Page to Grant of Trademark Security Interest by ICU Medical, Inc.*

TRADEMARK  
REEL: 006240 FRAME: 0334

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>Owner</b>	<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
ICU Medical, Inc.	1O2	75/599186	12/3/1998	2527925	1/8/2002
ICU Medical, Inc.	BRAVO 24	75/633395	2/3/1999	2779758	11/4/2003
ICU Medical, Inc.	CARDIOFLO	85/829487	1/22/2013	4902204	2/16/2016
ICU Medical, Inc.	CHEMOCLAVE	77/714472	4/15/2009	4354210	6/18/2013
ICU Medical, Inc.	CHEMOLOCK	85/651797	6/14/2012	4597699	9/2/2014
ICU Medical, Inc.	CHLORAFLUSH	86/610864 (Pending ITU)	4/27/2015		
ICU Medical, Inc.	CHLORALOCK	86/610851 (Pending ITU)	4/27/2015		
ICU Medical, Inc.	CLAVE	74/255136	3/13/1992	1882887	3/7/1995
ICU Medical, Inc.	CLC 2000	75/546976	9/1/1998	2374343	8/8/2000
ICU Medical, Inc.	COGENT	86/476979 (Pending ITU)	12/10/2014		
ICU Medical, Inc.	GENIE	78/867241	4/21/2006	3776373	4/13/2010
ICU Medical, Inc.	HORSE LOGO	75/111601	5/30/1996	2232579	3/16/1999
ICU Medical, Inc.	HUMAN CONNECTIONS	85/414695	9/2/2011	4855870	11/17/2015
ICU Medical, Inc.	ICU	73/688847	10/9/1987	1553616	8/29/1989
ICU Medical, Inc.	INFUSEONE	85/604194	4/20/2012	4491725	3/4/2014
ICU Medical, Inc.	INTRALOCK	73/273296	8/7/1980	1186564	1/19/1982
ICU Medical, Inc.	LOPEZ VALVE	74/275425	5/14/1992	1814802	1/4/1994
ICU Medical, Inc.	MICROCLAVE	76/331335	10/29/2001	2840880	5/11/2004
ICU Medical, Inc.	NANOCLAVE	85/524400	1/24/2012	4297314	3/5/2013
ICU Medical, Inc.	NEUTRON	77/694995	3/19/2009	4257927	12/11/2012
ICU Medical, Inc.	OPTI Q	77/746262	5/28/2009	3708696	11/10/2009
ICU Medical, Inc.	OPTICATH	73/154721	1/9/1978	1119970	6/12/1979
ICU Medical, Inc.	OXIMETRIX	73/154720	1/9/1978	1122275	7/17/1979
ICU Medical, Inc.	PICCOX	85/600557	4/17/2012	4870972	12/15/2015
ICU Medical, Inc.	SAFESET	85/519496	1/18/2012	4294582	2/26/2013
ICU Medical, Inc.	SETFINDER	86/556494 (Pending ITU)	3/6/2015		
ICU Medical, Inc.	SETMAKER	77/115277	2/23/2007	4186970	8/7/2012
ICU Medical, Inc.	SETSOURCE	76/195649	1/17/2001	2867123	7/27/2004
ICU Medical, Inc.	SPIROS	78/965434	8/31/2006	3578135	2/17/2009
ICU Medical, Inc.	SWABSTRIP	87/143695	8/18/2016	5314803	10/24/2017
ICU Medical, Inc.	SWABTIP	87/481392 (Pending ITU)	6/8/2017		
ICU Medical, Inc.	TDQ	78/831285	3/7/2006	3165344	10/31/2006
ICU Medical, Inc.	TDQ (stylized)	78/831364	3/7/2006	3222128	3/27/2007
ICU Medical, Inc.	TEGO	78/457649	7/27/2004	3107873	6/20/2006
ICU Medical, Inc.	THERMOSET	73/693441	11/2/1987	1524349	2/14/1989
ICU Medical, Inc.	TORQUE-LINE	77/658980	1/29/2009	3663547	8/4/2009
ICU Medical, Inc.	TRANSPAC	73/454438	11/25/1983	1317913	2/5/1985
ICU Medical, Inc.	TRIOX	77/930915	2/8/2010	4432758	11/12/2013



Owner	Mark	Application No.	Filing Date	Registration No.	Registration Date
ICU Medical, Inc.	AMINOSYN	77/668968	2/12/2009	3663647	8/4/2009
ICU Medical, Inc.	AQUALITE	73/074726	1/19/1976	1046237	8/17/1976
ICU Medical, Inc.	BLU-MED	77/230567	7/16/2007	3644160	6/23/2009
ICU Medical, Inc.	EFFECTIV	77/385341	1/31/2008	3690079	9/29/2009
ICU Medical, Inc.	FLOW-POUCH	73/046551	3/13/1975	1023181	10/21/1975
ICU Medical, Inc.	HEMOSET	72/083197	10/14/1959	708780	12/20/1960
ICU Medical, Inc.	ICU MEDICAL MEDNET	87/356803 (Pending ITU)	3/2/2017		
ICU Medical, Inc.	ICU MEDICAL MEDNET MICRO DL	87/518503 (Pending ITU)	7/6/2017		
ICU Medical, Inc.	IONOSOL	77/659171	1/29/2009	3663552	8/4/2009
ICU Medical, Inc.	LIFE SHIELD	74/030309	2/9/1990	1676340	2/18/1992
ICU Medical, Inc.	LIFECARE	73/065390	10/8/1975	1042636	7/6/1976
ICU Medical, Inc.	LIFECARE PCA	77/664141	2/5/2009	3666719	8/11/2009
ICU Medical, Inc.	LIFESHIELD	77/663384	2/4/2009	3669126	8/18/2009
ICU Medical, Inc.	MICRODRIP	72/046086	2/19/1958	674673	2/24/1959
ICU Medical, Inc.	NORMOSOL	72/227213	9/7/1965	808783	5/24/1966
ICU Medical, Inc.	NUITIV	79/183491	10/20/2015	5116569 (66A Int'l No. 1289753)	1/10/2017
ICU Medical, Inc.	NUTRIMIX	86/445330	11/5/2014	4768255	7/7/2015
ICU Medical, Inc.	OPTION-LOK	74/476354	1/4/1994	1864616	11/29/1994
ICU Medical, Inc.	PHYSIOSOL	77/429321	3/24/2008	3495920	9/2/2008
ICU Medical, Inc.	PLUM	77/667034	2/10/2009	3669329	8/18/2009
ICU Medical, Inc.	PLUM (WITH DESIGN)	73/780401	2/13/1989	1564296	11/7/1989
ICU Medical, Inc.	PLUM 360	85/956799	6/11/2013	4846470	11/3/2015
ICU Medical, Inc.	PLUM A+	75/414167	1/6/1998	2451275	5/15/2001
ICU Medical, Inc.	PLUM A+ (Stylized Logo)	77/233838	7/19/2007	3398201	3/18/2008
ICU Medical, Inc.	PLUM XL (WITH DESIGN)	74/403889	6/17/1993	1868866	12/20/1994
ICU Medical, Inc.	PLUM XL3 (WITH DESIGN)	74/513736	4/18/1994	2019554	11/26/1996
ICU Medical, Inc.	PLUMSET	73/782047	2/21/1989	1560710	10/17/1989
ICU Medical, Inc.	SIMPLIFUSE	87/076947 (Pending ITU)	6/20/2016		
ICU Medical, Inc.	VENILOOP	74/017988	1/10/1990	1629958	1/1/1991
ICU Medical, Inc.	VISCAP	77/298351	10/8/2007	3547887	12/16/2008
ICU Medical, Inc.	VISIV	78/872485	4/28/2006	3295623	9/18/2007