

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512079

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beaver-Visitec International (US), Inc.		02/28/2019	Corporation: DELAWARE
Beaver-Visitec International, Inc.		02/28/2019	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Second Lien Collateral Agent
Street Address:	1100 Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	4620126	READYPAK
Registration Number:	4668555	NUVISC
Registration Number:	4765194	I-RING
Registration Number:	4470939	EXTEND
Registration Number:	4406747	OSHER THERMODOT
Registration Number:	4193724	ATOMIC EDGE
Registration Number:	4023938	KEEPING YOUR VISION IN SIGHT
Registration Number:	3975998	BVI
Registration Number:	3979563	BVI
Registration Number:	3551377	OCUSEAL
Registration Number:	3253759	XSTAR
Registration Number:	3208676	WECK-CEL
Registration Number:	3100759	BLU-SPOT
Registration Number:	2951829	ARTHRO-LOK
Registration Number:	2655103	ERASER

OP \$1290.00 4620126

Property Type	Number	Word Mark
Registration Number:	2760252	CLEANFIELD
Registration Number:	2321653	WICK N' WIPE
Registration Number:	2261699	KERASPEAR
Registration Number:	2228185	SWITCH-A-TIP
Registration Number:	2256088	KERACEL
Registration Number:	2178558	VISIDRAPE
Registration Number:	2211886	PARASOL
Registration Number:	2166602	NITEYE
Registration Number:	2049333	ULTRACELL
Registration Number:	1783346	ENDO OPTIKS
Registration Number:	1723526	BLU-SLIT
Registration Number:	1618630	EDGEAHEAD
Registration Number:	1555640	OP-WIPE
Registration Number:	1528070	VISCOFLOW
Registration Number:	1434606	VISITEC
Registration Number:	1208093	BEAVER
Registration Number:	1069334	MICRO-SHARP
Registration Number:	1002000	MAXI-LITE
Registration Number:	1001002	OPHTHO-BURR
Registration Number:	1017204	BLU-SPOT
Registration Number:	0994015	ACCU-TEMP
Registration Number:	0968265	WET-FIELD
Registration Number:	0824981	MINI-BLADE
Registration Number:	1002688	I-STAT
Registration Number:	1914147	C-LINE
Registration Number:	1031358	ESSAR
Registration Number:	5219932	I-RINGJOURNAL
Registration Number:	5650835	BVI
Registration Number:	5650837	BVI
Registration Number:	5465715	EXTEND 180
Registration Number:	5580928	MALOSA
Registration Number:	5580929	OPTIMUM
Registration Number:	5650838	
Registration Number:	5650839	
Serial Number:	87821766	
Serial Number:	87821790	

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006577 FRAME: 0257**

Fax Number:

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: 800-494-5225
Email: ipteam@coagencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1052002 TM L2
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	02/28/2019

Total Attachments: 8

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Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below) pursuant to this Second Lien Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to Goldman Sachs Bank USA, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of February 28, 2019, among Holdings, the Parent Borrower, the Co-Borrowers party thereto, Goldman Sachs Bank USA, as administrative agent and collateral agent and as an issuing bank and swing line lender, and the lenders from time to time party thereto, as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, pursuant to, and to the extent set forth in the First Lien/Second Lien Intercreditor Agreement (as defined below) and (ii) the exercise of any right or remedy by the Second Priority Representative or any other secured party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of February 28, 2019, among Goldman Sachs Bank USA, as First Lien Collateral Agent, Wilmington Trust, National Association, as Initial Second Lien Representative, Holdings, the Parent Borrower and the other parties thereto from time to time party thereto, as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time (the "First Lien/Second Lien Intercreditor Agreement"). In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Second Lien Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Second Lien Trademark Security Agreement") is entered into as of February 28, 2019, by and among Beaver-Visitec International (US), Inc. and Beaver-Visitec International, Inc. (collectively, "Grantors" and each, "Grantor") and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Second Lien Collateral Agent").

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to a Second Lien Pledge and Security Agreement, dated as of February 28, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Second Lien Security Agreement"), in favor of the Second Lien Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which each Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Second Lien Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Parent Borrower thereunder, each Grantor hereby agrees with the Second Lien Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Second Lien Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of each Grantor, including the Trademarks listed on Schedule I attached hereto (excluding any "intent-to-use" trademark application filed with the USPTO prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral").

SECTION 3. Second Lien Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Second Lien Collateral Agent in the Second Lien Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Second Lien Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

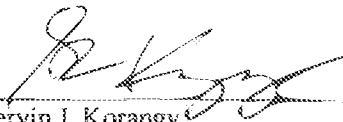
SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BEAVER-VISITEC INTERNATIONAL (US), INC.
BEAVER-VISITEC INTERNATIONAL, INC.**

By: 
Name: Shervin J. Korangy
Title: Chief Financial Officer, Chief Strategy Officer,
Treasurer and Secretary

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK
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Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Second Lien Collateral Agent

By: 
Name: Jamie Roseberg
Title: Relationship Manager

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006577 FRAME: 0263

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT



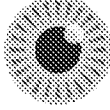

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
READYPAK	86179430	4620126	BEAVER-VISITEC INTERNATIONAL (US), INC.
NUVISC	86111902	4668555	BEAVER-VISITEC INTERNATIONAL (US), INC.
I-RING	86089676	4765194	BEAVER-VISITEC INTERNATIONAL (US), INC.
EXTEND	86010284	4470939	BEAVER-VISITEC INTERNATIONAL (US), INC.
OSHER THERMODOT	85850998	4406747	BEAVER-VISITEC INTERNATIONAL (US), INC.
ATOMIC EDGE	85486955	4193724	BEAVER-VISITEC INTERNATIONAL (US), INC.
KEEPING YOUR VISION IN SIGHT	85177950	4023938	BEAVER-VISITEC INTERNATIONAL (US), INC.
BVI	85098175	3975998	BEAVER-VISITEC INTERNATIONAL (US), INC.
BVI	85098194	3979563	BEAVER-VISITEC INTERNATIONAL (US), INC.
OCUSEAL	77319303	3551377	BEAVER-VISITEC INTERNATIONAL (US), INC.
XSTAR	78953389	3253759	BEAVER-VISITEC INTERNATIONAL (US), INC.
WECK-CEL	78861630	3208676	BEAVER-VISITEC INTERNATIONAL (US), INC.
BLU-SPOT	78659945	3100759	BEAVER-VISITEC INTERNATIONAL (US), INC.
ARTHRO-LOK	78417490	2951829	BEAVER-VISITEC INTERNATIONAL (US), INC.
ERASER	78090817	2655103	BEAVER-VISITEC INTERNATIONAL (US), INC.
CLEANFIELD	78066539	2760252	BEAVER-VISITEC INTERNATIONAL (US), INC.
WICK N' WIPE	75658186	2321653	BEAVER-VISITEC INTERNATIONAL (US), INC.
KERASPEAR	75446656	2261699	BEAVER-VISITEC INTERNATIONAL (US), INC.
SWITCH-A-TIP	75414891	2228185	BEAVER-VISITEC INTERNATIONAL (US), INC.
KERACEL	75392712	2256088	BEAVER-VISITEC INTERNATIONAL (US), INC.
VISIDRAPE	75332731	2178558	BEAVER-VISITEC INTERNATIONAL, INC.
PARASOL	75327456	2211886	BEAVER-VISITEC INTERNATIONAL, INC.

[Signature Page to Second Lien Trademark Security Agreement]

Trademark	Application No.	Registration No.	Owner
NITEYE	75248928	2166602	BEAVER-VISITEC INTERNATIONAL (US), INC.
ULTRACELL	74272034	2049333	BEAVER-VISITEC INTERNATIONAL (US), INC.
ENDO OPTIKS	74247871	1783346	BEAVER-VISITEC INTERNATIONAL, INC.
BLU-SLIT	74064143	1723526	BEAVER-VISITEC INTERNATIONAL (US), INC.
EDGEAHEAD	74021118	1618630	BEAVER-VISITEC INTERNATIONAL, INC.
OP-WIPE	73744835	1555640	BEAVER-VISITEC INTERNATIONAL (US), INC.
VISCOFLOW	73732333	1528070	BEAVER-VISITEC INTERNATIONAL, INC.
VISITEC	73587740	1434606	BEAVER-VISITEC INTERNATIONAL, INC.
BEAVER	73341216	1208093	BEAVER-VISITEC INTERNATIONAL (US), INC.
MICRO-SHARP	73076705	1069334	BEAVER-VISITEC INTERNATIONAL (US), INC.
MAXI-LITE	73010716	1002000	BEAVER-VISITEC INTERNATIONAL (US), INC.
OPHTHO-BURR	73010752	1001002	BEAVER-VISITEC INTERNATIONAL (US), INC.
BLU-SPOT	73010759	1017204	BEAVER-VISITEC INTERNATIONAL (US), INC.
ACCU-TEMP	72457943	0994015	BEAVER-VISITEC INTERNATIONAL (US), INC.
WET-FIELD	72427578	0968265	BEAVER-VISITEC INTERNATIONAL (US), INC.
MINI-BLADE	72208527	0824981	BEAVER-VISITEC INTERNATIONAL (US), INC.
I-STAT	73007703	1002688	BEAVER-VISITEC INTERNATIONAL (US), INC.
C-LINE	74228502	1914147	BEAVER-VISITEC INTERNATIONAL (US), INC.
ESSAR	73055478	1031358	BEAVER-VISITEC INTERNATIONAL (US), INC.
I-RINGJOURNAL	87136592	5219932	BEAVER-VISITEC INTERNATIONAL (US), INC.
BVI	87667023	5650835	BEAVER-VISITEC INTERNATIONAL (US), INC.
BVI	87667048	5650837	BEAVER-VISITEC INTERNATIONAL (US), INC.
EXTEND 180	87345364	5465715	BEAVER-VISITEC INTERNATIONAL (US), INC.
MALOSA	87911900	5580928	BEAVER-VISITEC INTERNATIONAL (US), INC.
OPTIMUM	87911956	5580929	BEAVER-VISITEC INTERNATIONAL (US), INC.

[Signature Page to Second Lien Trademark Security Agreement]

Trademark	Application No.	Registration No.	Owner
	87821766		BEAVER-VISITEC INTERNATIONAL (US), INC.
	87821790		BEAVER-VISITEC INTERNATIONAL (US), INC.
	87667068	5650838	BEAVER-VISITEC INTERNATIONAL (US), INC.
	87667081	5650839	BEAVER-VISITEC INTERNATIONAL (US), INC.

[Signature Page to Second Lien Trademark Security Agreement]

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RECORDED: 02/28/2019

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