

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543822

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Teleflex Medical Incorporated		09/25/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	IL1-1145/54/63, P.O. BOX 6026
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60680-6026
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	1381205	NONSTOP
Registration Number:	2068041	THE ORIGINAL BELLY BAG
Registration Number:	4959579	VESOCCLUDE
Registration Number:	4963230	VESOCCLUDE MEDICAL
Registration Number:	4981915	VESOCCLUDE
Registration Number:	5169495	VESOLOCK
Registration Number:	2671575	ADAPT
Registration Number:	1004041	ADDIPAK
Registration Number:	1537328	AIR-EZE
Registration Number:	1832068	AQUA+
Registration Number:	0926951	AQUAPAK
Registration Number:	0968730	AQUATHERM
Registration Number:	1564294	AVA-NEB
Registration Number:	2154281	BI-FLO
Registration Number:	2133393	BITEGARD
Registration Number:	1951213	BONDEK
Registration Number:	2179987	BREATHING, MADE EASIER.
Registration Number:	2272128	CATH-GUIDE

OP \$1665.00 1381205

Property Type	Number	Word Mark
Registration Number:	1826881	CLEAR COMFORT
Registration Number:	1099212	CONCHA
Registration Number:	1139858	CONCHAPAK
Registration Number:	1105074	CONCHATHERM
Registration Number:	1250224	CORR-A-FLEX
Registration Number:	0825863	CORR-A-TUBE
Registration Number:	1326798	DEKLENE
Registration Number:	3076349	DEKNATEL
Registration Number:	2572973	EZ-ENDO
Registration Number:	2118368	FLEX-C-PAP
Registration Number:	1729000	HUDSON RCI
Registration Number:	1695930	HUDSON RCI
Registration Number:	1028559	INTRADUCER
Registration Number:	1234472	LIFESAVER
Registration Number:	1839905	MICRO MIST
Registration Number:	4569509	MINIGRIP
Registration Number:	4480238	MINILAP
Registration Number:	4727717	MINS
Registration Number:	2869007	MONODEK
Registration Number:	1004552	MULTI-VENT
Registration Number:	1010958	NEB-U-MASK
Registration Number:	2576614	NEXTSTITCH
Registration Number:	3077624	OPTI-NEB
Registration Number:	3541094	OPTI-NEB PRO
Registration Number:	0833013	PLEUR-EVAC
Registration Number:	2229431	PLEUR-EVAC SAHARA
Registration Number:	1530731	POLYDEK
Registration Number:	2885281	SAHARA
Registration Number:	2250429	SAPHLITE
Registration Number:	1559688	SHER-I-BRONCH
Registration Number:	1581320	SHERIDAN
Registration Number:	1582418	SHERIDAN/CF
Registration Number:	1560698	SHERIDAN/HVT
Registration Number:	1565739	SHER-I-SLIP
Registration Number:	1558905	SHER-I-SWIV
Registration Number:	1367473	SMOOTH-FLO
Registration Number:	1928616	SOFTECH
Registration Number:	1559680	SPIRAL-FLEX

Property Type	Number	Word Mark
Registration Number:	1704754	STAR LUMEN
Registration Number:	2452454	STERNOTOMY COMPAK
Registration Number:	1427352	SURE SEAL
Registration Number:	3318312	TAUT
Registration Number:	0758496	TEVDEK
Registration Number:	1899754	THERMAGARD
Registration Number:	2983263	TRIFLO
Registration Number:	0988503	UP-DRAFT
Registration Number:	1287013	UP-DRAFT II
Registration Number:	1056922	VOLDYNE

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 049067-0087

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 10/03/2019

Total Attachments: 7

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Grant") is made effective as of September 25, 2019, by and from Teleflex Medical Incorporated, a California corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, TELEFLEX INCORPORATED (the "Company"), the other Loan Parties, the Lenders, and the Grantee have entered into that certain Second Amended and Restated Credit Agreement, dated as of April 5, 2019 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, certain Subsidiaries of the Company have guaranteed the repayment of the Obligations pursuant to the Credit Agreement;

WHEREAS, the Company and certain of its Subsidiaries, including the Grantor, have entered into that certain Amended and Restated Security Agreement, dated as of April 5, 2019 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor owns certain Trademarks which are applied for or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement, or if not defined therein, in the Security Agreement.

2) The Security Interest.

(a) This Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the satisfaction of the Final Release Conditions (as defined in the Subsidiary Guaranty), this Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all (i) United States Trademarks, including the foregoing listed on Exhibit A; (ii) all renewals of the foregoing; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present, and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and

future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world.

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Grant shall not extend to Excluded Assets.

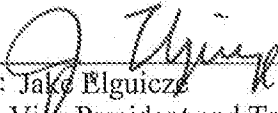
3) Grants, Rights, Remedies. This Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, 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 and control.

4) Governing Law. **THIS GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Grant may be executed in counterparts (and by different parties hereto in 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 of this Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Grant.

IN WITNESS WHEREOF, the Grantor has executed this Grant effective as of the date first written above.

TELEFLEX MEDICAL INCORPORATED,
as Grantor

By: 
Name: Jake Elguicze
Title: Vice President and Treasurer

Signature Page for
Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 006763 FRAME: 0511

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Tracy Martinov

Name: Tracy Martinov

Title: Authorized Signatory

Signature Page for
Grant of Security Interest in United States Trademarks

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TRADEMARK
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks

Trademark	Serial No.	Registration No.	Owner
NONSTOP	73550447	1381205	Teleflex Medical Incorporated
THE ORIGINAL BELLY BAG	75068443	2068041	Teleflex Medical Incorporated
VESOCCLUDE	86742606	4959579	Teleflex Medical Incorporated
VESOCCLUDE MEDICAL	86748264	4963230	Teleflex Medical Incorporated
VESOCCLUDE	86742648	4981915	Teleflex Medical Incorporated
VESOLOCK	86903286	5169495	Teleflex Medical Incorporated
ADAPT and Design	76318529	2671575	Teleflex Medical Incorporated
ADDIPAK	72466580	1004041	Teleflex Medical Incorporated
AIR-EZE	73749337	1537328	Teleflex Medical Incorporated
AQUA+	74210094	1832068	Teleflex Medical Incorporated
AQUAPAK	72383817	0926951	Teleflex Medical Incorporated
AQUATHERM	72436889	0968730	Teleflex Medical Incorporated
AVA-NEB	73777639	1564294	Teleflex Medical Incorporated
BI-FLO	75163676	2154281	Teleflex Medical Incorporated
BITEGARD	75163677	2133393	Teleflex Medical Incorporated
BONDEK	74638398	1951213	Teleflex Medical Incorporated
BREATHING, MADE EASIER.	75204948	2179987	Teleflex Medical Incorporated
CATH-GUIDE	75513068	2272128	Teleflex Medical Incorporated
CLEAR COMFORT	74314960	1826881	Teleflex Medical Incorporated
CONCHA	73129180	1099212	Teleflex Medical Incorporated

Trademark	Serial No.	Registration No.	Owner
CONCHAPAK	73116944	1139858	Teleflex Medical Incorporated
CONCHATHERM	73117684	1105074	Teleflex Medical Incorporated
CORR-A-FLEX	73344346	1250224	Teleflex Medical Incorporated
CORR-A-TUBE	72237129	0825863	Teleflex Medical Incorporated
DEKLENE	73483129	1326798	Teleflex Medical Incorporated
DEKNATEL	78589231	3076349	Teleflex Medical Incorporated
EZ-ENDO	76092726	2572973	Teleflex Medical Incorporated
FLEX-C-PAP	75061881	2118368	Teleflex Medical Incorporated
HUDSON RCI	74157941	1729000	Teleflex Medical Incorporated
HUDSON RCI	74158130	1695930	Teleflex Medical Incorporated
INTRADUCER	73051157	1028559	Teleflex Medical Incorporated
LIFESAVER	73320674	1234472	Teleflex Medical Incorporated
MICRO MIST	74214846	1839905	Teleflex Medical Incorporated
MINIGRIP	85918974	4569509	Teleflex Medical Incorporated
MINILAP	85919031	4480238	Teleflex Medical Incorporated
MINS	86399986	4727717	Teleflex Medical Incorporated
MONODEK	76540134	2869007	Teleflex Medical Incorporated
MULTI-VENT	72432002	1004552	Teleflex Medical Incorporated
NEB-U-MASK	73021865	1010958	Teleflex Medical Incorporated
NEXTSTITCH	76009845	2576614	Teleflex Medical Incorporated
OPTI-NEB	78424171	3077624	Teleflex Medical Incorporated
OPTI-NEB PRO and Design	77207763	3541094	Teleflex Medical Incorporated
PLEUR-EVAC	72253212	0833013	Teleflex Medical Incorporated
PLEUR-EVAC SAHARA and Design	75203535	2229431	Teleflex Medical Incorporated

Trademark	Serial No.	Registration No.	Owner
POLYDEK	73735521	1530731	Teleflex Medical Incorporated
SAHARA	78247346	2885281	Teleflex Medical Incorporated
SAPHLITE	75351411	2250429	Teleflex Medical Incorporated
SHER-I-BRONCH	73775617	1559688	Teleflex Medical Incorporated
SHERIDAN	73770429	1581320	Teleflex Medical Incorporated
SHERIDAN/CF	73770392	1582418	Teleflex Medical Incorporated
SHERIDAN/HVT	73768214	1560698	Teleflex Medical Incorporated
SHER-I-SLIP	73783724	1565739	Teleflex Medical Incorporated
SHER-I-SWIV	73775639	1558905	Teleflex Medical Incorporated
SMOOTH-FLO	73502818	1367473	Teleflex Medical Incorporated
SOFTECH	74469210	1928616	Teleflex Medical Incorporated
SPIRAL-FLEX	73768215	1559680	Teleflex Medical Incorporated
STAR LUMEN	74065874	1704754	Teleflex Medical Incorporated
STERNOTOMY COMPAK	75707969	2452454	Teleflex Medical Incorporated
SURE SEAL	73564188	1427352	Teleflex Medical Incorporated
TAUT	78962898	3318312	Teleflex Medical Incorporated
TEVDEK	72164330	0758496	Teleflex Medical Incorporated
THERMAGARD	74195414	1899754	Teleflex Medical Incorporated
TRIFLO	78426555	2983263	Teleflex Medical Incorporated
UP-DRAFT	72437310	0988503	Teleflex Medical Incorporated
UP-DRAFT II	73415860	1287013	Teleflex Medical Incorporated
VOLDYNE (Stylized)	73068262	1056922	Teleflex Medical Incorporated