

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336878

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Z-Medica, LLC		04/01/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3799427	COMBAT GAUZE
Registration Number:	3544813	QUIKCLOT EHS
Registration Number:	3683827	PETCLOT
Registration Number:	2971491	IT'S ALL ABOUT SAVING LIVES
Registration Number:	4169959	NOVACOL
Registration Number:	2798757	QUIKCLOT
Registration Number:	3545294	QUIKCLOT 1ST RESPONSE
Registration Number:	3134377	QUIKCLOT ACS
Registration Number:	3750291	QUIKCLOT COMBAT GAUZE
Registration Number:	3703016	QUIKCLOT EMERGENCY DRESSING
Registration Number:	3745266	QUIKCLOT NOSEBLEED
Registration Number:	3406190	QUIKCLOT SPORT
Registration Number:	3406191	QUIKCLOT SPORT SILVER
Registration Number:	3148358	THE GREATEST PRIVILEGE IS TO MAKE A DIFF
Registration Number:	4072112	TRAUMAPAD
Registration Number:	3432613	VETCLOT
Registration Number:	3196116	Z-MEDICA
Registration Number:	3930813	Z-MEDICA
Serial Number:	86550878	BELT TRAUMA KIT

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86550866	BLEEDING CONTROL BAG
Serial Number:	86550873	BLEEDING CONTROL KIT
Serial Number:	86550860	INTERVENTIONAL
Serial Number:	86550844	QUIKCLOT
Serial Number:	86550854	RADIAL

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-182
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	04/01/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 1st day of April, 2015 by Z-MEDICA, LLC, a Delaware limited liability company (“**Grantor**”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor (together each other Person who executes a joinder agreement in form and substance satisfactory to Agent and Borrower Representative and becomes a “Borrower” thereunder with the consent of Agent and Borrower Representative, the “**Borrowers**”), Z-Medica Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the financial institutions party thereto from time to time as Lenders and Grantee have entered into a certain Credit Agreement dated as of April 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of April 1, 2015, by and among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and the Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Trademark Security Agreement is made under and governed by the 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.

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

Z-MEDICA, LLC, a Delaware limited liability company

By: 

Name: David Dean

Its: Chief Operating and Financial Officer

Agreed and accepted as of
the date first written above:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 

Name: Faraaz Kamran

Title: Managing Director

SCHEDULE A


Trademark Registrations

Mark	App. No. App. Date	Reg No. Reg. Date	Class Goods/Services
COMBAT GAUZE	77/856046 23-Oct-09	3799427 08-Jun-10	05 Int. Chemical delivery agents consisting of compounds impregnated on delivery devices for aiding in blood coagulation for human medicinal use
QUIKCLOT EHS	77366214 08-Jan-2008	3544813 09-Dec-2008	CHEMICALS THAT AID IN THE COAGULATION OF BLOOD FOR HUMAN MEDICINAL USE AND DELIVERY MECHANISMS THEREFOR
PETCLOT	77355535 19-Dec-2007	3683827 15-Sept-2009	CHEMICALS THAT AID IN THE COAGULATION OF BLOOD AND DELIVERY SYSTEMS THEREFOR FOR VETERINARY MEDICINAL USE
IT'S ALL ABOUT SAVING LIVES	76435669 30-July-2002	2971491 9-July-2005	(INT. CL. 5) PRODUCTS THAT AID IN THE COAGULATION OF BLOOD
NOVACOL	85/146432 06-Oct-10	4169959 10-Jul-12	05 Int. Collagen or haemostatic preparations for medical purposes for controlling bleeding and wound care related to surgical procedures; all aforesaid goods except dressings; all aforesaid goods not for dental use
QUIKCLOT	76/388756 27-Mar-02	2798757 23-Dec-03	05 Int. Chemicals that aid in the coagulation of blood for human medicinal use
QUIKCLOT 1ST RESPONSE	78/874255 02-May-06	3545294 09-Dec-08	05 Int. Chemicals and pharmaceutical materials that aid in the coagulation of blood for human medicinal purposes and devices incorporating chemicals and pharmaceutical materials that aid in the coagulation of blood for human medicinal purposes, namely, blood coagulant delivery devices in the nature of mesh bags, mesh pads, and mesh pouches in which the chemicals are retained in particle form
QUIKCLOT ACS	78/619639 29-Apr-05	3134377 22-Aug-06	05 Int. Chemical delivery agents consisting of compounds impregnated on delivery devices for aiding in blood coagulation for human medicinal use
QUIKCLOT COMBAT GAUZE	77/335043 21-Nov-07	3750291 16-Feb-10	05 Int. Chemical delivery agents consisting of compounds impregnated on delivery devices for aiding in blood coagulation for human medicinal use

Mark	App. No. App. Date	Reg No. Reg. Date	Class Goods/Services
QUIKCLOT EMERGENCY DRESSING	77/540407 06-Aug-08	3703016 27-Oct-09	05 Int. Chemicals that aid in the coagulation of blood for human medicinal use
QUIKCLOT NOSEBLEED	77/570786 16-Sep-08	3745266 02-Feb-10	05 Int. Chemicals that aid in the coagulation of blood for human medicinal use
QUIKCLOT SPORT	77/091287 25-Jan-07	3406190 01-Apr-08	05 Int. Chemicals that aid in the coagulation of blood for human medicinal use
QUIKCLOT SPORT SILVER	77/091291 25-Jan-07	3406191 01-Apr-08	05 Int. Chemicals that aid in the coagulation of blood for human medicinal use
THE GREATEST PRIVILEGE IS TO MAKE A DIFFERENCE	78/725092 03-Oct-05	3148358 26-Sep-06	05 Int. Chemicals and delivery mechanism that aid in the coagulation of blood for human and veterinary medicinal use, all sold as a unit; first aid kits
TRAUMAPAD	85/065242 17-Jun-10	4072112 13-Dec-11	05 Int. Chemical delivery agents consisting of compounds impregnated on delivery devices for aiding in blood coagulation for human medicinal use
VETCLOT	78/492809 01-Oct-04	3432613 20-May-08	05 Int. Chemicals for coagulating blood, the chemicals incorporated into sponges for use in veterinary applications
Z-MEDICA	78/699363 24-Aug-05	3196116 09-Jan-07	05 Int. Chemicals and delivery mechanism that aid in the coagulation of blood for human and veterinary medicinal use sold as a unit therewith
Z-MEDICA	85/061909 14-Jun-10	3930813 15-Mar-11	05 Int. Hemostatic agents in the nature of granules, powders, liquids, gels, sheets and fibers used for treating wounds; wound dressings; bandages for dressings; sponges for dressings; gauze; first aid kits

Trademark Applications

Mark	App. No. App. Date	Class Goods/Services	Status
BELT TRAUMA KIT	86/550878 02-Mar-15	10 Int. Chemical delivery agents consisting of compounds impregnated on delivery devices for aiding in blood coagulation for human medicinal use; Wound dressings; Bandages for dressings; Sponges for dressings; Gauze; First aid kits; Medical kits comprising gauze, wound dressings, bandages, tourniquets, gloves, and shears	Pending

Mark	App. No. App. Date	Class Goods/Services	Status
BLEEDING CONTROL BAG	86/550866 02-Mar-15	10 Int. Chemical delivery agents consisting of compounds impregnated on delivery devices for aiding in blood coagulation for human medicinal use; Wound dressings; Bandages for dressings; Sponges for dressings; Gauze; First aid kits; Medical kits comprising gauze, wound dressings, bandages, tourniquets, gloves, and shears	Pending
BLEEDING CONTROL KIT	86/550873 02-Mar-15	10 Int. Chemical delivery agents consisting of compounds impregnated on delivery devices for aiding in blood coagulation for human medicinal use; Wound dressings; Bandages for dressings; Sponges for dressings; Gauze; First aid kits; Medical kits comprising gauze, wound dressings, bandages, tourniquets, gloves, and shears	Pending
INTERVENTI ONAL	86/550860 02-Mar-15	10 Int: Chemical delivery agents consisting of compounds impregnated on delivery devices for aiding in blood coagulation for human medicinal use; Wound dressings; Bandages for dressings; Gauze	Pending
	86/550844 02-Mar-15	10 Int. Chemical delivery agents consisting of compounds impregnated on delivery devices for aiding in blood coagulation for human medicinal use; Wound dressings; Bandages for dressings; Sponges for dressings; Gauze; First aid kits; Medical kits comprising gauze, wound dressings, bandages, tourniquets, gloves, and shears	Pending
RADIAL	86/550854 02-Mar-15	10 Int. Chemical delivery agents consisting of compounds impregnated on delivery devices for aiding in blood coagulation for human medicinal use; Wound dressings; Bandages for dressings; Gauze (as filed)	Pending