

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calder Development Associates, Inc.		09/01/2015	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Agent		
Street Address:	303 West Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4086951	BIOTRONIC NEURONETWORK	
Registration Number:	4130847	NEURALWATCH LLC	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>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.</i>			
Phone:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	339494-51		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	09/01/2015		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2015, by CALDER DEVELOPMENT ASSOCIATES, INC., a Michigan corporation (“Grantor”), in favor of Maranon Capital, L.P., a Delaware limited partnership, in its capacity as Agent for Lenders. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Credit Parties from time to time party thereto, Grantor as Borrower Representative, Agent and the Lenders from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Loans to Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security 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, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


Notwithstanding the foregoing, the term "Trademark Collateral" shall not include, and no Lien shall be granted by this Agreement on, (i) intent-to-use trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office; (ii) other Intellectual Property if the grant of the Lien on or security interest in would result in the cancellation or voiding of such Intellectual Property except to the extent that (A) such prohibition is ineffective under applicable laws (including the Uniform Commercial Code, as in effect from time to time in Illinois) or (B) consent thereto is obtained from the appropriate party.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and to the extent of the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

**CALDER DEVELOPMENT
ASSOCIATES, INC.**

By: 
Name: Henry Gretzinger
Title: Chief Financial Officer, Treasurer and
Secretary

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS / TRADEMARK APPLICATIONS:

Owner	Trademarks	Registration Number	Registration Date
Calder Development Associates, Inc.	 The logo for Biotronic Neuronetwork features the word "Biotronic" in a stylized font with a brain-like graphic behind the "i", and "NEURONETWORK" in a smaller, sans-serif font below it.	4086951	1/17/2012
Calder Development Associates, Inc.	 The logo for NeuralWatch LLC features the word "NeuralWatch" in a stylized font with a brain-like graphic behind the "i", and "LLC" in a smaller, sans-serif font below it.	4130847	4/24/2012

[Schedule I]