

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356058

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enovate Medical, LLC		09/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Riverside Fund V, L.P.		
Street Address:	One Exeter Plaza, 699 Boylston Street		
Internal Address:	c/o Riverside Partners, LLC		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	Riverside Offshore Stinger Blocker Corp.		
Street Address:	One Exeter Plaza, 699 Boylston Street		
Internal Address:	c/o Riverside Partners, LLC		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2956420	INTEGRITI	
Registration Number:	2285867	INTEGRITI	
Registration Number:	2483097	LEVITATOR	
Registration Number:	3761569	MOBIUSPOWER	
Registration Number:	3982014	NURSEADVOCATE	
Registration Number:	3661430	SLIMLINE	
Registration Number:	3422029	STINGER	
Registration Number:	3658755	STINGER MEDICAL	
Registration Number:	4222811	SYDEKICK	
Registration Number:	4323812	CAST	

OP \$265.00 2956420

CORRESPONDENCE DATA**Fax Number:** 6172484000

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.

Email: tmadmin@choate.com**Correspondent Name:** Daniel L. Scales**Address Line 1:** Two International Place**Address Line 2:** Choate Hall & Stewart LLP**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010886-0000
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NAME OF SUBMITTER:	Daniel L. Scales
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SIGNATURE:	/daniel l. scales/
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DATE SIGNED:	09/23/2015
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Total Attachments: 4

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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE “*SUBORDINATION AGREEMENT*”) DATED AS OF SEPTEMBER 11, 2015, AMONG RIVERSIDE FUND V, L.P. AND RIVERSIDE OFFSHORE STINGER BLOCKER CORPORATION, AS SUBORDINATED LENDERS, FIFTH THIRD BANK, AS AGENT FOR THE SENIOR LENDERS REFERRED TO THEREIN, AND ENOVATE MEDICAL, LLC, F/K/A STINGER INDUSTRIES, LLC, ENOVATEIT, LLC, ENOVATE REAL ESTATE, LLC, AND ENOVATE MEDICAL HOLDINGS, LLC, F/K/A STINGER HOLDINGS, LLC, TO THE SENIOR INDEBTEDNESS DESCRIBED IN THE SUBORDINATION AGREEMENT, AND EACH PARTY OF THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of September 11, 2015 is executed and delivered by Enovate Medical, LLC, a Delaware limited liability company (“**Grantor**”), in favor of Riverside Fund V, L.P. and Riverside Offshore Stinger Blocker Corp. (together, the “**Lenders**”) for the benefit of the Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

RECITALS:

WHEREAS, Grantor has adopted, used and is using the Trademarks set forth on Annex 1 hereto (collectively, the “**Registered Trademarks**”);

WHEREAS, Grantor has executed and delivered in favor of the Lenders for the benefit of the Secured Parties that certain Guaranty, Pledge and Security Agreement dated as of September 11, 2015 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to the Lenders for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of all Grantor’s Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of all Grantor's Secured Obligations, Grantor hereby grants to the Lenders for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.

*Remainder of Page Intentionally Left Blank
- Signature Page(s) Follow -*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

ENOVATE MEDICAL, LLC, a Delaware limited
liability company

By Fred Parks

Name: Fred Parks

Title: EXCM (Executive Chairman and CEO)

[Signature Page to Trademark Security Agreement -- Enovate Medical, LLC]

TRADEMARK
REEL: 005629 FRAME: 0085

**ANNEX 1
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date
INTEGRITI	US	2956420	05/31/2005
INTEGRITI	US	2285867	10/12/1999
LEVITATOR	US	2483097	08/28/2001
MOBIUSPOWER	US	3761569	03/16/2010
NURSEADVOCATE	US	3982014	06/21/2011
SLIMLINE	US	3661430	07/28/2009
STINGER	US	3422029	05/06/2008
STINGER MEDICAL	US	3658755	07/21/2009
SYDEKICK	US	4222811	10/09/2012
CAST	US	4323812	04/23/2013

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
PULSE	86356701	8/4/2014	US
PROXIMITY PLATE	86477454	12/11/2014	US
EMPOWER	86139813	12/10/2013	US
EVO	86212262	3/5/2014	US