

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANCED ICU CARE, INC.		12/05/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CRG SERVICING LLC, as Administrative Agent		
Street Address:	1000 Main Street		
Internal Address:	Suite 2500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3260239	ADVANCED ICU CARE	
Registration Number:	3226139	ADVANCED ICU CARE	
Registration Number:	3165172	CONNECTING INTENSIVISTS TO PATIENTS	
Registration Number:	4159987	ADVANCED ICU CARE MEDICAL GROUP	
Registration Number:	4062728	ADVANCED ICU CARE MEDICAL GROUP	
Registration Number:	4358893	LEADERSHIP. EXPERTISE. RESULTS.	
Registration Number:	4411748	ICU PERFORMANCE SOLUTION	
Serial Number:	87138746	AICU	
Serial Number:	87203819	ADVANCEDICUCARE	
Serial Number:	87203816	ADVANCEDICUCARE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		

CH \$265.00 3260239

Address Line 4:	San Diego, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	321831-120 CRG AICU
NAME OF SUBMITTER:	Erin O'Brien
SIGNATURE:	/Erin O'Brien/
DATE SIGNED:	12/05/2016
Total Attachments: 5 source=AICU - signed Patent and Trademark Security Agreement#page1.tif source=AICU - signed Patent and Trademark Security Agreement#page2.tif source=AICU - signed Patent and Trademark Security Agreement#page3.tif source=AICU - signed Patent and Trademark Security Agreement#page4.tif source=AICU - signed Patent and Trademark Security Agreement#page5.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

WHEREAS, ADVANCED ICU CARE, INC., a Delaware corporation (“**Grantor**”), is party to that certain Security Agreement, dated as of December 5, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among Grantor, the other grantors party thereto from time to time and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the “**Administrative Agent**”), pursuant to which Grantor has granted in favor of Secured Parties a lien on all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on the **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under all of the following, as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement):

(i) all patents and patent applications, in each case whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith, excluding Excluded Assets; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application and Excluded Assets).

Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

ADVANCED ICU CARE, INC., as Grantor

By Andrea Clegg
Name: Andrea Clegg
Title: CFO
Date:

[Signature page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005934 FRAME: 0942

**Schedule A
to Patent and Trademark Security Agreement**

PATENTS AND PATENT APPLICATIONS

None.

**Schedule B
to Patent and Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Exp./ Renew Date
ADVANCED ICU CARE (and design)	78/765,380	12/2/2005	3,260,239	7/10/2007	7/10/2017
ADVANCED ICU CARE	78/765,389	12/2/2005	3,226,139	4/3/2007	4/3/2017
CONNECTING INTENSIVISTS TO PATIENTS	78/765,391	12/2/2005	3,165,172	10/31/2006	10/31/2016
ADVANCED ICU CARE MEDICAL GROUP (and design)	85/284,001	4/1/2011	4,159,987	6/19/2012	6/19/2022
ADVANCED ICU CARE MEDICAL GROUP (and design)	85/284,152	4/1/2011	4,062,728	11/29/2011	11/29/2021
LEADERSHIP. EXPERTISE. RESULTS.	85/563,966	3/8/2012	4,358,893	6/25/2013	6/25/2023
ICU PERFORMANCE SOLUTION	85/563,969	3/8/2012	4,411,748	10/1/2013	10/1/2023
AICU	87/138,746	8/15/2016	Pending	Pending	
ADVANCEDICUCARE (and design)	87/203,819	10/14/2016	Pending	Pending	
ADVANCEDICUCARE (and design)	87/203,816	10/14/2016	Pending	Pending	