

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM417741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIDI Legacy Products, Inc.		02/28/2017	Corporation: DELAWARE
TIDI Acute Care Products, Inc.		02/28/2017	Corporation: DELAWARE
TIDI Products, LLC		02/28/2017	Limited Liability Company: DELAWARE
TIDI CFI Products, LLC		02/28/2017	Limited Liability Company: MICHIGAN
TP Acquisition, LLC		02/28/2017	Limited Liability Company: DELAWARE
TIDI Holdings, LLC		02/28/2017	Limited Liability Company: DELAWARE
TIDI Securement Products, LLC		02/28/2017	Limited Liability Company: DELAWARE
TIDI Blocker, Inc.		02/28/2017	Corporation: DELAWARE
Avalon Papers, LLC		02/28/2017	Limited Liability Company: WISCONSIN
Posey Products, LLC		02/28/2017	Limited Liability Company: DELAWARE
Posey Mexico Holdings, LLC		02/28/2017	Limited Liability Company: DELAWARE
DG Posey Holdings LLC		02/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Healthcare Financial Solutions, LLC, as Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	3994704	C-ARMOR	

OP \$1240.00 3994704

Property Type	Number	Word Mark
Registration Number:	1680218	HUGGER
Registration Number:	4828029	STERILE-Z
Registration Number:	1909082	ACCOLADE
Registration Number:	4438178	CARE WITH CONFIDENCE
Registration Number:	4398974	DRI-PERF
Registration Number:	0874323	FABRICEL
Registration Number:	2284171	FOOD CARE
Registration Number:	4284826	KIDS KRITTERS
Registration Number:	4589535	
Registration Number:	1687078	OMNISORB
Registration Number:	4113770	P2
Registration Number:	3566116	RESPOSABLES
Registration Number:	4434799	RESPOSABLES
Registration Number:	3973172	T TIDI
Registration Number:	2199447	TIDI
Registration Number:	1778984	TIDI TOOTH
Registration Number:	2237442	VENTURE
Registration Number:	4585338	
Serial Number:	87234409	ZERO-GRAVITY
Registration Number:	4713525	TIDISHIELD
Registration Number:	3384149	GRIP-LOK
Serial Number:	86607915	
Registration Number:	4877145	SCANCOAT
Registration Number:	4953617	SKINSLEEVES
Serial Number:	72096732	POSEY POSEY
Serial Number:	73717674	POSEY
Registration Number:	2335542	KEEPSAFE
Registration Number:	2589326	HIPSTERS
Registration Number:	2817300	POSEY
Registration Number:	3643007	TWICE-AS-TOUGH
Registration Number:	3891230	PEEK-A-BOO
Registration Number:	3875355	POSEY
Registration Number:	4368787	FIRST IN PATIENT SAFETY
Registration Number:	3830334	PRO-HEELX
Registration Number:	4154490	SITTER ELITE
Serial Number:	85915312	SITTER PREMIER
Registration Number:	3998884	SITTER SELECT
Serial Number:	86328783	KEEPSAFE CADET

Property Type	Number	Word Mark
Serial Number:	86328785	KEEPSAFE SCOUT
Serial Number:	86328787	TLC
Serial Number:	86328789	TOTAL LOCATION COVERAGE
Registration Number:	4929319	SECURESLEEVE
Serial Number:	87252809	2810
Serial Number:	87252812	2811
Serial Number:	87252814	2813
Serial Number:	87252819	2814
Serial Number:	87252823	2816
Serial Number:	87252834	2819

CORRESPONDENCE DATA

Fax Number: 4044435697

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: 704-343-2354

Email: lallen@mcguirewoods.com

Correspondent Name: Amanda M. Colley, Esq.

Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree Street, N.E., Suite 2100

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 2060236-0111 TIDI

NAME OF SUBMITTER: Latosha E. Allen

SIGNATURE: /Latosha E. Allen/

DATE SIGNED: 02/28/2017

Total Attachments: 11

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Healthcare Financial Solutions, LLC (“HFS”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of February 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and HFS, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

TIDI LEGACY PRODUCTS, INC.

as Grantor

By: 

Name: R. Craig Collister

Title: Vice President

TIDI ACUTE CARE PRODUCTS, INC., as Grantor

By: 

Name: R. Craig Collister

Title: Vice President

TIDI PRODUCTS, LLC, as Grantor

By: _____

Name: James Rubright

Title: Vice President, Chief Financial Officer and Secretary

TIDI CFI PRODUCTS, LLC, as Grantor

By: _____

Name: James Rubright

Title: Vice President, Chief Financial Officer and Secretary

TP ACQUISITION, LLC, as Grantor

By: _____

Name: James Rubright

Title: Secretary

TIDI HOLDINGS, LLC, as Grantor

By: _____

Name: James Rubright

Title: Vice President

TIDI SECUREMENT PRODUCTS, LLC, as Grantor

By: _____

Name: James Rubright

Title: Vice President

TIDI PRODUCTS, LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, each 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.

Very truly yours,

TIDI LEGACY PRODUCTS, INC.,
as Grantor

By: _____
Name: R. Craig Collister
Title: Vice President

TIDI ACUTE CARE PRODUCTS, INC., as Grantor

By: _____
Name: R. Craig Collister
Title: Vice President

TIDI PRODUCTS, LLC, as Grantor

By: James Rubright
Name: James Rubright
Title: Vice President, Chief Financial Officer and Secretary

TIDI CFI PRODUCTS, LLC, as Grantor

By: James Rubright
Name: James Rubright
Title: Vice President, Chief Financial Officer and Secretary

TP ACQUISITION, LLC, as Grantor

By: James Rubright
Name: James Rubright
Title: Secretary

TIDI HOLDINGS, LLC, as Grantor

By: James Rubright
Name: James Rubright
Title: Vice President

TIDI SECUREMENT PRODUCTS, LLC, as Grantor

By: James Rubright
Name: James Rubright
Title: Vice President

TIDI PRODUCTS, LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005998 FRAME: 0956

TIDI BLOCKER, INC., as Grantor

By: 

Name: R. Craig Collister

Title: Vice President

AVALON PAPERS, LLC, as Grantor

By: _____

Name: Kevin McNamara

Title: President and Chief Executive Officer

POSEY PRODUCTS, LLC, as Grantor

By: _____

Name: James Rubright

Title: Vice President, Chief Financial Officer and
Secretary

POSEY MEXICO HOLDINGS, LLC, as Grantor

By: _____

Name: James Rubright

Title: Vice President, Chief Financial Officer and
Secretary

DG POSEY HOLDINGS LLC, as Grantor

By: _____

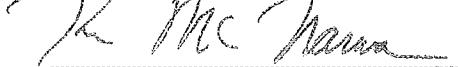
Name: James Rubright

Title: Vice President, Chief Financial Officer and
Secretary

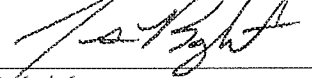
TIDI BLOCKER, INC., as Grantor

By: _____
Name: R. Craig Collister
Title: Vice President

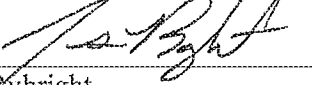
AVALON PAPERS, LLC, as Grantor

By: _____
Name: Kevin McNamara
Title: President and Chief Executive Officer

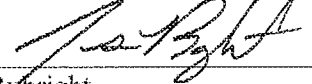
POSEY PRODUCTS, LLC, as Grantor

By: _____
Name: James Rubright
Title: Vice President, Chief Financial Officer and Secretary

POSEY MEXICO HOLDINGS, LLC, as Grantor

By: _____
Name: James Rubright
Title: Vice President, Chief Financial Officer and Secretary

DG POSEY HOLDINGS LLC, as Grantor

By: _____
Name: James Rubright
Title: Vice President, Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC
as Agent

By: 

Name: Jeffrey Schultz

Title: Duly Authorized Signatory

TIDI PRODUCTS, LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses

Owner	Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No./ Issue Date
TIDI CFI Products, LLC	US	C-ARMOR	77/941,305 2/22/2010	3,994,704 7/12/2011
TIDI CFI Products, LLC	US	HUGGER	74/084,791 8/1/1990	1,680,218 3/24/1992
TIDI CFI Products, LLC	US	STERILE-Z	86/269,216 5/1/2014	4,828,029 10/6/2015



Owner	Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No./ Issue Date
TIDI Products, LLC	US	ACCOLADE	74/422,877 8/10/1993	1,909,082 8/1/1995
TIDI Products, LLC	US	CARE WITH CONFIDENCE	85/090,868 7/22/2010	4,438,178 11/26/2013
TIDI Products, LLC	US	DRI-PERF	85/768,121 10/31/2012	4,398,974 9/10/2013
TIDI Products, LLC	US	FABRICEL	72/299,121 5/27/1968	874,323 8/5/1969
TIDI Products, LLC	US	FOOD CARE & Design	75/313,365 6/23/1997	2,284,171 10/5/1999
TIDI Products, LLC	US	KID KRITTERS	85/476,328 11/18/2011	4,284,826 2/5/2013
TIDI Products, LLC	US	Lens Logo	85/847,829 2/12/2013	4,589,535 8/19/2014
TIDI Products, LLC	US	OMNISORB	74/087,660 8/4/1990	1,687,078 5/12/1992
TIDI Products, LLC	US	P2	85/103,274 8/9/2010	4,113,770 3/20/2012
TIDI Products, LLC	US	RESPOSABLES	77/207,559 6/15/2007	3,566,116 1/20/2009
TIDI Products, LLC	US	RESPOSABLES	85/707,917 8/20/2012	4,434,799 11/19/2013
TIDI Products, LLC	US	T TIDI (Stylized)	85/090,874 7/22/2010	3,973,172 6/7/2011
TIDI Products, LLC	US	TIDI	75/269,006 4/3/1997	2,199,447 10/27/1998

TIDI Products, LLC	US	TIDI TOOTH	74/302,292 8/10/1992	1,778,984 6/29/1993
TIDI Products, LLC	US	VENTURE	75/260,377 3/19/1997	2,237,442 4/6/1999
TIDI Products, LLC	US	2-D Frame Logo	85/847,822 2/12/2013	4,585,338 8/12/2014
TIDI Products, LLC	US	ZERO-GRAVITY	87/234,409 11/11/2016	Pending
TIDI Products, LLC	US	TIDISHIELD	86/130,589 11/27/2013	4,713,525 3/31/2015
TIDI Products, LLC	WI	ASSEMBLE 'N GO	NA	Registered 2/18/2015
TIDI Products, LLC	WI	EYESPLASH ZERO	NA	Registered 10/1/2014
TIDI Products, LLC	WI	FLIP 'N GO	NA	Registered 2/18/2015
TIDI Products, LLC	WI	GRAB 'N GO	NA	Registered 2/18/2015
TIDI Products, LLC	WI	GUARDING AGAINST INFECTION	NA	Registered 7/30/2014
TIDI Products, LLC	WI	RESPOSABLES Product Design	NA	Registered 10/10/2012
TIDI Products, LLC	WI	RESPOSABLES Panel Logo	NA	Registered 10/10/2012
TIDI Products, LLC	WI	SURECLEAR WINDOW	NA	Registered 7/23/2014
TIDI Products, LLC	WI	SURECURE WINDOW	NA	Registered 7/23/2014
TIDI Products, LLC	WI	TIDI TOES	NA	Registered 2/18/2015
TIDI Products, LLC	WI	3 RESPONABLES Drawings	NA	Registered 10/31/2012
TIDI Products, LLC	WI	TIDI TOWER	NA	Registered 2/25/2015
TIDI Products, LLC	WI	SUPPORTING CAREGIVERS AND PREVENTING INFECTIONS	NA	Registered 6/25/2015
TIDI Products, LLC	WI	DURWAWICK	NA	Registered 6/15/2016
TIDI Products, LLC	WI	ZERO-GRAVITY	NA	Registered 8/17/2016

Owner	Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No./ Issue Date
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TIDI Securement Products, LLC	US	GRIP-LOK	77/089,737 1/24/2007	3,384,149 2/19/2008
TIDI Securement Products, LLC	US	DOG BONE Logo	86/607,915 4/23/2015	Pending
TIDI Securement Products, LLC	CA	DOG BONE Logo	1,751,166 10/20/2015	Pending

Owner	Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No./ Issue Date
TIDI CFI Products, LLC	US	SCANCOAT	86/607,826 4/23/2015	4,877,145 12/29/2015

Owner	Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No./ Issue Date
Posey Products, LLC	US	SKINSLEEVEES	85/206,911 28-DEC-2010	4953617 10-MAY-2016
Posey Products, LLC	US	POSEY  (WORD AND DESIGN)	72/096,732 09-MAY-1960	0719717 08-AUG-1961
Posey Products, LLC	US	POSEY  (WORD AND DESIGN)	73/717,674 21-MAR-1988	1518793 03-JAN-1989
Posey Products, LLC	US	KEEPSAFE	75/668,888 25-MAR-1999	2335542 28-MAR-2000
Posey Products, LLC	US	HIPSTERS	75/942,447 13-MAR-2000	2589326 02-JUL-2002
Posey Products, LLC	US	POSEY	78/214,203 12-FEB-2003	2817300 24-FEB-2004
Posey Products, LLC	US	TWICE-AS-TOUGH	77/619,648 21-NOV-2008	3643007 23-JUN-2009
Posey Products, LLC	US	PEEK-A-BOO	77/859,744 28-OCT-2009	3891230 14-DEC-2010
Posey Products, LLC	US	POSEY	77/658,402 28-JAN-2009	3875355 16-NOV-2010

Posey Products, LLC	US	FIRST IN PATIENT SAFETY	77/761,890 17-JUN-2009	4368787 16-JUL-2013
Posey Products, LLC	US	PRO-HEELX	77/761,878 17-JUN-2009	3830334 10-AUG-2010
Posey Products, LLC	US	SITTER ELITE	77/861,817 30-OCT-2009	4154490 05-JUN-2012
Posey Products, LLC	US	SITTER PREMIER	85/915,312 25-APR-2013	--
Posey Products, LLC	US	SITTER SELECT	77/861,842 30-OCT-2009	3998884 19-JUL-2011
Posey Products, LLC	US	KEEPSAFE CADET	86/328,783 03-JUL-2014	--
Posey Products, LLC	US	KEEPSAFE SCOUT	86/328,785 03-JUL-2014	--
Posey Products, LLC	US	TLC	86/328,787 03-JUL-2014	--
Posey Products, LLC	US	TOTAL LOCATION COVERAGE	86/328,789 03-JUL-2014	--
Posey Products, LLC	US	SECURESLEEVE	86/574,935 24-MAR-2015	4929319 29-MAR-2016
Posey Products, LLC	US	2810	87/252,809 30-NOV-2016	--
Posey Products, LLC	US	2811	87/252,812 30-NOV-2016	--
Posey Products, LLC	US	2813	87/252,814 30-NOV-2016	--
Posey Products, LLC	US	2814	87/252,819 30-NOV-2016	--
Posey Products, LLC	US	2816	87/252,823 30-NOV-2016	--
Posey Products, LLC	US	2819	87/252,834 30-NOV-2016	--