

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421416

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prime Merger Sub, LLC		03/24/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SILICON VALLEY BANK
<b>Street Address:</b>	275 GROVE STREET
<b>Internal Address:</b>	SUITE 2-200
<b>City:</b>	NEWTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02466
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4672985	AFFINITY
Serial Number:	86568630	ALLOFRESH
Serial Number:	86193080	BIOLATTICE
Registration Number:	3850898	NUCEL
Registration Number:	5133021	NUSHIELD
Registration Number:	3830069	NUTECH
Registration Number:	3830070	NUTECH MEDICAL
Registration Number:	4334979	NUTECH SOLUTIONS FOR LIFE
Registration Number:	4795558	RENU
Registration Number:	3944902	NUTECH BIOLOGICS

## CORRESPONDENCE DATA

Fax Number: 8004947512

*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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

OP \$265.00 4672985

**Address Line 2:** National Corporate Research, LTD  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F169248

**NAME OF SUBMITTER:** Laura A. Kenerson

**SIGNATURE:** /Laura A. Kenerson/

**DATE SIGNED:** 03/28/2017

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of March 24, 2017, is entered into by and among **PRIME MERGER SUB, LLC.**, a Delaware limited liability company (the "*Grantor*"), and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of March 21, 2017, as supplemented by that certain Joinder, Assumption and First Amendment to Credit Agreement, dated as of the date hereof (the "**Joinder and Assumption**") (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee, the Grantor and certain of the Grantor's affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of March 21, 2017, as amended by the Joinder and Assumption (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), by and among the Grantor and certain of the Grantor's affiliates party thereto from time to time, the Assignee, and certain lenders party thereto from time to time.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that

any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[signature pages follow]*

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

**ASSIGNEE:**

**SILICON VALLEY BANK**

By: \_\_\_\_\_

Name: Sam Subilia

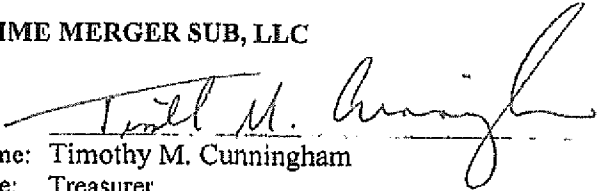
Title: Vice President

Signature Page Trademark Security Agreement

**TRADEMARK**  
**REEL: 006020 FRAME: 0944**

**GRANTOR:**

**PRIME MERGER SUB, LLC**

By:   
Name: Timothy M. Cunningham  
Title: Treasurer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006020 FRAME: 0945**

Schedule A to TRADEMARK SECURITY AGREEMENT

**Trademarks**

Mark	Jurisdiction	Applicant / Registrant	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
AFFINITY	US	Nutech Medical, Inc.	86/193,093	02/13/2014	4,672,985	01/13/2015	Registered
ALLOFRESH	US	Nutech Medical, Inc.	86/568,630	03/18/2015			Allowed – SOU \ Accepted
BIOLATTICE	US	Nutech Medical, Inc.	86/193,080	02/13/2014			Allowed
NUCEL	US	Nutech Medical, Inc.	77/658,698	01/28/2009	3,850,898	09/21/2010	Registered
NUSHIELD	US	Nutech Medical, Inc.	87/078,430	06/21/2016	5,133,021	01/31/2017	Registered
NUTECH	US	Nutech Medical, Inc.	77/614,657	11/14/2008	3,830,069	08/10/2010	Registered
NUTECH MEDICAL	US	Nutech Medical, Inc.	77/614,717	11/14/2008	3,830,070	08/10/2010	Registered
NUTECH SOLUTIONS FOR LIFE	US	Nutech Medical, Inc.	85/771,787	11/05/2012	4,334,979	05/14/2013	Registered
RENU	US	Nutech Medical, Inc.	85/730,983	09/17/2012	4,795,558	08/18/2015	Registered
NUTECH BIOLOGICS	US	Nutech Medical, Inc.	77/658,694	01/28/2009	3,944,902	04/12/2011	Registered