

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM427200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cranial Technologies, Inc.		05/11/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	300 South Wacker Drive		
Internal Address:	Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4988789	CRANIAL TECHNOLOGIES	
Registration Number:	5003408	CRANIAL TECHNOLOGIES	
Registration Number:	4988622	WE DON'T JUST RESHAPE HEADS. WE RESHAPE	
Registration Number:	4472414	DOC EXPERIENCE	
Registration Number:	3937117	SENTIENT3D	
Registration Number:	3831450	HELP SHAPE BABIES LIVES	
Registration Number:	3790249	DOC BAND BABIES	
Registration Number:	3912494	CRANIALTECH	
Registration Number:	3895678	CRANIAL TECHNOLOGIES	
Registration Number:	3895677	CRANIAL TECHNOLOGIES	
Registration Number:	3613713	DSI	
Registration Number:	3613714	DSI	
Registration Number:	3555602	DIGITAL SURFACE IMAGING	
Registration Number:	3555603	DIGITAL SURFACE IMAGING	
Registration Number:	3191612	DOC DYNAMIC ORTHOTIC CRANIOPLASTY	
Registration Number:	3191613	DOC DYNAMIC ORTHOTIC CRANIOPLASTY	
Registration Number:	3248265		
Registration Number:	3002956	RESHAPING CHILDREN'S LIVES	

CH \$515.00 4988789

Property Type	Number	Word Mark
Registration Number:	2153423	DOC
Registration Number:	2153422	DOC BAND

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 3125778518

Email: rebecca.dyson@kattenlaw.com

Correspondent Name: Rebecca Dyson C/O Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Rebecca Dyson
SIGNATURE:	/rebecca dyson/
DATE SIGNED:	05/11/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 11th day of May, 2017, by CRANIAL TECHNOLOGIES, INC. an Arizona corporation (“**Grantor**”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, as Borrower, the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Credit Agreement dated as of May 11, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of May 11, 2017 among Grantee, Grantor and the Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Representations and Warranties of the Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types

of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” Trademark application that constitutes Excluded Property for so long as such “intent-to-use” Trademark application constitutes Excluded Property.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CRANIAL TECHNOLOGIES, INC.,
an Arizona corporation

By: 

Name: Carol Erickson

Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By:

Name: Drew Guyette

Title: Chief Credit Officer

Schedule A

U.S. Trademark Registrations

	Mark	Serial No.	Filing Date	Registration No.	Registration Date
1.	CRANIAL TECHNOLOGIES	86858678	12/28/15	4988789	6/28/16
2.	CRANIAL TECHNOLOGIES	86858883	12/28/15	5003408	7/19/16
3.	WE DON'T JUST RESHAPE HEADS. WE RESHAPE LIVES.	86816693	11/11/15	4988622	6/28/16
4.	DOC EXPERIENCE	85841508	2/5/13	4472414	1/21/14
5.	SENTIENT3D	85054298	6/3/10	3937117	3/29/11
6.	HELP SHAPE BABIES LIVES	77906346	1/6/10	3831450	8/10/10
7.	DOC BAND BABIES	77871282	11/12/09	3790249	5/18/10
8.	CRANIALTECH	77838753	9/30/09	3912494	1/25/11
9.	CRANIAL TECHNOLOGIES	77838735	9/30/09	3895678	12/21/10
10.	CRANIAL TECHNOLOGIES	77838711	9/30/09	3895677	12/21/10
11.	DSI	77504950	6/22/08	3613713	4/28/09
12.	DSI	77504951	6/22/08	3613714	4/28/09
13.	DIGITAL SURFACE IMAGING	77504954	6/22/08	3555602	12/30/08
14.	DIGITAL SURFACE IMAGING	77504957	6/22/08	3555603	12/30/08
15.	DOC DYNAMIC ORTHOTIC CRANIOPLASTY	78663111	7/1/05	3191612	1/2/07
16.	DOC DYNAMIC ORTHOTIC CRANIOPLASTY	78663116	7/1/05	3191613	1/2/07
17.	<i>Design Only</i>	78534059	12/16/04	3248265	5/29/07
18.	RESHAPING CHILDREN'S LIVES	78432623	6/9/04	3002956	9/27/05
19.	DOC	75174156	9/30/96	2153423	4/28/98
20.	DOC BAND	75174153	9/30/96	2153422	4/28/98