

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM429824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keller Group, Incorporated		06/01/2017	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Administrative Agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5115330	ZNEXT	
Registration Number:	4778973	KELLER E.Z	
Registration Number:	3610178	THERMOFIT	
Registration Number:	3445893	KZ3	
Registration Number:	3445894	PINK450	
Registration Number:	3360231	SOFTITE	
Registration Number:	3506625	BOOMER BRIDGE	
Registration Number:	3320665	CLEAR450	
Registration Number:	3173577	HOTSHOK	
Registration Number:	3190045	SAVENEER	
Registration Number:	2242779	CRYSTAL CLEAR	
Registration Number:	2171958	MEDISOFT	
Registration Number:	1901659	C-LECT	
Registration Number:	1442966	KELLER	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		

CH \$365.00 5115330

Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 330 N. Wabash Avenue, Suite 2800
Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	058813-0005
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NAME OF SUBMITTER:	Zeynep Gieseke
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SIGNATURE:	/zg/
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DATE SIGNED:	06/02/2017
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2017, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of Capital One, National Association ("Capital One"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 1, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Guarantor Subsidiaries, the Lenders and the L/C Issuers from time to time party thereto, Capital One, as Administrative Agent for the Lenders and the L/C Issuers and Owl Rock Capital Corporation, as Arranger Agent, 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, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 1, 2017, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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 Administrative 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 Borrower thereunder, the Grantor hereby agrees with the Administrative 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions 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 Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. 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 6. 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, the 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.

KELLER GROUP, INCORPORATED

By: 

Name: David M. Nuti

Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first written above:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Kevin Blitz

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006075 FRAME: 0954

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Record Owner</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ZNEXT	U.S.	Registered	Keller Group Incorporated	86/649227	6/2/2015	5115330	1/3/2017
KELLER E.Z	U.S.	Registered	Keller Group Incorporated	86/399832	9/19/2014	4778973	7/21/2015
THERMOFIT	U.S.	Registered	Keller Group Incorporated	77/486262	5/29/2008	3610178	4/21/2009
KZ3	U.S.	Registered	Keller Group Incorporated	77/066561	12/18/2006	3445893	6/10/2008
PINK450	U.S.	Registered	Keller Group Incorporated	77/066566	12/18/2006	3445894	6/10/2008
SOFTITE	U.S.	Registered	Keller Group Incorporated	77/006934	9/25/2006	3360231	12/25/2007
BOOMER BRIDGE	U.S.	Registered	Keller Group Incorporated	78/918880	6/28/2006	3506625	9/23/2008
CLEAR450	U.S.	Registered	Keller Group Incorporated	78/756042	11/17/2005	3320665	10/23/2007
HOTSHOK	U.S.	Registered	Keller Group Incorporated	78688777	8/9/2005	3173577	11/21/2006
SAVENEER	U.S.	Registered	Keller Group Incorporated	78/592362	3/22/2005	3190045	12/26/2006
CRYSTAL CLEAR	U.S.	Registered	Keller Group Incorporated	75/453215	3/19/1998	2242779	5/4/1999
MEDISOFT	U.S.	Registered	Keller Group Incorporated	75/236295	2/4/1997	2171958	7/7/1998
C-LECT	U.S.	Registered	Keller Group Incorporated	74/536155	6/10/1994	1901659	6/27/1995
KELLER	U.S.	Registered	Keller Group Incorporated	73/572201	12/9/1985	1442966	6/16/1987

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES

1. Pursuant to the Restatement of Master License Agreement for NTI-Plus Network between NTI-TSS, Inc. ("NTI") and Keller Laboratories, Inc. dated April 1, 2008, the Grantor licenses the right to manufacture and market certain intraoral discluder devices covered by certain patents owned by NTI (the "NTI Patents") and under certain trademarks owned by NTI (the "NTI Trademarks"). The NTI Trademarks are as follows:

NTI Trademark

- The below logo, registered with the United States Patent and Trademark Office on December 23, 2008, registration no. 3549156:



2. License Agreement among Dr. Keith W. Thornton, Airway Management, Inc. and Keller Laboratories, Inc. (n/k/a Keller Group, Incorporated), dated August 14, 2008, pursuant to which the Grantor manufactures and sells TAP appliances for sleep apnea.