

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433428

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
9W HALO OPCO L.P.		06/30/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	MEDLINE INDUSTRIES, INC.
Street Address:	THREE LAKES DRIVE
City:	NORTHFIELD
State/Country:	ILLINOIS
Postal Code:	60093
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86819402	ANGELCLEAN
Serial Number:	86104593	ANGELGUARD
Serial Number:	78275495	ANGELICA
Serial Number:	78743476	ANGELICA
Serial Number:	77606146	ANGELICA
Serial Number:	74452879	ANGELICA
Serial Number:	76144768	ANGELLINK
Serial Number:	87055319	ANGELSLIDER
Serial Number:	85835464	ANGELTOUCH
Serial Number:	86214160	ANGELTRAK
Serial Number:	86190538	IMPROVING THE FABRIC OF HEALTHCARE

CORRESPONDENCE DATA

Fax Number:

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.

Email: mcastle@paulweiss.com,dewilliams@paulweiss.com,aspoto@paulweiss.com

Correspondent Name: Matthew Castle

Address Line 1: 1285 Avenue of the Americas

TRADEMARK

Address Line 4:	New York, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	18950-004
NAME OF SUBMITTER:	Matthew Castle
SIGNATURE:	/Matthew Castle/
DATE SIGNED:	06/30/2017
Total Attachments: 4 source=Medline - Trademark Security Agreement (Executed Version)#page1.tif source=Medline - Trademark Security Agreement (Executed Version)#page2.tif source=Medline - Trademark Security Agreement (Executed Version)#page3.tif source=Medline - Trademark Security Agreement (Executed Version)#page4.tif	

This instrument and the rights and obligations evidenced hereby and any security interests or other liens securing such obligations are subordinate in the manner and to the extent set forth in the BMO Subordination Agreement (as defined in the Security Agreement referred to below), to the indebtedness owed by the Makers (as defined herein), and the security interests and liens securing such indebtedness, pursuant to that certain Credit Agreement (as defined in the Security Agreement referred to below) and to indebtedness refinancing the indebtedness under that agreement as contemplated by the BMO Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the BMO Subordination Agreement.

GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of June 30 2017, by 9W HALO OPCO L.P. (“**Grantor**”), in favor of MEDLINE INDUSTRIES, INC. (“**Grantee**”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement (Second Lien), dated June 30, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Signature page to follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

9W HALO OPCO L.P.

By: 9W HALO GP LLC, as General Partner

By: 
Name: Jeffrey Van Horn
Title: Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademark	Country	Status	Application Number	Registration Number	Registration Date	Owner
ANGELCLEAN	United States	Registered	86/819,402	5,071,520	11/1/2016	Angelica Corporation
ANGELGUARD	United States	Registered	86/104,593	4,993,775	7/5/2016	Angelica Corporation
ANGELICA	United States	Registered	78/275,495	2,851,045	6/8/2004	Angelica Corporation
ANGELICA	United States	Registered	78/743,476	3,548,244	12/16/2008	Angelica Corporation
ANGELICA	United States	Registered	77/606,146	3,717,633	12/1/2009	Angelica Corporation
ANGELICA	United States	Registered	74/452,879	1,930,566	10/31/1995	Angelica Corporation
ANGELLINK	United States	Registered	76/144,768	2,719,755	5/27/2003	Angelica Corporation
ANGELSLIDER	United States	Allowed	87/055,319			Angelica Corporation
ANGELTOUCH	United States		85/835,464	4,518,933	4/22/2014	Angelica Corporation
ANGELTRAK	United States	Registered	86/214,160	4,842,052	10/27/2015	Angelica Corporation
IMPROVING THE FABRIC OF HEALTHCARE	United States	Registered	86/190,538	4,732,806	5/5/2015	Angelica Corporation