

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enovate Medical, LLC		07/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87331391	ENCORE BY ENOVATE	
Serial Number:	87331289	ENCORE	
Serial Number:	85063900	CART CARE	
Serial Number:	77747362	ENOVATE	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Nancy A. Zarazua		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Nancy A. Zarazua		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	07/10/2017		
Total Attachments: 5			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Enovate Medical, LLC

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other Limited Liability Company _____

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 7, 2017

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fifth Third Bank, as Agent

Street Address: 38 Fountain Square Plaza

City: Cincinnati

State: Ohio

Country: USA Zip: 45263

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Ohio
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Annex 1

B. Trademark Registration No.(s)

See Annex 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: _____

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Nancy A. Zarazua, for Chapman and Cutler LLP

Signature

Nancy A. Zarazua, Paralegal

Name of Person Signing

July 10, 2017

Date

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 7, 2017 is executed and delivered by Enovate Medical, LLC a Delaware limited liability company ("Grantor"), in favor of FIFTH THIRD BANK, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent") for Secured Parties under the Amended and Restated Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Amended and Restated Guaranty, Pledge and Security Agreement.

RECITALS:

WHEREAS, Grantor has adopted, used and is using the Trademarks set forth on Annex 1 hereto (collectively, the "Registered Trademarks");

WHEREAS, Grantor has executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties that certain Amended and Restated Guaranty, Pledge and Security Agreement dated as of July 9, 2013 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Guaranty, Pledge and Security Agreement"); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of all Grantor's Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of all Grantor's Secured Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.

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- Signature Page(s) Follow -

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

ENOVATE MEDICAL, LLC, a Delaware
limited liability company

By: 

Name: Robert Brohnd

Title: Chief Executive Officer

ANNEX 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Word Mark	Serial No.	Filing Date	Registration No.	Registration Date
ENCORE BY ENOVATE	87331391	10-Feb-17	N/A	N/A
ENCORE	87331289	10-Feb-17	N/A	N/A
CART CARE	85063900	16-Jun-10	3987365	28-Jun-11
ENOVATE	77747362	29-May-09	3846205	7-Sep-10