

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enovate Medical, LLC		07/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Riverside Fund V, L.P.		
Street Address:	One Exeter Plaza, 699 Boylston Street		
Internal Address:	c/o Riverside Partners, LLC		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Partnership: DELAWARE		
Name:	Riverside Offshore Stinger Blocker Corp.		
Street Address:	One Exeter Plaza, 699 Boylston Street		
Internal Address:	c/o Riverside Partners, LLC		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3987365	CART CARE	
Registration Number:	3846205	ENOVATE	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		

OP \$65.00 3987365

ATTORNEY DOCKET NUMBER:	2010886-0000
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel l. scales/
DATE SIGNED:	07/17/2017
Total Attachments: 4 source=Enovate-Riverside - July 2017 Trademark Security Agreement#page1.tif source=Enovate-Riverside - July 2017 Trademark Security Agreement#page2.tif source=Enovate-Riverside - July 2017 Trademark Security Agreement#page3.tif source=Enovate-Riverside - July 2017 Trademark Security Agreement#page4.tif	

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN AMENDED AND RESTATED SUBORDINATION AND INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE "SUBORDINATION AGREEMENT") DATED AS OF JUNE 30, 2017, AMONG RIVERSIDE FUND V, L.P. AND RIVERSIDE OFFSHORE STINGER BLOCKER CORPORATION, AS SUBORDINATED LENDERS, FIFTH THIRD BANK, AS AGENT FOR THE SENIOR LENDERS REFERRED TO THEREIN, AND ENOVATE MEDICAL, LLC, F/K/A STINGER INDUSTRIES, LLC, ENOVATEIT, LLC, ENOVATE REAL ESTATE, LLC, AND ENOVATE MEDICAL HOLDINGS, LLC, F/K/A STINGER HOLDINGS, LLC, TO THE SENIOR INDEBTEDNESS DESCRIBED IN THE SUBORDINATION AGREEMENT, AND EACH PARTY OF THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

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 Riverside Fund V, L.P. and Riverside Offshore Stinger Blocker Corp. (together, the "Lenders") for the benefit of the Secured Parties under the 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 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 the Lenders for the benefit of the Secured Parties that certain Guaranty, Pledge and Security Agreement dated as of September 11, 2015 (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 the Lenders 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 the Lenders 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.

*Remainder of Page Intentionally Left Blank
- 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 Brolund

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