

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPSA SOLUTIONS LLC		09/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, AS AGENT		
Street Address:	7255 Woodmont Avenue, Suite 200		
Internal Address:	# MidCap Financial Services, LLC, as servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3016873	AVALO	
Registration Number:	1330748	ARTROMICK	
Registration Number:	1235267	ARTROMICK	
Registration Number:	1618757	ARTROPAK	
Registration Number:	1826378	SLIDEPAK 7	
Registration Number:	2747403	ERGO-SMART	
Registration Number:	4026515	CAPSASOLUTIONS	
Registration Number:	4026516	C	
Registration Number:	3215682	KIRBY LESTER	
Serial Number:	87350494	CAPSA HEALTHCARE	
Serial Number:	87350493	CAPSA HEALTHCARE	
Serial Number:	87350499	CAPSA HEALTHCARE CCCCCC	
Serial Number:	87350497	FIRST DOSE	
Registration Number:	4654968	FILLSAFE	
Registration Number:	3213325	KL	
Registration Number:	3215683	KIRBYLESTER	
Registration Number:	3244434	KIRBYLESTER EXACTLY.	
Serial Number:	87523189	C	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87523192	CAPSA
Serial Number:	87541460	NEXSYSADC

CORRESPONDENCE DATA

Fax Number: 6175269899
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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	51375 / 032
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	09/11/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2017 (the "Agreement"), is made by CAPSA SOLUTIONS LLC, a Delaware limited liability company (the "Grantor"), in favor of MIDCAP FINANCIAL TRUST, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Creditors (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 8, 2017 (as the same may be amended, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the Guarantors from time to time party thereto, the Agent, the L/C Issuer and the Lenders from time to time party thereto, the Lenders 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 that certain Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement and/or the Credit 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 Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Creditors, and grants to Agent for the benefit of the Secured Creditors 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"):

1. all of its Trademarks (other than any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. 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.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, 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. Termination. This Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment in full in cash and performance of the Obligations (other than any outstanding contingent indemnification obligations as to which no claim has been asserted) and cash collateralization of Letters of Credit in accordance with the terms set forth in the Security Agreement and the Credit Agreement. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This 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 7. Governing Law. This 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, 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.

GRANTOR:

CAPSA SOLUTIONS LLC,
a Delaware limited liability company

By: 
Name: Drew Kniese
Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]


TRADEMARK
REEL: 006151 FRAME: 0069

ACCEPTED AND ACKNOWLEDGED BY:

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations¹

Status	Country	Application Number	Application Date	Registration Number	Registration Date	MarkName
Registered	United States	76/583,837	03/26/2004	3,016,873	11/22/2005	AVALO
Registered	United States	73/393,230	09/29/1982	1,330,748	04/16/1985	ARTROMICK (AND DESIGN)
Registered	United States	73/378,110	08/04/1982	1,235,267	04/19/1983	ARTROMICK (AND DESIGN)
Registered	United States	74/017,496	01/09/1990	1,618,757	10/23/1990	ARTROPAK
Registered	United States	74/378,654	04/14/1993	1,826,378	03/15/1994	SLIDEPAK 7
Registered	United States	78/170,265	10/02/2002	2,747,403	08/05/2003	ERGO-SMART
Registered	United States	77/655,721	01/23/2009	4,026,515	09/13/2011	CAPSASOLUTIONS
Registered	United States	77/655,722	01/23/2009	4,026,516	09/13/2011	C Design
Registered	United States	78/879,940	05/09/2006	3,215,682	03/06/2007	KIRBY LESTER
Filed	United States	87/350,494	02/27/2017			CAPSA HEALTHCARE
Filed	United States	87/350,493	02/27/2017			CAPSA HEALTHCARE (and design)
Filed	United States	87/350,499	02/27/2017			CAPSA HEALTHCARE (and design)
Filed	United States	87/350,497	02/27/2017			FIRST DOSE

¹ Each trademark registration and application below owned by Capsa Solutions LLC (unless otherwise indicated).

Status	Country	Application Number	Application Date	Registration Number	Registration Date	MarkName
	States					
Registered	United States	85/908,293	04/18/2013	4,654,968	12/16/2014	FILLSAFE
Registered	United States	78/879,928	05/09/2006	3,213,325	02/27/2007	KL
Registered	United States	78/879,946	05/09/2006	3,215,683	03/06/2007	KIRBYLESTER
Registered	United States	78/882,789	05/12/2006	3,244,434	05/22/2007	KIRBYLESTER EXACTLY. (and design)
Pending Intent-to-Use	United States	87/523,189	07/11/2017			C Design
Pending Intent-to-Use	United States	87/523,192	07/11/2017			CAPSA
Pending Intent-to-Use	United States	87/541,460	07/25/2017			NEXSYSADC
Registered	U.S State Reg- LA			685205	05/16/2017	CAPSA HEALTHCARE