

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Z-Medica, LLC		09/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	300 South Wacker Drive, Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4169959	NOVACOL	
Registration Number:	4072112	TRAUMAPAD	
Registration Number:	3930813	Z-MEDICA	
Registration Number:	3799427	COMBAT GAUZE	
Registration Number:	3703016	QUIKCLOT EMERGENCY DRESSING	
Registration Number:	3750291	QUIKCLOT COMBAT GAUZE	
Registration Number:	3406190	QUIKCLOT SPORT	
Registration Number:	3406191	QUIKCLOT SPORT SILVER	
Registration Number:	3545294	QUIKCLOT 1ST RESPONSE	
Registration Number:	3196116	Z-MEDICA	
Registration Number:	3134377	QUIKCLOT ACS	
Registration Number:	3432613	VETCLOT	
Registration Number:	2971491	IT'S ALL ABOUT SAVING LIVES	
Registration Number:	2798757	QUIKCLOT	
Serial Number:	87497872	TRAUMAPAD	
Serial Number:	87366569	QUIKCLOT	
Serial Number:	87366551	QUIKCLOT	
Registration Number:	5129117	POWER TO STOP BLEEDING	
Registration Number:	4930601	QUIKCLOT	
TRADEMARK			

CH \$615.00 4169959

Property Type	Number	Word Mark
Registration Number:	5083868	BLEEDING CONTROL KIT
Registration Number:	4930603	INTERVENTIONAL
Registration Number:	5038122	BLEEDING CONTROL BAG
Registration Number:	5116842	BELT TRAUMA KIT
Registration Number:	4930602	RADIAL

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	386565-66
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	09/29/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 29th day of September, 2017 by Z-MEDICA, LLC, a Delaware limited liability company (“**Grantor**”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, as a Borrower, the other loan parties party thereto, the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Credit Agreement dated the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated the date hereof among Grantee, Grantor, and the other loan parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by joinder, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in

Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (i.) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii.) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Termination. This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Obligations (as defined in the Credit Agreement). Upon the termination of this Agreement, Grantee shall, at Grantor's sole cost and expense, execute all customary documents, make all filings, and take all other actions reasonably requested by Grantor, all in form reasonably satisfactory to Grantee, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein, all without representation or warranty.

5. 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 document.

6. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

Z-MEDICA, LLC, a Delaware limited liability company

By:

Name: Stephen Fanning

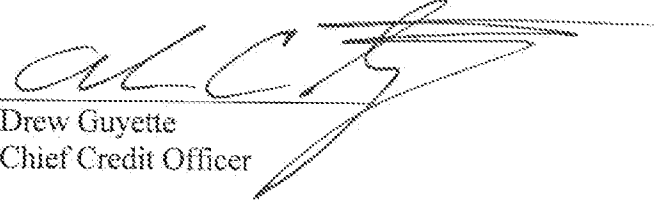
Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 006165 FRAME: 0005

Agreed and Accepted
As of the Date First Written Above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

Schedule A

Trademark Registrations and Applications

Trademark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
NOVACOL	85146432	10/6/10	4169959	7/10/12	Registered
TRAUMAPAD	85065242	6/17/10	4072112	12/13/11	Registered
Z-MEDICA	85061909	6/14/10	3930813	3/15/11	Registered
COMBAT GAUZE	77856046	10/23/09	3799427	6/8/10	Registered
QUICKLOT NOSEBLEED	77570786	9/16/08	3745266	2/2/10	Cancelled
QUICKLOT EMERGENCY DRESSING	77540407	8/6/08	3703016	10/27/09	Registered
QUIKLOT EHS	77366214	1/8/08	3544813	12/9/08	Cancelled
PETCLOT	77355535	12/19/07	3683827	9/15/09	Cancelled
QUIKLOT COMBAT GAUZE	77335043	11/21/07	3750291	2/16/10	Registered
VETCLOT OC	77124389	3/7/07	3351193	12/11/07	Cancelled
QUIKLOT SPORT	77091287	1/25/07	3406190	4/1/08	Registered
QUIKLOT SPORT SILVER	77091291	1/25/07	3406191	4/1/08	Registered
QUIKLOT 1 ST RESPONSE	78874255	5/2/06	3545294	12/9/08	Registered
THE GREATEST PRIVILEGE IS TO MAKE A DIFFERENCE	78725092	10/3/05	3148358	9/26/06	Cancelled
Z-MEDICA	78699363	8/24/05	3196116	1/9/07	Renewed (Registered)
TRAUMAPAK	78647885	6/10/05	3281076	8/14/07	Cancelled
QUIKLOTS ACS	78619639	4/29/05	3134377	8/22/06	Renewed (Registered)
VETCLOT	78492809	10/1/04	3432613	5/20/08	Registered
IT'S ALL ABOUT SAVING LIVES	76435669	7/30/02	2971491	7/19/05	Registered
QUIKLOT	76388756	3/27/02	2798757	12/23/03	(Renewed) Registered
ZEOSTAT	76388757	3/27/02	N/A	N/A	Abandoned
TRAUMAPAD	87497872	6/20/17	N/A	N/A	Pending
QUIKLOT	87366569	3/10/17	N/A	N/A	Published (Pending)
QUIKLOT	87366551	3/10/17	N/A	N/A	Published (Pending)
BLEEDING CONTROL DRESSING	87200157	10/11/16	N/A	N/A	Pending (Intent to Use)

Trademark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
AT ITS BEST WHEN BLEEDING IS AT ITS WORST	87135819	8/11/16	N/A	N/A	Published (Pending) – Intent to Use
POWER TO STOP BLEEDING	87092874	7/5/16	5129117	1/24/17	Registered
BLEEDSTOPER	87069772	6/13/16	N/A	N/A	Pending (Intent to Use)
QUIKCLOT CONTROL+	86913152	2/19/16	N/A	N/A	Published (Pending) – Intent to Use
QUIKCLOT	86550844	3/2/15	4930601	4/5/16	Registered
BLEEDING CONTROL KIT	86550873	3/2/15	5083868	11/15/16	Registered
INTERVENTIONAL	86550860	3/2/15	4930603	4/5/16	Registered
BLEEDING CONTROL BAG	86550866	3/2/15	5038122	9/6/16	Registered
BETL TRAUMA KIT	86550878	3/2/15	5116842	1/10/17	Registered
RADIAL	86550854	3/2/15	4930602	4/5/16	Registered