

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seisa Medical, Inc.		01/18/2018	Corporation: DELAWARE
GenMed, LLC		01/18/2018	Limited Liability Company: DELAWARE
MSP of Nevada, LLC		01/18/2018	Limited Liability Company: NEVADA
MSP of US, LLC		01/18/2018	Limited Liability Company: NEVADA
S Data Solutions, LLC		01/18/2018	Limited Liability Company: NEVADA
SEISA LOGISTICS, LLC		01/18/2018	Limited Liability Company: TEXAS
Seisa Medical Holdings, Inc.		01/18/2018	Corporation: DELAWARE
Seisa Medical Sales, LLC		01/18/2018	Limited Liability Company: TEXAS
Texas Medical Technologies, Inc.		01/18/2018	Corporation: TEXAS
TXM Holding, LLC		01/18/2018	Limited Liability Company: NEW MEXICO
TXM Sales, LLC		01/18/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Sagard Holdings Manager LP		
Street Address:	161 Bay Street, Suite 5000		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2S1		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86759115	SEISA	
Serial Number:	86759125	SEISA	
Serial Number:	86759145	SEISA GROUP	

OP \$290.00 86759115

Property Type	Number	Word Mark
Serial Number:	86759170	SEISA PLASTICS
Serial Number:	86759149	SEISA MEDICAL
Serial Number:	86759183	SEISA SHAFTS
Serial Number:	86759182	SEISA DEVELOPMENT
Serial Number:	86759179	SEISA R&D
Serial Number:	86759174	SEISA EXTRUSIONS
Serial Number:	87127483	VERSIBLE CONNECT
Serial Number:	87137125	VERSIBLE CONNECT

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.

Phone: 212-655-3372

Email: dmangan@chapman.com

Correspondent Name: Chapman and Cutler LLP

Address Line 1: 1270 Avenue of the Americas, 30th Floor

Address Line 2: Deirdre Mangan

Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER:	Deirdre Mangan
SIGNATURE:	/Deirdre Mangan/
DATE SIGNED:	01/22/2018

Total Attachments: 11

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- source=Addendum to Trademarks Cover Sheet#page1.tif
- source=Addendum to Trademarks Cover Sheet#page2.tif
- source=IP Security Agreement#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated January 18, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of SAGARD HOLDINGS MANAGER LP (“Sagard”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SEISA MEDICAL, INC., a Delaware corporation (the “Borrower”), Sagard, as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto, have entered into that certain Senior Secured Credit Agreement dated as of January 18, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

(iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Notwithstanding the foregoing, “Collateral” shall not include any Excluded Property; *provided* that if and when any property shall cease to be Excluded Property, such property shall be deemed at all times from and after the date thereof to constitute Collateral (unless and to the extent such property thereafter constitutes Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under the Guaranty, as applicable.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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 of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

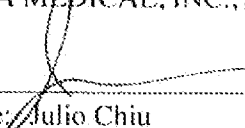
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

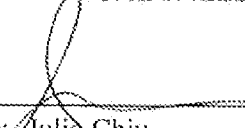
SEISA MEDICAL, INC., as a Grantor

By: 
Name: Julio Chiu
Title: President, Chief Executive Officer,
Secretary and Treasurer

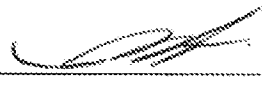
SEISA MEDICAL HOLDINGS, INC., as a Grantor

By: 
Name: Julio Chiu
Title: President, Chief Executive Officer,
Secretary and Treasurer

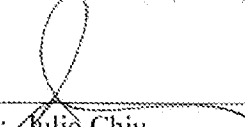
SEISA MEDICAL SALES, LLC, as a Grantor

By: 
Name: Julio Chiu
Title: President, Secretary and Treasurer

TXM HOLDING, LLC, as a Grantor

By: 
Name: Rita Martinez
Title: Manager

SEISA LOGISTICS, LLC, as a Grantor

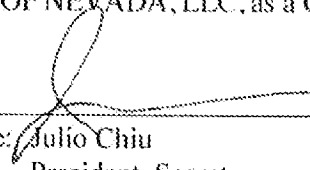
By: 
Name: Julio Chiu
Title: President, Secretary and Treasurer

SIGNATURE PAGE

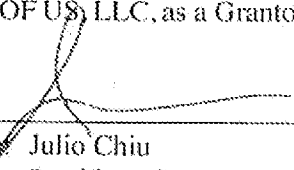
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 006255 FRAME: 0246

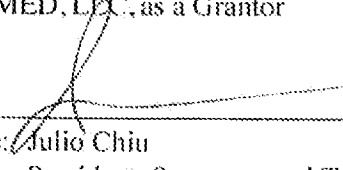
MSP OF NEVADA, LLC, as a Grantor

By: 
Name: Julio Chiu
Title: President, Secretary and Treasurer

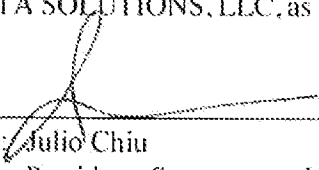
MSP OF US, LLC, as a Grantor

By: 
Name: Julio Chiu
Title: President, Secretary and Treasurer

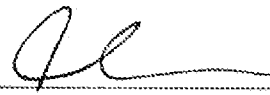
GENMED, LLC, as a Grantor

By: 
Name: Julio Chiu
Title: President, Secretary and Treasurer


S DATA SOLUTIONS, LLC, as a Grantor

By: 
Name: Julio Chiu
Title: President, Secretary and Treasurer

TEXAS MEDICAL TECHNOLOGIES, INC., as a
Grantor

By: 
Name: Aaron Paul Chiu
Title: President, Secretary and Treasurer

TXM SALES, LLC, as a Grantor

By: 
Name: Rita Martinez
Title: Manager

SIGNATURE PAGE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 006255 FRAME: 0247

Schedule A

PATENTS

Patents

None.

Patent Applications

None.

Schedule B

TRADEMARKS

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u> ¹
Seisa Medical Inc.	seisa	86759115	05/01/2023
Seisa Medical Inc.	seisa	86759125	07/03/2023
Seisa Medical Inc.	seisa group	86759145	04/25/2023
Seisa Medical Inc.	seisa plastics	86759170	03/06/2023
Seisa Medical Inc.	seisa medical	86759149	04/25/2023
Seisa Medical Inc.	seisa shafts	86759183	NOT REGISTERED
Seisa Medical Inc.	seisa development	86759182	NOT REGISTERED
Seisa Medical Inc.	seisa r&d	86759179	NOT REGISTERED
Seisa Medical Inc.	seisa extrusions	86759174	NOT REGISTERED
S Data Solutions, LLC	Versible Connect	87127483	01/04/2024
S Data Solutions, LLC	Versible Connect	87137125	01/04/2024

Trademark Applications

None.

¹ Intents to use have been filed and are on their second extension for the “not registered” marks.

Schedule C

COPYRIGHTS

Copyrights

None

Copyright Applications

None.

Schedule C-1

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