

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Action Fabricators, Inc.		02/26/2018	Corporation: MICHIGAN
CSI Medical, Inc.		02/26/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4242318	LAMININ	
Registration Number:	4057314	LAMININ	
Registration Number:	4242334	LAMININ MEDICAL PRODUCTS	
Registration Number:	4057315	LAMININ MEDICAL PRODUCTS	
Registration Number:	2697559	C	
Registration Number:	3199153	STAYFLEX	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	DUSAN CLARK, ESQ.		
Address Line 1:	SIDLEY AUSTIN LLP		
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	65241-30330		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		

CH \$165.00 4242318

DATE SIGNED:	03/02/2018
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Total Attachments: 9

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 26, 2018, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Action Fabricators, Inc., a Michigan corporation and CSI Medical, Inc. a Delaware corporation (each, a “Grantor”) in favor of Antares Capital LP, as administrative agent and as collateral agent (together with its successors in such capacities, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of May 16, 2017 (as supplemented by that certain Second Lien Security Agreement Joinder dated as of the date hereof by and among each Grantor and the Agent and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (for this purpose only, as defined therein) party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to LTI Holdings, Inc., a Delaware corporation (the “Borrower”), subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of May 16, 2017 (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of May 18, 2017, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among GSR Intermediate Holdco, Inc., a Delaware corporation, the Borrower, the Lenders (as defined therein) from time to time party thereto and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (collectively, the “IP Collateral”; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Asset):

- A. all Trademark registrations and applications for Trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto, including all goodwill associated with or symbolized by the Trademarks;
- B. all issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyright registrations and pending applications for Copyright registration in the United States Copyright Office listed on Schedule III;
- D. the right to sue third parties for past, present and future infringements or dilutions of any IP Collateral; and
- E. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, to the extent the same no longer constitute Excluded Assets and would otherwise constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 5. *Termination or Release.* (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. *Counterparts.* This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS

GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND EACH APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (OR ANY APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (OR SUCH ACCEPTABLE INTERCREDITOR AGREEMENT, AS APPLICABLE) SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ACTION FABRICATORS, INC.,
as a Grantor

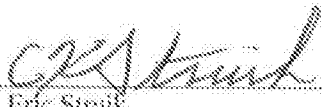
By: 
Name: Eric Struik
Title: Chief Financial Officer, Senior Vice
President, Secretary and Treasurer

Signature Page to Second Lien Intellectual Property Security Agreement

TRADEMARK
REEL: 006293 FRAME: 0843

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CSI MEDICAL, INC.,
as a Grantor

By: 
Name: Eric Straik
Title: Chief Financial Officer, Senior Vice
President and Secretary

Signature Page to First Lien Intellectual Property Security Agreement

TRADEMARK
REEL: 006293 FRAME: 0844

ACCEPTED AND AGREED
as of the date first above written:



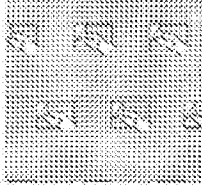
ANTARES CAPITAL LP,
as Agent

By: 

Name: Kyle Wilson
Title: Duly Authorized Signatory

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
1.	LAMININ	77840905	10/04/2009	4,242,318	11/13/2012	Action Fabricators, Inc.
2.	LAMININ	85109563	08/17/2010	4,057,314	11/15/2011	Action Fabricators, Inc.
3.	LAMININ MEDICAL PRODUCTS and design: 	77897896	12/21/2009	4,242,334	11/13/2012	Action Fabricators, Inc.
4.	LAMININ MEDICAL PRODUCTS and design: 	85109567	08/17/2010	4,057,315	11/15/2011	Action Fabricators, Inc.
5.	C and design: 	76386608	03/25/2002	2,697,559	3/18/2003	CSI Medical, Inc.
6.	STAYFLEX	76464003	11/04/2002	3,199,153	1/16/2007	CSI Medical, Inc.

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

	Title	Application Number	Application Date	Patent (Publication) Number	Patent (Publication) Date	Record Owner
1.	Transparent Film Dressing and a Method for Applying and Making the Same	09/892057	06/26/2001	6,706,940	3/16/2004	CSI Medical, Inc.
2.	Transparent Film Dressing and a Method for Applying and Making the Same	10/654453	09/03/2003	6,797,855	9/28/2004	CSI Medical, Inc.
3.	Dressing and a Method for Applying the Same	10/834704	04/29/2004	6,998,511	2/14/2006	CSI Medical Inc.
4.	Dressing and a Method for Making and Applying a Dressing	10/278672	10/22/2002	7,119,247	10/10/2006	CSI Medical, Inc.
5.	Self Adhering Suction Port Pad Securement Device for Use with a Negative Pressure Wound Healing Drape or Dressing	14/977182	12/21/2015	(US 2016-0206792 A1)	(7/21/2016)	CSI Medical, Inc.

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATION

None.

Schedule III

229422093V.3

RECORDED: 03/02/2018

**TRADEMARK
REEL: 006293 FRAME: 0848**