

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470316

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bird Products Corporation		04/16/2018	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	One Independence Center
<b>Internal Address:</b>	101 N Tryon St., MC: NC1-001-05-45
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1948875	AVIAN
Registration Number:	1430128	BEAR
Registration Number:	1066146	BEAR
Registration Number:	2049585	BEAR CUB
Registration Number:	809960	BIRD
Registration Number:	706080	BIRD
Registration Number:	1582200	BIRD
Registration Number:	1592881	BIRD
Registration Number:	1832062	BIRD SENTRY
Registration Number:	833751	MARK
Registration Number:	811085	MARK 7
Registration Number:	2009059	TBIRD
Registration Number:	1684135	V.I.P. BIRD
Registration Number:	1692749	V.I.P. BIRD
Registration Number:	2828533	VSYNC

## CORRESPONDENCE DATA

**Fax Number:** 2024083141

**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:** 2024083141

**Email:** jean.paterson@cscglobal.com

**Correspondent Name:** CSC

**Address Line 1:** 1090 Vermont Avenue, NW

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	169813-65 (13)
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<b>NAME OF SUBMITTER:</b>	Jean Paterson
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<b>SIGNATURE:</b>	/jep/
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<b>DATE SIGNED:</b>	04/18/2018
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**Total Attachments: 5**

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## SHORT FORM

## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Short Form IP Security Agreement”) dated April 16, 2018, is made by Bird Products Corporation, a California corporation (the “Grantor”) in favor of Bank of America, N.A., as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Vyair Company, Vyair Medical, Inc. (the “U.S. Borrower”), Vyair Finance B.V. (the “Dutch Borrower”, collectively with the U.S. Borrower, the “Borrowers”), Bank of America, N.A. as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender (the “Administrative Agent”) and each lender from time to time party thereto (collectively, the “Lenders” and, individually, a “Lender”) have entered into the first lien Credit Agreement dated April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed to extend credit to the Borrowers, the Hedge Banks have agreed to enter into the Secured Hedge Agreements and the Cash Management Banks have agreed to enter into the Cash Management Agreements, in each subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to extend credit, of the Hedge Banks to enter into the Secured Hedge Agreements and of the Cash Management Banks to enter into the Cash Management Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. The 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”): the United States registered Trademarks (as defined in the Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule A hereto.

SECTION 2. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 3. Execution in Counterparts. This Short Form 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.

SECTION 4. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Short Form IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

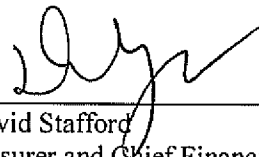
SECTION 6. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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

**BIRD PRODUCTS CORPORATION,**  
as Grantor

By: \_\_\_\_\_



Name: David Stafford

Title: Treasurer and Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement – Bird Products Corporation]

**TRADEMARK**  
**REEL: 006316 FRAME: 0481**

**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By: 

Name:

Title:

**Felicia Brinson**  
**Assistant Vice President**

SCHEDULE A

United States Trademarks and Trademark Applications

<b>Trademark</b>	<b>Registered Owner</b>	<b>Application Number</b>	<b>Registration Number</b>
AVIAN	Bird Products Corporation	74/631,370	1,948,875
BEAR	Bird Products Corporation	73/609,270	1,430,128
BEAR	Bird Products Corporation	73/080,309	1,066,146
BEAR CUB	Bird Products Corporation	74/607,516	2,049,585
BIRD	Bird Products Corporation	72/208,230	809,960
BIRD	Bird Products Corporation	72/091,054	706,080
BIRD (AND DESIGN)	Bird Products Corporation	73/806,202	1,582,200
BIRD (AND DESIGN)	Bird Products Corporation	73/806,201	1,592,881
BIRD SENTRY	Bird Products Corporation	74/157,785	1,832,062
MARK	Bird Products Corporation	72/220,901	833,751
MARK 7	Bird Products Corporation	72/220,903	811,085
TBIRD	Bird Products Corporation	74/625,077	2,009,059
V.I.P. BIRD	Bird Products Corporation	74/002,063	1,684,135
V.I.P. BIRD (AND DESIGN)	Bird Products Corporation	74/047,732	1,692,749
VSYNC	Bird Products Corporation	78/117,298	2,828,533