

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HEALOGICS, INC.		04/23/2018	Corporation: DELAWARE
SECHRIST INDUSTRIES, INC.		04/23/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
<b>Street Address:</b>	10 S. DEARBORN ST., 7TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5054831	HEALOGICS THE POWER TO HEAL	
<b>Registration Number:</b>	5054830	HEALOGICS THE POWER TO HEAL	
<b>Registration Number:</b>	5054829	HEALOGICS THE POWER TO HEAL	
<b>Registration Number:</b>	5054828	HEALOGICS THE POWER TO HEAL	
<b>Registration Number:</b>	5041287	HEALOGICS	
<b>Registration Number:</b>	5022709	HEALOGICS	
<b>Registration Number:</b>	4993626	HEALOGICS	
<b>Registration Number:</b>	4993625	HEALOGICS	
<b>Registration Number:</b>	4568746	HEALSOURCE	
<b>Serial Number:</b>	87701682	WOUNDSUITE	
<b>Serial Number:</b>	87701800	WOUNDSUITE	
<b>Serial Number:</b>	87433092	E-GURNEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<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>			
<b>Phone:</b>	(650) 251-5027		
<b>Email:</b>	ksolomon@stblaw.com		
<b>TRADEMARK</b>			

CH \$315.00 5054831

**Correspondent Name:** MARCELA ROBLEDO, ESQ.  
**Address Line 1:** SIMPSON THACHER & BARTLETT LLP  
**Address Line 2:** 2475 HANOVER STREET  
**Address Line 4:** PALO ALTO, CALIFORNIA 94304

**ATTORNEY DOCKET NUMBER:** 509265/1855

**NAME OF SUBMITTER:** Marcela Robledo

**SIGNATURE:** /mr/

**DATE SIGNED:** 04/25/2018

**Total Attachments: 3**

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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 23, 2018, (the “First Lien Trademark Security Agreement”), made by HEALOGICS, INC., a Delaware corporation and SECHRIST INDUSTRIES, INC., a Delaware corporation (each, a “Grantor”, and collectively, the “Grantors”) in favor of JPMorgan Chase Bank, N.A., as Collateral Agent for the benefit of the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to that certain First Lien and Collateral Agreement (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”) entered into as of July 1, 2014 by and between CDRH Parent, Inc., a Delaware corporation, Healogics, Inc. and the other Persons listed on the signature pages thereof or that becomes a party thereto and the Collateral Agent for the Secured Parties (as defined in the Security Agreement) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to the Grantors, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes, covenants and agrees with the Collateral Agent for the benefit of the Secured Parties as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due of all of the Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on Schedule I attached hereto; and

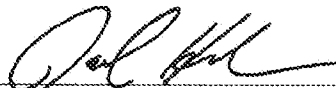
SECTION 3. Security Agreement. The lien and security interest granted to the Collateral Agent pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement,. In the event of any conflict between the terms of the Security Agreement and this First Lien Trademark Security Agreement, the terms of the Security Agreement shall govern and control.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this First Lien Trademark Security Agreement.

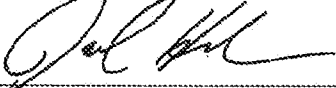
SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Grantors and the Collateral Agent. Delivery of an executed counterpart of a signature page to this First Lien Trademark Security Agreement, or of any amendment or waiver of any provision of this First Lien Trademark Security Agreement, by telecopier or in “pdf” or similar format by electronic mail, shall be effective as delivery of an original executed counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this First Lien Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

HEALOGICS, INC., as Grantor

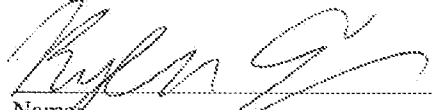
By:   
Name: Jarrod Henshaw  
Title: Chief Legal Officer

SECHRIST INDUSTRIES, INC., as Grantor

By:   
Name: Jarrod Henshaw  
Title: Chief Legal Officer

Accepted and Agreed to:

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent

By:   
Name: Kyle Eng  
Title: Vice President

**SCHEDULE I  
to  
FIRST LIEN TRADEMARK SECURITY AGREEMENT**

Owner	Trademark	Reg. No.
Healogics, Inc.	HEALOGICS THE POWER TO HEAL	5,054,831
Healogics, Inc.	HEALOGICS THE POWER TO HEAL	5,054,830
Healogics, Inc.	HEALOGICS THE POWER TO HEAL	5,054,829
Healogics, Inc.	HEALOGICS THE POWER TO HEAL	5,054,828
Healogics, Inc.	HEALOGICS	5,041,287
Healogics, Inc.	HEALOGICS	5,022,709
Healogics, Inc.	HEALOGICS	4,993,626
Healogics, Inc.	HEALOGICS	4,993,625
Healogics, Inc.	HEALSOURCE	4,568,746
Healogics, Inc.	WOUNDSUITE	87/701,682
Healogics, Inc.	WOUNDSUITE	87/701,800
Sechrist Industries, Inc.	E-GURNEY	87/433,092