

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANALOGIC CORPORATION		06/22/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4813461	A	
Registration Number:	4783567	A	
Registration Number:	4760988	A	
Registration Number:	4753435	A	
Registration Number:	4744441	ANALOGIC	
Registration Number:	2212343	COPLEY CONTROLS CORP.	
Registration Number:	2216953	COPLEY CONTROLS	
Registration Number:	2399631	COPLEY MOTION EXPLORER	
Registration Number:	2375689	EXACT	
Registration Number:	5295007	SONIC WINDOW	
Registration Number:	3030247	COBRA	
Registration Number:	2503057	FETALGARD LITE	
Registration Number:	2880579	ANALOGIC	
CORRESPONDENCE DATA			
Fax Number:	2135572193		
<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>			

CH \$340.00 4813461

Phone: 3105572900
Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.143
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	06/22/2018

Total Attachments: 7

source=Trademark Security Agreement (Executed)#page1.tif
source=Trademark Security Agreement (Executed)#page2.tif
source=Trademark Security Agreement (Executed)#page3.tif
source=Trademark Security Agreement (Executed)#page4.tif
source=Trademark Security Agreement (Executed)#page5.tif
source=Trademark Security Agreement (Executed)#page6.tif
source=Trademark Security Agreement (Executed)#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of June 22, 2018 among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of June 22, 2018 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), by and among ANLG Splitter, LLC, a Delaware limited liability company (“**Splitter**”), ANLG Holding Company, Inc., a Delaware corporation (“**Holdings**”), AC Merger Sub, Inc., a Massachusetts corporation (the “**Initial Borrower**”), BK Medical Holding Company, Inc., a Delaware corporation (the “**Initial BKM Borrower**”), after giving effect to the consummation of the Merger, Analogic Corporation, a Massachusetts corporation (“**Analogic**”, collectively with the Initial Borrower, the Initial BKM Borrower, and such Subsidiaries of Splitter (if any) as the Administrative Borrower may (in its sole discretion) elect by written notice to the Administrative Agent, being collectively, the “**Borrowers**”, and individually, a “**Borrower**”), certain Subsidiaries of Splitter from time to time party thereto, as Guarantors, the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of June 22, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”) by and among Splitter, Holdings, Borrowers, the Guarantors and Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and

under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If any Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to Administrative Agent within five (5) Business Days after the last day of the fiscal quarter in which such filing occurs (in accordance with Section 4(k) of the Security Agreement). Without limiting Grantors’ obligations under this Section 5, Grantors hereby authorize Administrative Agent (but Administrative Agent shall be under no obligation) to unilaterally modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of Grantors (to the extent such new trademark rights do not constitute Excluded Collateral), which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from

Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. **SUCCESSORS IN INTEREST**. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and assigns.

7. **COUNTERPARTS; INTEGRATION**. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. **CONSTRUCTION**. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns.

9. **GOVERNING LAW**. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. **MISCELLANEOUS**. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections **12.1** (*Survival*), **12.2** (*No Waivers*), **12.3** (*Notices*), **12.4** (*Severability*), **12.5** (*Amendments and Waivers*), **12.7** (*Headings*), **12.10** (*GOVERNING LAW; SUBMISSION TO JURISDICTION*) **12.11** (*WAIVER OF JURY TRIAL*); **12.13** (*Counterparts; Integration*) and **12.15** (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ANALOGIC CORPORATION, a
Massachusetts corporation,
as a Grantor

By: 
Name: Fred B. Parks
Title: President

[Signature Page to Trademark Security Agreement]

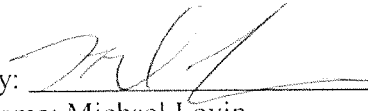
TRADEMARK
REEL: 006362 FRAME: 0566

ACCEPTED AND ACKNOWLEDGED:

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Michael Levin
Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Grantor	Country	Mark	Registration No.	Registration Date
Analogic Corporation	United States of America	A (B&W)	4813461	Sep 15, 2015
Analogic Corporation	United States of America	A (B&W)	4783567	Jul 28, 2015
Analogic Corporation	United States of America	A (grayscale)	4760988	Jun 23, 2015
Analogic Corporation	United States of America	A (grayscale)	4753435	Jun 9, 2015
Analogic Corporation	United States of America	ANALOGIC	4744441	May 26, 2015
Analogic Corporation	United States of America		2212343	Dec 22, 1998
Analogic Corporation	United States of America	COPLEY CONTROLS CORP.	2216953	Jan 12, 1999
Analogic Corporation	United States of America	COPLEY MOTION EXPLORER	2399631	Oct 31, 2000
Analogic Corporation	United States of America	EXACT	2375689	Aug 8, 2000
Analogic Corporation	United States of America	SONIC WINDOW	5295007	Sep 26, 2017
Analogic Corporation	United States of America	COBRA	3030247	Dec 13, 2005
Analogic Corporation	United States of America	FETALGARD LIT	2503057	Oct 30, 2001
Analogic Corporation	United States of America	ANALOGIC	2880579	Sep 7, 2004

TRADEMARK APPLICATIONS

None.

LICENSES

None.