

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENNOVEA, LLC		04/27/2018	Limited Liability Company: OHIO
ENNOVEA MEDICAL, LLC		04/27/2018	Limited Liability Company: OHIO
FLORIDA PRODUCTION ENGINEERING, INC.		04/27/2018	Corporation: OHIO
ERNIE GREEN INDUSTRIES, INC.		04/27/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, as Agent		
Street Address:	The Tower at PNC Plaza, 300 Fifth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5166778	READICONNECT	
Registration Number:	3103978	CARDIO QUICK PATCH	
Registration Number:	3078368	CARDIO QUICK PATCH	
Registration Number:	2568155	VITA CARRY	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	SUSAN M. KORNFIELD		

OP \$115.00 5166778

SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	05/02/2018
Total Attachments: 8 source=Ernie Green Industries -- executed Intellectual Property Security Agreement (trademarks and patents)#page1.tif source=Ernie Green Industries -- executed Intellectual Property Security Agreement (trademarks and patents)#page2.tif source=Ernie Green Industries -- executed Intellectual Property Security Agreement (trademarks and patents)#page3.tif source=Ernie Green Industries -- executed Intellectual Property Security Agreement (trademarks and patents)#page4.tif source=Ernie Green Industries -- executed Intellectual Property Security Agreement (trademarks and patents)#page5.tif source=Ernie Green Industries -- executed Intellectual Property Security Agreement (trademarks and patents)#page6.tif source=Ernie Green Industries -- executed Intellectual Property Security Agreement (trademarks and patents)#page7.tif source=Ernie Green Industries -- executed Intellectual Property Security Agreement (trademarks and patents)#page8.tif	

AGREEMENT

(Trademarks and Patents)

THIS AGREEMENT (TRADEMARKS AND PATENTS) (this "Agreement"), dated as of April 27, 2018 by and among ENNOVEA MEDICAL, LLC, ENNOVEA, LLC, FLORIDA PRODUCTION ENGINEERING, INC., and ERNIE GREEN INDUSTRIES, INC. (each, a "Grantor" and collectively, "Grantors") and PNC Bank, National Association, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

WHEREAS, pursuant to that certain Amended, Restated and Consolidated Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantors, the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to extend certain credit to the Grantors, as provided therein; and

WHEREAS, under the terms of the Credit Agreement, Grantors have granted to the Agent, as collateral security for the Obligations, a security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the Collateral, and Grantors have agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, (collectively, the "Trademark and Patent Collateral"):

- (a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

(b) (i) All letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Grantors, or either of them, against third parties for past, present, or future infringement or dilution of any patent, trademark, trademark registration, patent registration, trademark license or patent license, including any trademark, patent, trademark registration, patent registration, trademark license or patent license referred to in Schedules 1 or 2 attached hereto, or for any injury to the goodwill associated with the use of any trademark or patent or for breach or enforcement of any trademark or patent license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Secured Party in the Trademark and Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Credit Agreement as security for the discharge and performance of the Obligations. The Credit Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark and Patent Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Ohio.

SECTION 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

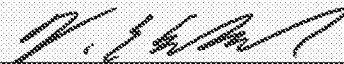
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

ENNOVEA MEDICAL, LLC


By: 
Name: Vinc E. Ellerbrock
Title: Vice President and CFO

ERNIE GREEN INDUSTRIES, INC.

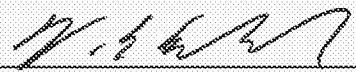
By: 
Name: Vinc E. Ellerbrock
Title: Vice President and CFO

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ENNOVEA, LLC

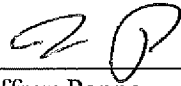
By: 
Name: Vinc E. Ellerbrock
Title: Vice President and CFO

FLORIDA PRODUCTION ENGINEERING,
INC.

By: 
Name: Vinc E. Ellerbrock
Title: Vice President and CFO


SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Jeffrey Penno
Title: Senior Vice President

**Schedule 1
Trademarks**

U.S. TRADEMARKS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
READICONNECT	86/329813	7/7/14	5,166,778	3/21/17	Ennovea Medical, LLC (an Ohio LLC)
	78/663340	7/4/05	3,103,978	6/13/06	Ennovea Medical, LLC (an Ohio LLC)
CARDIO QUICK PATCH	76/636830	4/22/05	3,078,368	4/11/16	Ennovea Medical, LLC (an Ohio LLC)
VITA CARRY	75/924476	2/22/00	2,568,155	5/07/02	Ennovea, LLC (an Ohio LLC)

**Schedule 2
Patents**

U.S. PATENTS

Title	App. No.	Filing Date	Reg. No.	Date Granted	Owner
Illuminated tongue depressor with thermometer	29/456521	5/31/13	D721173	1/13/15	Ernie Green Industries, Inc.
Illuminated tongue depressor with thermometer	29/456519	5/31/13	D721172	1/13/15	Ernie Green Industries, Inc.
Brake pedal	29/355523	2/9/10	D629342	12/21/10	Ernie Green Industries, Inc.
Accelerator pedal	29/355520	2/9/10	D626901	11/9/10	Ernie Green Industries, Inc.
Electrocardiograph device and method	15/396019	12/30/16	n/a	n/a	Ennova Medical, LLC
Electrode assemblies	09/113417	7/10/98	6,141,575	10/31/00	Ennova Medical, LLC
Precordial overlay and dual backing assembly	11/132950	5/20/05	7,299,084	11/20/07	Ennova Medical, LLC
Hub Cap	11/369,469	3/7/06	n/a Pub. No.: 2007/0210 640	03/7/06	Florida Production Engineering, Inc.
Wheel Cladding Assembly	PCT/US06/08 803	03/22/05	Pub. As: WO2006/ 101788	03/22/05	Florida Production Engineering, Inc.