

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485180

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Halyard MD Opco, LLC		08/06/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prospect Capital Corporation		
<b>Street Address:</b>	10 East 40th Street		
<b>Internal Address:</b>	44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5212240	SRAX(MD)	
<b>Registration Number:</b>	5133228	SRAXMD	
<b>Registration Number:</b>	5133218	DOCTRAX MATCH	
<b>Registration Number:</b>	5133215	DOME	
<b>Registration Number:</b>	5133212	DOCTRAX	
<b>Serial Number:</b>	87747280	ROOMRX	
<b>Serial Number:</b>	87747205	RAPIDTAG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	132810-14004		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		

OP \$190.00 5212240

<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	08/08/2018
<b>Total Attachments: 7</b> source=Trademark Security Agreement (Prospect-Halyard-SRAXmd)#page1.tif source=Trademark Security Agreement (Prospect-Halyard-SRAXmd)#page2.tif source=Trademark Security Agreement (Prospect-Halyard-SRAXmd)#page3.tif source=Trademark Security Agreement (Prospect-Halyard-SRAXmd)#page4.tif source=Trademark Security Agreement (Prospect-Halyard-SRAXmd)#page5.tif source=Trademark Security Agreement (Prospect-Halyard-SRAXmd)#page6.tif source=Trademark Security Agreement (Prospect-Halyard-SRAXmd)#page7.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of August 6, 2018 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Prospect Capital Corporation, a Maryland corporation (“Prospect”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of August 6, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among HALYARD MD OPCO, LLC, a Delaware limited liability company (the “Borrower”), HALYARD MD, LLC, a Delaware limited liability company (“Holdings”), the Lenders referred to therein, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of August 6, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the Trademark Collateral):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND


UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

HALYARD MD OPKO, LLC, as Grantor

By  \_\_\_\_\_

Name: Bruce Eatroff


Title: Vice Chairman and Interim CFO

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

App / Reg. No.	Mark	Class	Identification of Services	File Date / Grant Date
5212240[USA]		Class 35	Ad serving, namely, placing advertisements on websites for others using specialized computer software; Analysis of advertising response; Consulting services in the field of internet marketing; Dissemination of advertising matter for others in the field of healthcare and pharmaceutical products and services.	Filing Date – June 30, 2016  Registration Date – May 30, 2017
5133228 [USA]	SRAXMD	Classes 35; 42	Ad serving, namely, placing advertisements on websites for others using specialized computer software; Analysis of advertising response; Consulting services in the field of internet marketing; Dissemination of advertising matter for others in the field of healthcare and pharmaceutical products and services;	Filing Date – June 30, 2016
			Application service provider, namely, hosting, managing, developing, analyzing, and maintaining applications, software, and web sites, of others in the fields of advertising and marketing	Filing Date – June 30, 2016  Registration Date: January 31, 2017

5133218 [USA]	DOCTRAX MATCH	Class 35	Dissemination of advertisements; Mobile advertising services for others; On-line advertising services for others; Placing advertisements for others	Filing Date – June 23, 2016  Registration Date – January 31, 2017
5133215 [USA]	DOME	Class 35	Dissemination of advertisements; Mobile advertising services for others; On-line advertising services for others; Placing advertisements for others	Filing Date – June 23, 2016  Registration Date – January 31, 2017
5133212 [USA]	DOCTRAX	Class 35	Dissemination of advertisements; Mobile advertising services for others; On-line advertising services for others; Placing advertisements for others	Filing Date – June 23, 2016  Registration Date – January 31, 2017

## 2. TRADEMARK APPLICATIONS

App / Reg. No.	Mark	Class	Identification of Services	File Date / Grant Date
87747280 (USA)	ROOMRX		Advertising services, namely identification for others of target recipients and locations for the dissemination of advertising matter in the field of healthcare and pharmaceutical products and services; dissemination of advertising for others to consumers located in close proximity to healthcare and pharmaceutical professional locations through use of cellular radius IP targeting and population health record data	Filing Date – January 8, 2018 Published for opposition May 22, 2018
87747205 (USA)	RapidTag		Advertising services, namely identification for others of target recipients and locations for the dissemination of advertising	Filing Date – January 8, 2018



			matter in the field of healthcare and pharmaceutical products and services; dissemination of advertising for others to specifically targeted healthcare and pharmaceutical professionals and locations	Published for opposition May 22, 2018
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