

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shippert Enterprises, LLC		08/30/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4074992	TISSU-TRANS SYRINGE FILL	
Registration Number:	3896360	TISSU-TRANS FILTRON	
Registration Number:	3160819	TISSU-TRANS	
Registration Number:	3178462	M.V.P.LUG	
Registration Number:	2882539	FREEGLIDE	
Registration Number:	2848794	BIPLANE	
Registration Number:	2465639	PURE PAK	
Registration Number:	2371564	VAC-WICK	
Registration Number:	2365100	SLIK-PAK	
Registration Number:	2263666	SIDEOUT	
Registration Number:	2187352	PRESS-PAK	
Registration Number:	2126263	SUPER-PAK	
Registration Number:	2155357	MEDWICK	
Registration Number:	2124192	VENTI-PAK	
Registration Number:	2124193	TURBO-PAK	
Registration Number:	2035954	SPEEDI-PAK	
Registration Number:	1951886	SPEEDI-PEDI	
Registration Number:	1951887	SPEEDI-WICK	
Registration Number:	1843570	HOTSYS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1794213	EXPANDACELL
Registration Number:	1441132	RHINO ROCKET
Registration Number:	1392241	THE DENVER SPLINT
Serial Number:	87695002	PARCELIZER

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	08/31/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of August 30, 2018, by Shippert Enterprises, LLC, a Colorado limited liability company (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, SCP Medical Topco Holdings, Inc., a Delaware corporation (“**SCP Topco**”), SCP Medical Holdings, LLC, a Delaware limited liability company (“**SCP Holdings**”), Shippert Acquisition, LLC, a Delaware limited liability company (“**Shippert Acquisition**”), Summit Medical, LLC, a Minnesota limited liability company (“**Summit**”), Network Medical Products USA, LLC, a Connecticut limited liability company (“**Network Medical**”), Coronet Medical Technologies USA, LLC, a Pennsylvania limited liability company (“**Coronet**”; Coronet, together with Grantor, SCP Topco, SCP Holdings, Shippert Acquisition, Summit and Network Medical, the “**Borrowers**”), the other Loan Parties party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

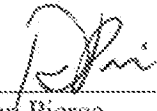
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SHIPPERT ENTERPRISES, LLC, a
Colorado limited liability company

By: 
Name: Don Pierce
Title: Chairman

Agreed and accepted as of
the date first written above:

MADISON CAPITAL FUNDING LLC, as
Agent

By: 

Name: Matt Graves

Title: Director

SCHEDULE A

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
TISSU-TRANS SYRINGE FILL	4074992	12/20/11	USPTO
TISSU-TRANS FILTRON	3896360	12/28/10	USPTO
TISSU-TRANS	3160819	10/17/06	USPTO
M.V.P.LUG	3178462	11/28/06	USPTO
FREEGLIDE	2882539	9/7/04	USPTO
BIPLANE	2848794	6/1/04	USPTO
PURE PAK	2465639	7/3/01	USPTO
VAC-WICK	2371564	7/25/00	USPTO
SLIK-PAK	2365100	7/4/00	USPTO
SIDEOUT	2263666	7/20/99	USPTO
PRESS-PAK	2187352	9/8/98	USPTO
SUPER-PAK	2126263	12/30/97	USPTO
MEDWICK	2155357	5/5/98	USPTO
VENTI-PAK	2124192	12/23/97	USPTO
TURBO-PAK	2124193	12/23/97	USPTO
SPEEDI-PAK	2035954	2/4/97	USPTO
SPEEDI-PEDI	1951886	1/23/96	USPTO
SPEEDI-WICK	1951887	1/23/96	USPTO
HOTSY	1843570	7/5/94	USPTO
EXPANDACELL	1794213	9/21/93	USPTO
RHINO ROCKET	1441132	6/2/87	USPTO
THE DENVER SPLINT	1392241	5/6/86	USPTO

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
PARCELIZER	87695002	11/22/17	USPTO