

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM495665

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Adva Holdings, LLC		10/26/2018	Limited Liability Company: DELAWARE
Paradigm Management Services, LLC		10/26/2018	Limited Liability Company: DELAWARE
ForeSight Medical, LLC		10/26/2018	Limited Liability Company: INDIANA
The Alaris Group, Inc.		10/26/2018	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	88052542	ENCOMPASS SPECIALTY SURGICAL NETWORK
Serial Number:	88052546	FORESIGHT IMPLANT COST CONTAINMENT
Registration Number:	4786907	ADVA-NET
Registration Number:	4274378	PARADIGM
Registration Number:	3881862	CATASTROPHIC SPECIALTY NETWORKS
Registration Number:	4004355	PARADIGM OUTCOMES
Registration Number:	4111336	THE ALARIS GROUP, INC.
Registration Number:	4120721	
Registration Number:	2930177	ALARIS
Registration Number:	2510667	THE ALARIS GROUP, INC.

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1111002-0230-S216
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NAME OF SUBMITTER:	Justine Lu
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SIGNATURE:	/Justine Lu/
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DATE SIGNED:	10/26/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2018, made by Adva Holdings, LLC, a Delaware limited liability company, Paradigm Management Services, LLC, a Delaware limited liability company, ForeSight Medical, LLC, an Indiana limited liability company, and The Alaris Group, Inc. a Minnesota corporation, (collectively, the “Grantors”, each, a “Grantor”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of October 26, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, each Lender party thereto from time to time, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent and the other parties thereto from time to time.

WHEREAS, each Grantor is party to a Second Lien Security Agreement, dated as of October 26, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of such Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED IN FAVOR OF THE SENIOR SECURED PARTIES (AS DEFINED IN THE SECOND LIEN INTERCREDITOR AGREEMENT), INCLUDING LIENS AND SECURITY INTERESTS GRANTED TO CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, PURSUANT TO OR IN CONNECTION WITH THE FIRST LIEN CREDIT AGREEMENT AND (II) THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS

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OF EACH APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to a Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and thereafter shall be binding upon such Grantor and its permitted successors and assigns.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. This Trademark Security Agreement is subject to the release provisions of Section 7.13 of the Security Agreement.

[signature page follows]

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.

ADVA HOLDINGS, LLC,
as Grantor

DocuSigned by:
Thomas Mastri
By: _____
Name: Thomas Mastri
Title: Secretary

FORESIGHT MEDICAL, LLC,
as Grantor

DocuSigned by:
Thomas Mastri
By: _____
Name: Thomas Mastri
Title: President

PARADIGM MANAGEMENT SERVICES, LLC,
as Grantor


DocuSigned by:
Thomas Mastri
By: _____
Name: Thomas Mastri
Title: Chief Financial Officer and Chief
Administrative Officer and Treasurer and
Secretary

THE ALARIS GROUP, INC.,
as Grantor


DocuSigned by:
Thomas Mastri
By: _____
Name: Thomas Mastri
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
AS COLLATERAL AGENT

By: 

Name: Vipul Dhadha
Title: Authorized Signatory



By: 

Name: Emerson Almeida
Title: Authorized Signatory



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications –

Owner (Loan Party)	Trademark	Application Number	Filing Date
ForeSight Medical, LLC	 ENCOMPASS <i>Specialty Surgical Network</i>	88052542	7/25/2018
ForeSight Medical, LLC	 FORESIGHT <i>Implant Cost Containment</i>	88052546	7/25/2018

Registrations –

Owner (Loan Party)	Trademark	Registration Number	Registration Date
Adva Holdings, LLC	ADVA-NET	4786907	8/4/2015
Paradigm Management Services, LLC	PARADIGM	4274378	1/15/2013
Paradigm Management Services, LLC	CATASTROPHIC SPECIALTY NETWORKS	3881862	11/23/2010
Paradigm Management Services, LLC		4004355	8/2/2011
The Alaris Group, Inc.	The ALARIS Group, Inc.	4111336	3/13/2012
The Alaris Group, Inc.		4120721	4/3/2012
The Alaris Group, Inc.	ALARIS	2930177	3/8/2005
The Alaris Group, Inc.	THE ALARIS GROUP, INC.	2510667	11/20/2001