

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489932

<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>
NPI Medical, Inc.		09/13/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Midcap Financial Trust		
<b>Street Address:</b>	7255 Woodmont Avenue		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Trust: DELAWARE		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>• Apollo Capital Management GP, LLC, DELAWARE, Limited Liability Company</li> <li>• Apollo Capital Management, L.P., DELAWARE, Limited Partnership</li> </ul>		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5052714	NPI/MEDICAL	
<b>Registration Number:</b>	4851692	NPI MEDICAL	
<b>Registration Number:</b>	4310345	DYNACCLASS	
<b>Registration Number:</b>	4941526	DYNACCLASS	
<b>Serial Number:</b>	87874515	ANYTHING BUT PROTOTYPICAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102774730		
<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>	3102774110		
<b>Email:</b>	hyu@mwe.com		
<b>Correspondent Name:</b>	Han Yu, c/o McDermott Will & Emery LLP		
<b>Address Line 1:</b>	2049 Century Park East, Suite 3800		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	101444.0022		
<b>NAME OF SUBMITTER:</b>	Han Yu		

CH \$140.00 5052714

<b>SIGNATURE:</b>	/Han Yu/
<b>DATE SIGNED:</b>	09/13/2018
<b>Total Attachments: 5</b> source=Midcap-Westfall-Trademark Security Agreement (NPI Medical) - Executed#page1.tif source=Midcap-Westfall-Trademark Security Agreement (NPI Medical) - Executed#page2.tif source=Midcap-Westfall-Trademark Security Agreement (NPI Medical) - Executed#page3.tif source=Midcap-Westfall-Trademark Security Agreement (NPI Medical) - Executed#page4.tif source=Midcap-Westfall-Trademark Security Agreement (NPI Medical) - Executed#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 13, 2018, is made by NPI Medical, Inc., a California corporation (the "Grantor"), in favor of Midcap Financial Trust ("Midcap"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 13, 2018 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time the "Credit Agreement"), by Westfall Technik, Inc., as the Borrower, Westfall Technik Intermediate Holdings, LLC ("Holdings"), as a Guarantor, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Midcap, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1.     Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2.     Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative 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 Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, 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, without limitation, 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon satisfaction of the conditions set forth in subsection 10.10(b)(iii) of the Credit Agreement, the Administrative Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 6. 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 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

NPI MEDICAL, INC.,  
as Grantor

By:   
Name: Perry Morgan  
Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

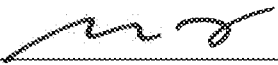
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ACCEPTED AND AGREED  
as of the date first above written:

**MIDCAP FINANCIAL TRUST**  
as Administrative Agent, L/C Issuer, Swingline Lender and a Lender

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

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

By:   
Name: **Maurice Amsellem**  
Title: **Authorized Signatory**

[SIGNATURE PAGE TO TRADEMARK AND SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006498 FRAME: 0850**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK	OWNER	COUNTRY	REGISTRATION NO.	APPLICATION DATE	REGISTRATION DATE
<i>NPI MEDICAL</i>	NPI Medical, Inc.	United States	5052714	August 27, 2015	October 4, 2016
NPI MEDICAL	NPI Medical, Inc.	United States	4,851,692	July 19, 2013	November 10, 2015
DYNACLASS	NPI Medical, Inc.	United States	4,310,345	January 31, 2012	March 26, 2013
DYNACLASS	NPI Medical, Inc.	United States	4,941,526	November 25, 2015	April 19, 2016

2. TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO.	APPLICATION DATE	OWNER
ANYTHING BUT PROTOTYPICAL	87/874,515	April 12, 2018	NPI Medical, Inc.