# OP \$115.00 8717805

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM511793

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lifescience Solutions, LLC			Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	FirstBank	
Doing Business As:	FirstBank	
Street Address:	1817 West End Avenue	
City:	Nashville	
State/Country:	TENNESSEE	
Postal Code:	37203	
Entity Type:	Chartered Bank: TENNESSEE	

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	87178058	CLEVELAND DIABETES CARE
Registration Number:	4367772	CLEVELAND HEART
Registration Number:	3897632	CLEVELAND HEART
Registration Number:	3304001	TRANSWORLD MED

### **CORRESPONDENCE DATA**

**Fax Number:** 6157261494

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:** (615) 780-7513

**Email:** JCherry@ortalekelley.com **Correspondent Name:** Jeremy H. Cherry, Esq.

Address Line 1:330 Commerce Street, suite 110Address Line 4:Nashville, TENNESSEE 37201

NAME OF SUBMITTER:	Jeremy H. Cherry
SIGNATURE:	/Jeremy H. Cherry/
DATE SIGNED:	02/27/2019

**Total Attachments: 3** 

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### PLEDGE AND SECURITY AGREEMENT (TRADEMARKS)

Pledgor:

LIFESCIENCE SOLUTIONS, LLC 68 Ponte Vedra Colony Circle Ponte Vedra Beach, FL 32082

Attn: Charles P. Richardson

Bank:

FIRSTBANK

1817 West End Avenue Nashville, TN 37203

Attn: Chris Schlueter

THIS PLEDGE AND SECURITY AGREEMENT ("Agreement") is entered into this 22nd day of February, 2019, by and between LIFESCIENCE SOLUTIONS, LLC, with its principal place of business located at the address set forth above ("Pledgor"), and FIRSTBANK, a Tennessee state bank with its principal offices located at the address set forth above ("Bank").

WHEREAS, Bank has agreed to extend a loan (the "Loan") to Cleveland Diabetes Care, Inc., a Delaware corporation ("Borrower"); and

**WHEREAS**, as inducement for Bank to extend the Loan to Borrower, Pledgor has agreed to pledge certain assets owned by Pledgor as additional collateral to secure repayment of the Loan;

**NOW THEREFORE,** in consideration of Bank extending the Loan to Borrower, Pledgor hereby tenders to Bank all of its right, title and interest in the following described property, to wit:

Any and all intellectual property of every kind, character and description, both now owned and hereafter acquired by Pledgor, including, trademarks, trade styles, trade names, and specifically, without limiting the foregoing in any way, those registered trademarks set forth on Exhibit "A" attached hereto;

and for the purpose of enabling the Borrower to obtain credit therefor, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Pledgor requests that the Bank give Borrower credit in the form of the Loan or renewals, or extensions, and in consideration of all or any such credit so granted by the Bank to Borrower, Pledgor agrees that all or any property pledged or hypothecated as aforesaid, shall be subject in the Bank's hands or those of its assignees, or pledgee or pledges, to all powers which would apply thereto by contract or otherwise if said property in fact so pledged or hypothecated stood solely in the name of the Borrower and not in Borrower's and Pledgor's name. The proceeds of the Loan shall be accounted for and paid over to the Borrower or as Borrower directs, and said collateral security may be disposed of and/or paid over to or upon the direction of the Borrower.

THIS AGREEMENT shall be binding on the Pledgor's successors or representatives and inure to the benefit of the Bank's successors and/or assigns.

[SIGNATURES CONTINUED ON NEXT PAGE]

TRADEMARK
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IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

PLEDGOR:

LIFESCIENCE SOLUTIONS, LLC, a Delaware limited liability company

Charles P. Richardson, Sole Member/Managing Member

EXHIBIT "A"

# **United States Registered Trademarks**

Mark	Country	Record Owner	Reg. No. App. No.
CLEVELAND	US	LIFESCIENCE	_
DIABETES		SOLUTIONS, LLC	87/178,058
CARE			·
CLEVELAND	US	LIFESCIENCE	4,367,772
HEART		SOLUTIONS, LLC	85/777,690
CLEVELAND	US	LIFESCIENCE	3,897,632
HEART		SOLUTIONS, LLC	77/533,822
(DESIGN)			
COSONIAND HAKT			
TRANSWORLD	US	LIFESCIENCE	3,304,001
MED		SOLUTIONS, LLC	78/731,640

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