

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM514291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avadim Health IP, Inc.		03/13/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hayfin Services LLP, as Collateral Agent		
Street Address:	One Eagle Place		
City:	St. James, London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y 6AF		
Entity Type:	Limited Liability Partnership: UNITED KINGDOM		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88006438	THERAWORX RELIEF	
Registration Number:	3504319	THERAWORX	
Registration Number:	5084808	THERAWORX	
Registration Number:	4959812	X	
Registration Number:	5259033	COMBAT ONE	
Registration Number:	5259031	[PH]UEL5.0	
Registration Number:	2412184	NATURE'S CONCEPTS	
Registration Number:	2385302	THERAWASH	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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>			
Phone:	212-548-2154		
Email:	KSALTRICK@MCGUIREWOODS.COM		
Correspondent Name:	MCGUIREWOODS LLP		
Address Line 1:	1251 AVENUE OF THE AMERICAS, 20TH FLOOR		
Address Line 2:	ATTENTION: M. TELFORT, ESQ.		
Address Line 4:	NEW YORK, NEW YORK 10020		
NAME OF SUBMITTER:	Mirlande Telfort		
SIGNATURE:	/s/ Mirlande Telfort		

OP \$215.00 88006438

DATE SIGNED:	03/14/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

March 13, 2019

WHEREAS, Avadim Health IP, Inc., a Delaware corporation (herein referred to as the “**Grantor**”), owns or licenses the Trademark Collateral (as defined below);

WHEREAS, Avadim Health, Inc., as borrower (the “**Borrower**”), the Lenders party thereto, and Hayfin Services LLP, as Administrative Agent and Collateral Agent, are parties to a Credit Agreement dated as of October 5, 2018 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of October 5, 2018 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the Borrower, the Guarantors party thereto (including the Grantor) and Hayfin Services LLP, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in substantially all personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under 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 acquired or arising:

- (i) each Pledged Trademark (as defined in the Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Pledged Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Pledged Trademark; *provided* that no security interest shall be granted in any U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Pledged Trademark License (as defined in the Guarantee and Collateral Agreement) to which the Grantor is the licensee, including, without limitation, each Pledged Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Pledged Trademark owned by the Grantor (including, without limitation, any Pledged Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Pledged Trademark License (including, without limitation, any Pledged Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, exchange, assign or otherwise transfer or dispose of, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding the foregoing and notwithstanding the occurrence of an Event of Default, the Collateral Agent hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to all Trademark Collateral are subject to any license agreement or other commercial agreement of a Grantor (with a non-Affiliate counterparty) with respect to such Trademark Collateral if the applicable license agreement or other commercial agreement was in existence on the Closing Date or entered into by such Grantor after the Closing Date in the ordinary course of business or consistent with past practice, including such counterparty's rights, if any, under Section 365(n) of the Bankruptcy Code.

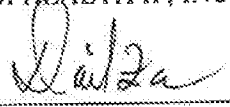
This Trademark Security Agreement may be executed in any number of several counterparts, but all of such counterparts shall together constitute but one and the same agreement. Delivery of an executed signature page in electronic form (including .pdf format) shall be as effective as delivery of a manually signed counterpart.

The terms and provisions of Section 28 of the Guarantee and Collateral Agreement are incorporated by reference herein as if fully set forth herein.

[Signature pages follow]

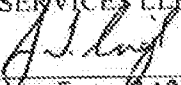
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

AVADIM HEALTH IP, INC.

By: 
Name: David Fann
Title: President

Acknowledged:

HAYFIN SERVICES LLP, as Collateral Agent

By: 
Name: ANDREW THIGLE
Title: AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule 1

SCHEDULE OF TRADEMARKS AND APPLICATIONS

Word Mark	Serial Number	Reg. Number	Filing Date	Registration Date
THERAWORX	77371557	3,504,319	1/14/2008	9/23/2008
THERAWORX and DESIGN	86746052	5,084,808	9/2/2015	11/22/2016
X and DESIGN	86746023	4,959,812	9/2/2015	5/17/2016
COMBAT ONE and DESIGN	87091663	5,259,033	7/1/2016	8/8/2017
[ph]UEL 5.0 and DESIGN	87091555	5,259,031	7/1/2016	8/8/2017
NATURE'S CONCEPTS	75780384	2,412,184	9/15/1999	12/12/2000
THERAWASH	75735157	2,385,302	7/16/1999	9/12/2000
THERAWORX RELIEF	88006438	N/A	6/19/2018	N/A