

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523336

<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>
AERIN MEDICAL INC.		05/10/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRG SERVICING LLC		
<b>Street Address:</b>	1000 Main Street		
<b>Internal Address:</b>	Suite 2500		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4713760	AERIN MEDICAL, INC	
<b>Registration Number:</b>	4721222	AERIN MEDICAL	
<b>Registration Number:</b>	4838217	VIVAER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043782057		
<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>	7043312359		
<b>Email:</b>	iplaw@mvalaw.com, cindigraser@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	James Van Cleave Gambrell		
<b>SIGNATURE:</b>	/James Van Cleave Gambrell/		
<b>DATE SIGNED:</b>	05/13/2019		
<b>Total Attachments: 3</b>			
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source=5-13-19-Trademark Security Agreement- Aerin#page2.tif			

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## TRADEMARK SECURITY AGREEMENT

May 10, 2019

WHEREAS, AERIN MEDICAL INC., a Delaware corporation (the “*Grantor*”), is a party to that certain Security Agreement, dated as of May 10, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantor, the other grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, “*Administrative Agent*”), pursuant to which the Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under substantially all of its personal property, including without limitation the trademarks and trademark registrations and applications listed on **Schedule A** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that the Grantor execute and deliver, and cause to be filed in the United States Patent and Trademark Office, this Trademark Security Agreement (this “*Trademark Security Agreement*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, goodwill, and interest in, to and under all of the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule A** hereto, and all registrations and pending applications associated therewith (excluding any U.S. application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application, provided, that, upon submission and acceptance by the United States Patent and Trademark Office of a statement of use or an amendment to allege use with respect to such intent-to-use trademark application, such intent-to-use trademark application shall no longer be excluded and shall automatically be included as Collateral).

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

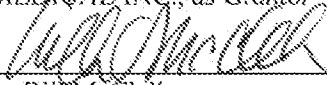
This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

AERIN MEDICAL INC., as Grantor

By: \_\_\_\_\_

  
Name: Bill McClellan

Title: Chief Financial Officer

TRADEMARK SECURITY AGREEMENT  
AERIN MEDICAL INC.

**TRADEMARK**  
**REEL: 006644 FRAME: 0205**

**Schedule A**  
to Trademark Security Agreement

**TRADEMARKS AND TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
AERIN MEDICAL, INC.	86/172902	1/23/2014	4713760	6/24/2014
AERIN MEDICAL and Design	86/155892	1/2/2014	4721222	6/3/2014
VIVAER	86/457446	11/18/2014	4838217	5/5/2015