

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527074

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aspen Medical Partners, LLC		06/10/2019	Limited Liability Company: CALIFORNIA
Aspen Medical Products, LLC		06/10/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2824378	A
Registration Number:	1933974	ASPEN
Registration Number:	2651664	ASPEN
Registration Number:	5381720	ASPEN ELITE
Registration Number:	5751849	ASPEN TRI-POINT FSO
Registration Number:	4411291	BACK TO WORK BRACE
Registration Number:	3847414	CONTOUR
Registration Number:	5668642	
Registration Number:	4199193	EVERGREEN
Registration Number:	4569128	PEAK
Registration Number:	3153939	QUIKDRAW
Registration Number:	4690602	VISTA
Registration Number:	3363455	VISTA

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

Phone: 3125778467
Email: rebecca.paul@kattenlaw.com
Correspondent Name: Rebecca A. Paul c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Rebecca A. Paul

SIGNATURE: /Rebecca A. Paul/

DATE SIGNED: 06/10/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 10, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders, the Swingline Lender and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the other Credit Parties party thereto, the Lenders, the Swingline Lender and the L/C Issuers from time to time party thereto, Antares Capital, as Agent for the Lenders, the Swingline Lender and the L/C Issuers, Antares Capital and NXT Capital, LLC, as Joint Lead Arrangers, and First Eagle Private Credit, LLC, as Syndication Agent, the Lenders, the Swingline Lender and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of the date hereof in favor of Agent (as the same may be amended, 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 each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swingline Lender, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders, the Swingline Lender and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses included in the Collateral, 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.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

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

Section 5. 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 6. 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.

Section 7. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall promptly

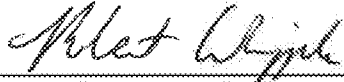
execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGE FOLLOWS]

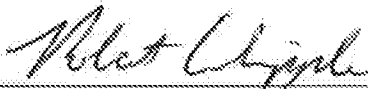
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ASPEN MEDICAL PARTNERS, LLC, as a
Grantor

By: 
Name: Robert W. Whipple
Title: Vice President, Assistant Treasurer
and Assistant Secretary

ASPEN MEDICAL PRODUCTS, LLC, as a
Grantor

By: 
Name: Robert W. Whipple
Title: Vice President, Assistant Treasurer
and Assistant Secretary

ACKNOWLEDGED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: 
Name: Lana Dweik
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

United States Registered Trademarks

REGISTERED TRADEMARKS - ®	APP. NO./REG. NO.	REGISTERED DATE	CREDIT PARTY
A and Design	RN: 2824378 SN: 76312971	3/23/04	Aspen Medical Products, LLC
ASPEN	RN: 1933974 SN: 74475651	11/7/95	Aspen Medical Products, LLC
ASPEN and Design	RN: 2651664 SN: 76312972	11/19/02	Aspen Medical Products, LLC
ASPEN ELITE	RN: 5381720 SN: 87180627	1/16/18	Aspen Medical Partners, LLC
ASPEN TRI-POINT FSO	RN: 5751849 SN: 87372931	5/14/19	Aspen Medical Partners, LLC
BACK TO WORK BRACE	RN: 4411291 SN: 77730740	10/1/13	Aspen Medical Products, LLC
CONTOUR	RN: 3847414 SN: 77899077	9/14/10	Aspen Medical Products, LLC
Design Only	RN: 5668642 SN: 87755134	2/5/19	Aspen Medical Products, LLC
EVERGREEN	RN: 4199193 SN: 85176722	8/28/12	Aspen Medical Products, LLC
PEAK	RN: 4569128 SN: 85832873	7/15/14	Aspen Medical Products, LLC
QUICKDRAW	RN: 3153939 SN: 78750350	10/10/06	Aspen Medical Products, LLC
VISTA	RN: 4690602 SN: 85932125	2/24/15	Aspen Medical Partners, LLC
VISTA	RN: 3363455 SN: 78771077	1/1/08	Aspen Medical Partners, LLC

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.