

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Access Scientific, LLC		07/18/2019	Limited Liability Company: DELAWARE
ASSPV, LLC		07/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp.		
Street Address:	1345 Avenue of the Americas, 46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5734167	ARTERIAL WAND	
Registration Number:	5167319	ULTRABRIGHT	
Registration Number:	4610058	THE CVC WAND	
Registration Number:	4071118	ZERO-EDGE	
Registration Number:	3904769	POWERWAND	
Registration Number:	3887746	THE POWERWAND	
Registration Number:	3658528	WAND	
Serial Number:	87768570	BIOGUARD	
Serial Number:	86945932	NEVERLOST	
CORRESPONDENCE DATA			
Fax Number:	2136231673		
<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:	213-426-2619		
Email:	aarnelle@goodwinlaw.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	601 S. Figueroa Street, 41st Floor		

OP \$240.00 5734167

Address Line 4:	Los Angeles, CALIFORNIA 90017
ATTORNEY DOCKET NUMBER:	122541.289451
NAME OF SUBMITTER:	Amy Arnelle
SIGNATURE:	/Amy Arnelle/
DATE SIGNED:	07/24/2019
Total Attachments: 5 source=Access Trademark Security Agreement [EXECUTED]#page1.tif source=Access Trademark Security Agreement [EXECUTED]#page2.tif source=Access Trademark Security Agreement [EXECUTED]#page3.tif source=Access Trademark Security Agreement [EXECUTED]#page4.tif source=Access Trademark Security Agreement [EXECUTED]#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 18, 2019, is made by each of the entities listed on the signature pages hereto (each a “Grantor” and, collectively, the “Grantors”), in favor of Fortress Credit Corp. (together with all successors and assigns, “Lender”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 18, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Access Scientific, LLC, a Delaware limited liability company (“Parent”), ASSPV, LLC, a Delaware limited liability company (“Access SPV”, and together with Parent and each other Person that becomes a Borrower under the Credit Agreement, each a “Borrower” and collectively, the “Borrowers”) and Lender, Lender has agreed to make a loan to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, all of the Grantors are party to the Security Agreement, dated as of June 14, 2018, in favor of the Lender (the “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 Lender to enter into the Credit Agreement and to induce the Lender to make the loan to the Borrower thereunder, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Subject to the terms and provisions of the Security Agreement, each Grantor, as collateral security for the complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender 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 Trademarks owned by such Grantor and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those identified 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. Security Agreement.

(a) The interest in the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Lender such rights as are provided to holders of security interests under applicable law.

(b) The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Subject to the terms and provisions of the Security Agreement, 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 reasonably necessary or desirable actions in connection with their Trademarks Collateral subject to a security interest hereunder.

Section 5. Authorization. To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Trademark Collateral.

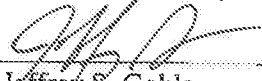
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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, each Grantor has duly executed this Agreement as of the date first set forth above.

ACCESS SCIENTIFIC, LLC,
a Delaware limited liability company

By: 
Name: Jeffrey S. Goble
Title: Chief Executive Officer

ASSPV, LLC
a Delaware limited liability company

By: 
Name: Jeffrey S. Goble
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

FORTRESS CREDIT CORP.,
as Lender

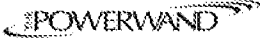
By: _____
Name:
Title: CONSTANTINE M. DAKOLIAS
 PRESIDENT

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Registrations:

REGISTRATION NUMBER	TRADEMARK
5,734,167	ARTERIAL WAND
5,167,319	ULTRABRIGHT
4,610,058	THE CVC WAND
4,071,118	ZERO-EDGE
3,904,769	POWER WAND
3,887,746	
3,658,528	WAND

B. TRADEMARK APPLICATIONS

Applications:

APPLICATION NUMBER	TRADEMARK
87/768,570	BIOGUARD
86/945,932	NEVERLOST