

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540022

|                                   |                                     |                                |                      |
|-----------------------------------|-------------------------------------|--------------------------------|----------------------|
| <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>   |
| NEOMED, INC.                      |                                     | 08/30/2019                     | Corporation: GEORGIA |
| <b>RECEIVING PARTY DATA</b>       |                                     |                                |                      |
| <b>Name:</b>                      | CITIBANK, N.A.                      |                                |                      |
| <b>Street Address:</b>            | 388 GREENWICH STREET                |                                |                      |
| <b>City:</b>                      | NEW YORK                            |                                |                      |
| <b>State/Country:</b>             | NEW YORK                            |                                |                      |
| <b>Postal Code:</b>               | 10013                               |                                |                      |
| <b>Entity Type:</b>               | NATIONAL ASSOCIATION: UNITED STATES |                                |                      |
| <b>PROPERTY NUMBERS Total: 19</b> |                                     |                                |                      |
| <b>Property Type</b>              | <b>Number</b>                       | <b>Word Mark</b>               |                      |
| <b>Serial Number:</b>             | 88101351                            | ENSIGHT                        |                      |
| <b>Serial Number:</b>             | 87788588                            | ENSPECT                        |                      |
| <b>Serial Number:</b>             | 87800027                            | ENSPECT BEFORE YOU CONNECT     |                      |
| <b>Serial Number:</b>             | 87399664                            | NEOCOLLECT                     |                      |
| <b>Serial Number:</b>             | 87399674                            | NEOCOLLECT                     |                      |
| <b>Serial Number:</b>             | 88299885                            | NEOCONNECT AT HOME             |                      |
| <b>Serial Number:</b>             | 86684317                            | DOSEMATE                       |                      |
| <b>Serial Number:</b>             | 86259203                            | GRAVITYPRO                     |                      |
| <b>Serial Number:</b>             | 77678703                            | NEOBOTTLE                      |                      |
| <b>Serial Number:</b>             | 86189204                            | NEOCONNECT                     |                      |
| <b>Serial Number:</b>             | 77079799                            | NEODRAPE                       |                      |
| <b>Serial Number:</b>             | 85806855                            | NEOGENII                       |                      |
| <b>Serial Number:</b>             | 77264779                            | NEOMED                         |                      |
| <b>Serial Number:</b>             | 85437685                            | NEOMED                         |                      |
| <b>Serial Number:</b>             | 86189198                            | NEOSECURE                      |                      |
| <b>Serial Number:</b>             | 85075686                            | NM FULFILLMENT                 |                      |
| <b>Serial Number:</b>             | 85242800                            | NM FULFILLMENT                 |                      |
| <b>Serial Number:</b>             | 87160118                            | SMP                            |                      |
| <b>Serial Number:</b>             | 87160160                            | SMP SPECIALTY MEDICAL PRODUCTS |                      |

CH \$490.00 88101351

**CORRESPONDENCE DATA****Fax Number:** 6508385109*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:** 650-838-3743**Email:** jlik@shearman.com**Correspondent Name:** COREY JB BETKER**Address Line 1:** 599 Lexington Avenue**Address Line 2:** Shearman & Sterling LLP**Address Line 4:** New York, NEW YORK 10022

|                                |                   |
|--------------------------------|-------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 35609/90          |
| <b>NAME OF SUBMITTER:</b>      | COREY JB BETKER   |
| <b>SIGNATURE:</b>              | /COREY JB BETKER/ |
| <b>DATE SIGNED:</b>            | 09/09/2019        |

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2019 (this “**Agreement**”) between **NEOMED, INC.**, a Georgia corporation, located at 100 Londonderry Court, Suite 112, Woodstock, GA 30188 (the “**Grantor**”) and **CITIBANK, N.A.**, as Collateral Agent for the Secured Parties.

Reference is made to (i) the Security Agreement dated as of October 31, 2014 (as amended, supplemented, reaffirmed or otherwise modified from time to time, the “**Security Agreement**”), among Avanos Medical Systems, Inc., (as successor to Halyard Health, Inc.) (the “**Borrower**”), the undersigned Grantor and the other Grantors identified therein and who from time to time become a party thereto and Morgan Stanley Senior Funding, Inc. (“**MSSF**”) as collateral agent and (ii) the Agency Resignation and Appointment Agreement dated as of October 30, 2018 among the Borrower, MSSF, as the existing agent and Citibank, N.A. as the new agent, pursuant to which (among other things) Citibank, N.A. succeeded MSSF in the capacity of Collateral Agent under the Security Agreement and each other Loan Document. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Amended and Restated Credit Agreement, dated as of October 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Borrower, the Guarantors, Citibank, N.A., as Administrative Agent, Collateral Agent and an L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**”). The Grantors are affiliates of the Borrower, will derive substantial benefits from (i) the extension of credit to the Borrower pursuant to the Credit Agreement and (ii) the performance of obligations by the Hedge Banks under any Secured Hedge Agreements and Treasury Services Agreement, and the undersigned Grantors are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Secured Hedge Agreements and Treasury Services Agreements. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, including those

listed on Schedule I hereto, and (b) all goodwill connected with the use thereof and symbolized thereby; *provided* that the grant of security interest shall not include any “**intent-to-use**” trademark applications prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto.

Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

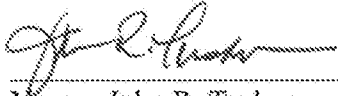
Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to any Intercreditor Agreement (if any) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of such Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern.

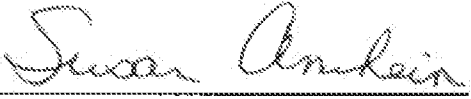
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**NEOMED, INC.,**  
as Grantor

By:   
Name: John R. Tushar  
Title: President

**CITIBANK, N.A.,**  
as Collateral Agent

By:   
Name: Susan Amrhein  
Title: Vice President

**Schedule I to  
Trademark Security Agreement Supplement**

**UNITED STATES Trademarks, Service Marks and Trademark Applications**

| <b>Trademark</b>               | <b>Country</b> | <b>Reg. No. /<br/>Date</b> | <b>App. No. /<br/>Filed</b> | <b>Owner</b> | <b>Status</b> |
|--------------------------------|----------------|----------------------------|-----------------------------|--------------|---------------|
| ENSIGHT                        | United States  | N/A                        | 88101351<br>31-AUG-2018     | NeoMed, Inc. | Allowed       |
| ENSPECT                        | United States  | N/A                        | 87788588<br>07-FEB-2018     | NeoMed, Inc. | Allowed       |
| ENSPECT BEFORE YOU CONNECT     | United States  | N/A                        | 87800027<br>16-FEB-2018     | NeoMed, Inc. | Allowed       |
| NEOCOLLECT                     | United States  | N/A                        | 87399664<br>05-APR-2017     | NeoMed, Inc. | Allowed       |
| NEOCOLLECT                     | United States  | N/A                        | 87399674<br>05-APR-2017     | NeoMed, Inc. | Allowed       |
| NEOCONNECT AT HOME             | United States  | N/A                        | 88299885<br>13-FEB-2019     | NeoMed, Inc. | Pending       |
| DOSEMATE                       | United States  | 5151949<br>28-FEB-2017     | 86684317<br>06-JUL-2015     | NeoMed, Inc. | Registered    |
| GRAVITYPRO                     | United States  | 4709563<br>24-MAR-2015     | 86259203<br>22-APR-2014     | NeoMed, Inc. | Registered    |
| NEOBOTTLE                      | United States  | 3794444<br>25-MAY-2010     | 77678703<br>26-FEB-2009     | NeoMed, Inc. | Registered    |
| NEOCONNECT                     | United States  | 5119774<br>10-JAN-2017     | 86189204<br>10-FEB-2014     | NeoMed, Inc. | Registered    |
| NEODRAPE                       | United States  | 3395515<br>11-MAR-2008     | 77079799<br>10-JAN-2007     | NeoMed, Inc. | Registered    |
| NEOGENII                       | United States  | 4429987<br>05-NOV-2013     | 85806855<br>19-DEC-2012     | NeoMed, Inc. | Registered    |
| NEOMED                         | United States  | 3477809<br>29-JUL-2008     | 77264779<br>27-AUG-2007     | NeoMed, Inc. | Registered    |
| NEOMED                         | United States  | 4185424<br>07-AUG-2012     | 85437685<br>03-OCT-2011     | NeoMed, Inc. | Registered    |
| NEOSECURE                      | United States  | 5119773<br>10-JAN-2017     | 86189198<br>10-FEB-2014     | NeoMed, Inc. | Registered    |
| NM FULFILLMENT                 | United States  | 4023721<br>06-SEP-2011     | 85075686<br>01-JUL-2010     | NeoMed, Inc. | Registered    |
| NM FULFILLMENT                 | United States  | 4068634<br>06-DEC-2011     | 85242800<br>15-FEB-2011     | NeoMed, Inc. | Registered    |
| SMP                            | United States  | 5341999<br>21-NOV-2017     | 87160118<br>02-SEP-2016     | NeoMed, Inc. | Registered    |
| SMP SPECIALTY MEDICAL PRODUCTS | United States  | 5342001<br>21-NOV-2017     | 87160160<br>02-SEP-2016     | NeoMed, Inc. | Registered    |