

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543220

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Criticare Technologies, Inc		10/25/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	IndusInd Bank Limited
Street Address:	No. 28, Centenary Building, Ground Floor, MG Road
City:	Bangalore,Karnataka-560001
State/Country:	INDIA
Postal Code:	560001
Entity Type:	A Banking Company: INDIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78021376	CRITICARE
Registration Number:	4493361	CRITICARE CONNECT
Registration Number:	3737478	EQUALITY
Registration Number:	3731915	NCOMPASS
Registration Number:	3659407	NGENUITY
Registration Number:	1487487	POET
Registration Number:	2813903	POET IQ
Registration Number:	2399301	MINI SPO2T
Registration Number:	3699996	QSAT
Registration Number:	2001844	SCHOLAR
Registration Number:	2445402	VITALVIEW

CORRESPONDENCE DATA

Fax Number: 2149783099

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: 2149783000

Email: dallastrademarks@bakermckenzie.com

Correspondent Name: Dyan M. House

Address Line 1: 1900 N. Pearl St., Suite 1500

Address Line 4: Dallas, TEXAS 75201

TRADEMARK

ATTORNEY DOCKET NUMBER:	50311679
NAME OF SUBMITTER:	Dyan M. House
SIGNATURE:	/Dyan M. House/
DATE SIGNED:	09/30/2019
Total Attachments: 4 source=Criticare Trademark Security Agmt#page1.tif source=Criticare Trademark Security Agmt#page2.tif source=Criticare Trademark Security Agmt#page3.tif source=Criticare Trademark Security Agmt#page4.tif	

TRADEMARK SECURITY AGREEMENT¹

This TRADEMARK SECURITY AGREEMENT is dated as of October 25, 2017, by Criticare Technologies, Inc., a Delaware corporation (the "*Grantor*"), in favor of IndusInd Bank Limited, a banking company incorporated in India under the Companies Act, 1956 (the "*Secured Party*").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement dated as of October 25, 2017 amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"² in favor of the Secured Party, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

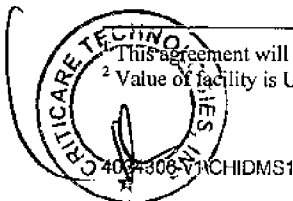
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, Grantor hereby pledges to the Secured Party, its successors and permitted assigns, and hereby grants to the Secured Party, its successors and permitted assigns, a security interest in all of Grantor's right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule 1;
- (b) all goodwill associated therewith or symbolized thereby;

This agreement will be null and void upon settlement of the facility
² Value of facility is USD3.13 Million and INR1.41 crores vide sanction letter dated 31/3/2017, ref CO/CB/BLR/01/03/2017



[Handwritten signature]

- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing;
and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

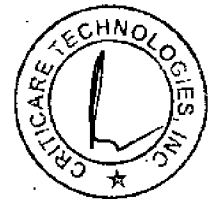
SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

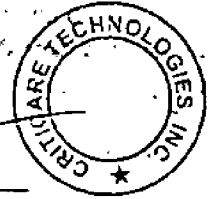
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[Signature page follows]



IN WITNESS WHEREOF, 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.

CRITICARE TECHNOLOGIES, INC.,
as a Grantor



By: _____
Name: _____
Title: _____

Accepted and Agreed:
INDUSIND BANK LIMITED,
as Secured Party

For INDUSIND BANK LIMITED
By: _____
Name: _____
Title: Authorised Signatory

[Signature Page to Trademark Security Agreement]

