

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SALTER LABS, LLC	FORMERLY Salter Labs, Inc.	08/30/2019	Limited Liability Company: CALIFORNIA
SUNMED HOLDINGS, LLC		08/30/2019	Limited Liability Company: MICHIGAN
OMEGA MEDICAL PRODUCTS, LLC		08/30/2019	Limited Liability Company: MICHIGAN
SUNMED, LLC		08/30/2019	Limited Liability Company: MICHIGAN
VENTLAB, LLC		08/30/2019	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Serial Number:	76048696	OMEGAZINC PINK	
Serial Number:	75183274	ETHOX	
Serial Number:	73071375	SURGI-KIT	
Serial Number:	85381420	SUNMED	
Serial Number:	75559669	COMBIPORT	
Serial Number:	75182990	ETHOX	
Serial Number:	74145930	ETHOX	
Serial Number:	74273256	LAP-KIT	
Serial Number:	73776682	SURGI-CUF	
Serial Number:	74298126	SURGI-PRESS	
Serial Number:	73754201	SURGI-STUF	
Serial Number:	74033252	TUM-E-VAC	

OP \$1365.00 76048696

Property Type	Number	Word Mark
Serial Number:	76430755	BREATHTECH
Serial Number:	76430756	RESCUMED
Serial Number:	88325453	SAFESPOT
Serial Number:	85576972	STAT-CHECK
Serial Number:	88395926	VENTFLO
Serial Number:	76431033	VENTLAB
Serial Number:	75048089	ACCU-FLOW
Serial Number:	77497481	ALOHA
Serial Number:	78793890	BINAPS
Serial Number:	78838892	BRAVO
Serial Number:	78240365	CANNULAIDE
Serial Number:	85278972	GATOR
Serial Number:	75426614	HDN
Serial Number:	77175570	HYBRID
Serial Number:	77906012	INTUBRITE
Serial Number:	77906037	INTUBRITE
Serial Number:	77635164	INTUBRITE
Serial Number:	77252453	IT'S ALL ABOUT THE BABIES
Serial Number:	86058270	LUMA WRAP
Serial Number:	85233842	MINI WHISKERS
Serial Number:	76194461	NASAL-AIRE
Serial Number:	75426613	NEBUTECH
Serial Number:	75426612	NEBUTECH HDN
Serial Number:	75781924	O2XPRESS
Serial Number:	78557086	ORAL-TRAC
Serial Number:	75048092	PERCENT-O2-LOCK
Serial Number:	77860191	PNEUMOTHERM
Serial Number:	85850194	POPPA
Serial Number:	78585326	PRO2 CHECK
Serial Number:	78585342	PRO2 CHECK ELITE
Serial Number:	78515865	RESPCARE
Serial Number:	75048090	S
Serial Number:	78598077	S SALTER LABS
Serial Number:	86273934	SALTER AIRE ELITE
Serial Number:	76028606	SALTER AIRE PLUS
Serial Number:	75254516	SALTER EYES
Serial Number:	85012418	SNORETAC
Serial Number:	77249507	STICKY WHISKERS

Property Type	Number	Word Mark
Serial Number:	75048094	TENDER GRIP
Serial Number:	77485252	THERMISENSE
Serial Number:	78653949	UTOPIA
Serial Number:	73454591	S SALTER LABS

CORRESPONDENCE DATA

Fax Number: 4044435599
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: 404-443-5647
Email: cfraser@mcguirewoods.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 1230 Peachtree Street NE
Address Line 2: McGuireWoods LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	Salter - 2060236.0026
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	10/04/2019

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2019, is made by and among the Grantors identified as such on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Capital One, National Association ("CONA"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below), with offices at 2 Bethesda Metro Center, Suite 500, Bethesda, MD 20814 and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 30, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the **SALTER LABS, LLC**, a California limited liability company ("Salter Labs"), **SUNMED HOLDINGS, LLC**, a Michigan limited liability company (collectively as the "Borrowers" and each individually as a "Borrower"), **SSL GROUP HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, CONA as Revolving Agent and as Administrative Agent, the Lenders 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 August 30, 2019 in favor of the Administrative 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 L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative 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 the Administrative Agent for

the benefit of the Secured Parties, and grants to the Administrative 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, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;

(b) all renewals 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. 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.

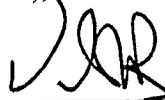
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

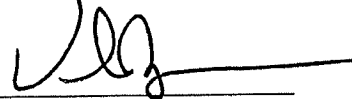
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

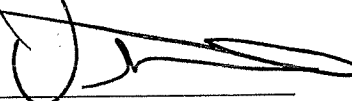
SALTER LABS, LLC (formerly Salter Labs, Inc.), as a Grantor

By: 
Name: Daniel Bowen
Title: Chief Executive Officer


~~SUNMED HOLDINGS, LLC~~, as a Grantor

By: 
Name: Daniel Bowen
Title: Chief Executive Officer


OMEGA MEDICAL PRODUCTS, LLC, as a Grantor

By: 
Name: Daniel Bowen
Title: Chief Executive Officer

~~SUNMED, LLC~~, as a Grantor

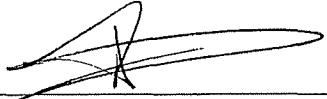
By: 
Name: Daniel Bowen
Title: Chief Executive Officer

~~VENTLAB, LLC~~, as a Grantor

By: 
Name: Daniel Bowen
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Peter Itz
Title: Its Duly Authorized Signatory


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
OMEGAZINC PINK OMEGAZINC PINK	US	76048696 12-MAY-2000	2467683 10-JUL-2001	OMEGA MEDICAL PRODUCTS CORPORATION	Renewed (Registered)
ETHOX	US	75183274 17-OCT-1996	2091414 26-AUG-1997	SUNMED HOLDINGS, LLC	Registered
SURGL-KIT	US	73071375 10-DEC-1975	1059107 15-FEB-1977	SUNMED HOLDINGS, LLC	Registered
SUNMED	US	85381420 26-JUL-2011	4111672 13-MAR-2012	SUNMED, LLC	Registered
COMBIPORT	US	75559669 28-SEP-1998	2290221 02-NOV-1999	VENTLAB HOLDINGS, LLC	Renewed (Registered)
ETHOX	US	75182990 17-OCT-1996	2123310 23-DEC-1997	VENTLAB HOLDINGS, LLC	Renewed (Registered)
ETHOX	US	74145930 11-MAR-1991	1695734 23-JUN-1992	VENTLAB HOLDINGS, LLC	Registered

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Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
LAP-KIT	US	74273256 08-MAY-1992	1746992 19-JAN-1993	VENTLAB HOLDINGS, LLC	Registered
SURGI-CUF	US	73776682 25-JAN-1989	1555651 12-SEP-1989	VENTLAB HOLDINGS, LLC	Registered
SURGI-PRESS	US	74298126 27-JUL-1992	1758177 16-MAR-1993	VENTLAB HOLDINGS, LLC	Registered
SURGI-STUF	US	73754201 26-SEP-1988	1540058 23-MAY-1989	VENTLAB HOLDINGS, LLC	Registered
TUM-E-VAC	US	74033252 28-FEB-1990	1619710 30-OCT-1990	VENTLAB HOLDINGS, LLC	Renewed (Registered)
BREATHTECH	US	76430755 12-JUL-2002	2758435 02-SEP-2003	VENTLAB, LLC	Renewed (Registered)
RESCUMED	US	76430756 12-JUL-2002	2695656 11-MAR-2003	VENTLAB, LLC	Renewed (Registered)
SAFESPOT SafeSpot	US	88325453 05-MAR-2019		VENTLAB, LLC	Published (Pending)

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
STAT-CHECK	US	85576972 22-MAR-2012	4330568 07-MAY-2013	VENTLAB, LLC	Registered
VENTFLO VentFLO	US	88395926 22-APR-2019		VENTLAB, LLC	Pending
VENTLAB	US	76431033 12-JUL-2002	2763787 16-SEP-2003	VENTLAB, LLC	Renewed (Registered)
PRO2 CHECK ELITE	EU trade marks	4582177 09-SEP-2005	4582177 22-AUG-2006	SALTER LABS	REGISTERED
SALTER LABS 	EU trade marks	4582334 09-SEP-2005	4582334 22-AUG-2006	SALTER LABS	REGISTERED
SNORETAC	EU trade marks	9038464 19-APR-2010	9038464 14-SEP-2010	SALTER LABS	REGISTERED
THERMISENSE	EU trade marks	7399108 17-NOV-2008	7399108 20-MAY-2009	SALTER LABS	REGISTERED
ACCU-FLOW [†]	US	75048089 24-JAN-1996	2021005 03-DEC-1996	SALTER LABS	Registered



Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
ALOHA	US	77497481 12-JUN-2008	4112120 13-MAR-2012	SALTER LABS	Registered
BINAPS†	US	78793890 18-JAN-2006	3192835 02-JAN-2007	SALTER LABS	Registered
BRAVO	US	78838892 16-MAR-2006	3314467 16-OCT-2007	SALTER LABS	Registered
CANNULAIDE†	US	78240365 22-APR-2003	3343737 27-NOV-2007	SALTER LABS	Registered
GATOR†	US	85278972 28-MAR-2011	4168954 03-JUL-2012	SALTER LABS	Registered
HDN†	US	75426614 30-JAN-1998	2297466 07-DEC-1999	SALTER LABS	Registered
HYBRID 	US	77175570 08-MAY-2007	3380657 12-FEB-2008	SALTER LABS	Registered
INTUBRITE	US	77906012 06-JAN-2010	3831420 10-AUG-2010	SALTER LABS	Registered

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Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
INTUBRITE INTUBRITE	US	77906037 06-JAN-2010	3831423 10-AUG-2010	SALTER LABS	Registered
INTUBRITE INTUBRITE	US	77635164 17-DEC-2008	3994334 12-JUL-2011	SALTER LABS	Registered
IT'S ALL ABOUT THE BABIES†	US	77252453 10-AUG-2007	3539443 02-DEC-2008	SALTER LABS	Registered
LUMA WRAP†	US	86058270 06-SEP-2013	4619743 14-OCT-2014	SALTER LABS	Registered
MINI WHISKERS†	US	85233842 03-FEB-2011	4025642 13-SEP-2011	SALTER LABS	Registered
NASAL-AIRE	US	76194461 16-JAN-2001	2640687 22-OCT-2002	SALTER LABS	Registered
NEBUTECH†	US	75426613 30-JAN-1998	2353083 30-MAY-2000	SALTER LABS	Registered
NEBUTECH HDN†	US	75426612 30-JAN-1998	2353082 30-MAY-2000	SALTER LABS	Registered

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
O2XPRESS [†] O ₂ XPRESS	US	75781924 23-AUG-1999	2442069 10-APR-2001	SALTER LABS	Registered
ORAL-TRAC [†]	US	78557086 31-JAN-2005	3050733 24-JAN-2006	SALTER LABS	Registered
PERCENT-O2-LOCK [†]	US	75048092 24-JAN-1996	2021006 03-DEC-1996	SALTER LABS	Registered
PNEUMOTHERM [†]	US	77860191 29-OCT-2009	3854852 28-SEP-2010	SALTER LABS	Registered
POPPA [†]	US	85850194 14-FEB-2013	4406698 24-SEP-2013	SALTER LABS	Registered
PRO2 CHECK [†]	US	78585326 11-MAR-2005	3092670 16-MAY-2006	SALTER LABS	Registered
PRO2 CHECK ELITE [†]	US	78585342 11-MAR-2005	3370257 15-JAN-2008	SALTER LABS	Registered
RESPCARE	US	78515865 12-NOV-2004	3110456 27-JUN-2006	SALTER LABS	Registered

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Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
S 	US	75048090 24-JAN-1996	2052258 15-APR-1997	SALTER LABS	Registered
S SALTER LABS [†]  SALTER LABS	US	78598077 30-MAR-2005	3282410 21-AUG-2007	SALTER LABS	Registered CANCELLED SECTION 8 IN INT. CL. 9. ONLY O.G. 3-12-2013
SALTER AIRE ELITE [†]	US	86273934 07-MAY-2014	4765754 30-JUN-2015	SALTER LABS	Registered
SALTER AIRE PLUS [†]	US	76028606 18-APR-2000	2698235 18-MAR-2003	SALTER LABS	Registered
SALTER EYES [†]	US	75254516 10-MAR-1997	2168607 23-JUN-1998	SALTER LABS	Registered
SNORETAC [†]	US	85012418 13-APR-2010	3882883 30-NOV-2010	SALTER LABS	Registered
STICKY WHISKERS [†]	US	77249507 07-AUG-2007	3408844 08-APR-2008	SALTER LABS	Registered
TENDER GRIP [†]	US	75048094 24-JAN-1996	2050519 08-APR-1997	SALTER LABS	Registered

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Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
THERMISENSE [†]	US	77485252 28-MAY-2008	3604151 07-APR-2009	SALTER LABS	Registered
UTOPIA [†]	US	78653949 20-JUN-2005	3326322 30-OCT-2007	SALTER LABS	Registered
S SALTER LABS [†] 	US	73454591 28-NOV-1983	1328338 02-APR-1985	SALTER LABS, INC.	Registered