

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544005

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Colombia Medical, LLC | | 10/03/2019 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Delaware Trust Company, as Collateral Agent | | |
| Street Address: | 251 Little Falls Drive | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19808 | | |
| Entity Type: | state chartered trust company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5230170 | COLUMBIA | |
| Registration Number: | 5230169 | COLUMBIA MEDICAL | |
| Registration Number: | 3795218 | | |
| Registration Number: | 3125379 | | |
| Registration Number: | 4604880 | NESSIE | |
| Registration Number: | 5465013 | NESSIE | |
| Registration Number: | 4349496 | P POD | |
| Registration Number: | 4578896 | P POD | |
| Registration Number: | 5465012 | P POD | |
| Registration Number: | 5030672 | POZIFORM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172359493 | | |
| <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: | 6179517790 | | |
| Email: | ronald.duvernay@ropesgray.com | | |
| Correspondent Name: | Ronald M. Duvernay | | |
| Address Line 1: | Prudential Tower, 800 Boylston Street | | |
| Address Line 2: | Ropes & Gray LLP | | |

CH \$265.00 5230170

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 109990-0023

NAME OF SUBMITTER: Ronald M. Duvernay

SIGNATURE: /r duvernay/

DATE SIGNED: 10/04/2019

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 3, 2019, made by Columbia Medical, LLC (the "Grantor"), in favor of Delaware Trust Company, as Collateral Agent (in such capacity, the "Collateral Agent") for (i) itself, (ii) the several banks and other financial institutions (the "Lenders") that are parties to the 1.5 Lien Credit Agreement, dated as of October 3, 2019 (as the same may be amended, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Medical Depot Holdings, Inc. (the "Borrower"), solely with respect to Subsections 2.12, 5.22 and 7.15 of the Credit Agreement, CD&R Reign Topco, Inc., a Delaware corporation, the Collateral Agent, and the Lenders and (iii) the other Secured Parties provided for in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors have executed and delivered a 1.5 Lien Guarantee and Collateral Agreement, dated as of October 3, 2019, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit

Agreement) and to all Trademarks (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Security Agreement), except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


COLUMBIA MEDICAL, LLC

By: 
Name: Amy O'Keefe
Title: Treasurer

[SIGNATURE PAGE TO 1.3 LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS-COLUMBIA MEDICAL, LLC]

TRADEMARK
REEL: 006764 FRAME: 0454

DELAWARE TRUST COMPANY,
as Collateral Agent

By: 
Name: Alan R. Halpern
Title: Vice President

[SIGNATURE PAGE TO 1.5 LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS –
COLUMBIA MEDICAL, LLC]

TRADEMARK
REEL: 006764 FRAME: 0455

SCHEDULE I

Trademark Registrations

| <u>Grantor</u> | <u>Country</u> | <u>Mark</u> | <u>Status</u> | <u>App./ Reg. No.</u> | <u>Filing/ Reg. Date</u> | <u>Registration Date</u> |
|-----------------------|----------------|-------------------------------|---------------|---------------------------|------------------------------|------------------------------|
| COLUMBIA MEDICAL, LLC | US | COLUMBIA | Registered | 5230170 | 19-Mar-2015 | 27-Jun-2017 |
| COLUMBIA MEDICAL, LLC | US | COLUMBIA MEDICAL | Registered | 5230169 | 19-Mar-2015 | 27-Jun-2017 |
| COLUMBIA MEDICAL, LLC | US | MISC DESIGN (BATHING SUPPORT) | Registered | 3795218 | 06-May-2009 | 25-May-2010 |
| COLUMBIA MEDICAL, LLC | US | MISC DESIGN (RUBBER DUCK) | Registered | 3125379 | 30-Jun-2004 | 08-Aug-2006 |
| COLUMBIA MEDICAL, LLC | US | NESSIE | Registered | 4604880 | 31-Jan-2014 | 16-Sep-2014 |
| COLUMBIA MEDICAL, LLC | US | NESSIE (& DESIGN) | Registered | 5465013 | 07-Jan-2016 | 08-May-2018 |
| COLUMBIA MEDICAL, LLC | US | P POD | Registered | 4349496 | 28-Sep-2012 | 11-Jun-2013 |
| COLUMBIA MEDICAL, LLC | US | P POD | Registered | 4578896 | 03-Sep-2013 | 05-Aug-2014 |
| COLUMBIA MEDICAL, LLC | US | P POD (Stylized) | Registered | 5465012 | 07-Jan-2016 | 08-May-2018 |
| COLUMBIA MEDICAL, LLC | US | POZIFORM | Registered | 5030672 | 07-Jan-2016 | 30-Aug-2016 |