

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545208

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	900514519

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HEALOGICS, INC.		09/10/2019	Corporation: DELAWARE
SECHRIST INDUSTRIES, INC.		09/10/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5054831	HEALOGICS THE POWER TO HEAL
Registration Number:	5054830	HEALOGICS THE POWER TO HEAL
Registration Number:	5054829	HEALOGICS THE POWER TO HEAL
Registration Number:	5054828	HEALOGICS THE POWER TO HEAL
Registration Number:	5041287	HEALOGICS
Registration Number:	5022709	HEALOGICS
Registration Number:	4993626	HEALOGICS
Registration Number:	4993625	HEALOGICS
Registration Number:	4568746	HEALSOURCE
Serial Number:	87701682	WOUNDSUITE
Serial Number:	87701800	WOUNDSUITE
Serial Number:	87433092	E-GURNEY

CORRESPONDENCE DATA

Fax Number: 6502515002

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.

TRADEMARK

Phone: (650)251-5027
Email: ksolomon@stblaw.com
Correspondent Name: MARCELA ROBLEDO, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 2475 HANOVER STREET
Address Line 4: PALO ALTO, CALIFORNIA 94304-1114

ATTORNEY DOCKET NUMBER: 509265/1855

NAME OF SUBMITTER: MARCELA ROBLEDO

SIGNATURE: /MR/

DATE SIGNED: 10/15/2019

Total Attachments: 12

source=Second Lien Trademark Security Agreement - Complete#page1.tif
source=Second Lien Trademark Security Agreement - Complete#page2.tif
source=Second Lien Trademark Security Agreement - Complete#page3.tif
source=Second Lien Trademark Security Agreement - Complete#page4.tif
source=Second Lien Trademark Security Agreement - Complete#page5.tif
source=Second Lien Trademark Security Agreement - Complete#page6.tif
source=Second Lien Trademark Security Agreement - Complete#page7.tif
source=Second Lien Trademark Security Agreement - Complete#page8.tif
source=Second Lien Trademark Security Agreement - Complete#page9.tif
source=Second Lien Trademark Security Agreement - Complete#page10.tif
source=Second Lien Trademark Security Agreement - Complete#page11.tif
source=Second Lien Trademark Security Agreement - Complete#page12.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 10, 2019, (the "Second Lien Trademark Security Agreement"), made by HEALOGICS, INC., a Delaware corporation with an address of P.O. BOX 551187, Jacksonville, FL 32255 and SECHRIST INDUSTRIES, INC., a Delaware corporation with an address of 4225 East La Palma Avenue, Anaheim CA 92807 (each, a "Grantor", and collectively, the "Grantors") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having a principal place of business at 11 Madison Avenue, New York, New York 10010, as Collateral Agent for the benefit of the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Second Lien Guarantee and Collateral Agreement (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement") entered into as of July 1, 2014 by and between CDRH Parent, Inc., a Delaware corporation, Healogics, Inc. and the other Persons listed on the signature pages thereof or that becomes a party thereto and the Collateral Agent for the Secured Parties (as defined in the Security Agreement) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to the Grantors, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes, covenants and agrees with the Collateral Agent for the benefit of the Secured Parties as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due of all of the Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on Schedule I attached hereto; and

SECTION 3. Security Agreement. The lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement,. In the event of any conflict between the terms of the Security Agreement and this Second Lien Trademark Security Agreement, the terms of the Security Agreement shall govern and control.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with

the Grantors and the Collateral Agent. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement, or of any amendment or waiver of any provision of this Second Lien Trademark Security Agreement, by telecopier or in "pdf" or similar format by electronic mail, shall be effective as delivery of an original executed counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Second Lien Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

HEALOGICS, INC., as Grantor

By: 
Name: Keith Koford
Title: General Counsel and Corporate Secretary

SECHRIST INDUSTRIES, INC., as Grantor

By: 
Name: Keith Koford
Title: General Counsel and Corporate Secretary

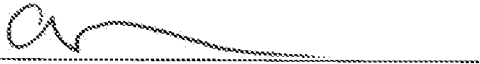
Accepted and Agreed to:

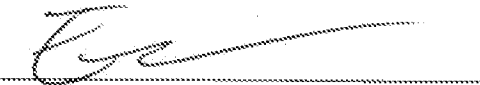
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Collateral Agent

By: _____
Name:
Title:

Accepted and Agreed to:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Emerson Almeida
Title: Authorized Signatory

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Owner	Trademark	Reg. No.
Healogics, Inc.	HEALOGICS THE POWER TO HEAL	5,054,831
Healogics, Inc.	HEALOGICS THE POWER TO HEAL	5,054,830
Healogics, Inc.	HEALOGICS THE POWER TO HEAL	5,054,829
Healogics, Inc.	HEALOGICS THE POWER TO HEAL	5,054,828
Healogics, Inc.	HEALOGICS	5,041,287
Healogics, Inc.	HEALOGICS	5,022,709
Healogics, Inc.	HEALOGICS	4,993,626
Healogics, Inc.	HEALOGICS	4,993,625
Healogics, Inc.	HEALSOURCE	4,568,746
Healogics, Inc.	WOUNDSUITE	87/701,682
Healogics, Inc.	WOUNDSUITE	87/701,800
Sechrist Industries, Inc.	E-GURNEY	87/433,092



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

September 17, 2019

PTAS

MARCELA ROBLEDO, ESQ.
SIMPSON THACHER & BARTLETT LLP
2475 HANOVER STREET
PALO ALTO, CA 94304-1114



900514519

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. Signatures missing from assignor/conveying names

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Thursday, October 17, 2019**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900514519

Access Code: QZIZ97RPQ1G8WML

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAWANDA MILTON
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALOGICS, INC.		09/10/2019	Corporation: DELAWARE
SECHRIST INDUSTRIES, INC.		09/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5054831	HEALOGICS THE POWER TO HEAL	
Registration Number:	5054830	HEALOGICS THE POWER TO HEAL	
Registration Number:	5054829	HEALOGICS THE POWER TO HEAL	
Registration Number:	5054828	HEALOGICS THE POWER TO HEAL	
Registration Number:	5041287	HEALOGICS	
Registration Number:	5022709	HEALOGICS	
Registration Number:	4993626	HEALOGICS	
Registration Number:	4993625	HEALOGICS	
Registration Number:	4568746	HEALSOURCE	
Serial Number:	87701682	WOUNDSUITE	
Serial Number:	87701800	WOUNDSUITE	
Serial Number:	87433092	E-GURNEY	
CORRESPONDENCE DATA			
Fax Number:	6502515002		

Phone: (650)251-5027
Email: ksolomon@stblaw.com
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.
Correspondent Name: MARCELA ROBLEDO, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 2475 HANOVER STREET
Address Line 4: PALO ALTO, CALIFORNIA 94304-1114

ATTORNEY DOCKET NUMBER: 509265/1855

NAME OF SUBMITTER: MARCELA ROBLEDO

Signature: /MR/

Date: 09/10/2019

Total Attachments: 4

source=Second Lien Trademark Security Agreement clean (002)#page1.tif
 source=Second Lien Trademark Security Agreement clean (002)#page2.tif
 source=Second Lien Trademark Security Agreement clean (002)#page3.tif
 source=Second Lien Trademark Security Agreement clean (002)#page4.tif

RECEIPT INFORMATION

ETAS ID: TM540219
Receipt Date: 09/10/2019
Fee Amount: \$315

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 10, 2019, (the "Second Lien Trademark Security Agreement"), made by HEALOGICS, INC., a Delaware corporation with an address of P.O. BOX 551187, Jacksonville, FL 32255 and SECHRIST INDUSTRIES, INC., a Delaware corporation with an address of 4225 East La Palma Avenue, Anaheim CA 92807 (each, a "Grantor", and collectively, the "Grantors") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having a principal place of business at 11 Madison Avenue, New York, New York 10010, as Collateral Agent for the benefit of the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Second Lien Guarantee and Collateral Agreement (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement") entered into as of July 1, 2014 by and between CDRH Parent, Inc., a Delaware corporation, Healogics, Inc. and the other Persons listed on the signature pages thereof or that becomes a party thereto and the Collateral Agent for the Secured Parties (as defined in the Security Agreement) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to the Grantors, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes, covenants and agrees with the Collateral Agent for the benefit of the Secured Parties as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due of all of the Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on Schedule I attached hereto; and

SECTION 3. Security Agreement. The lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement,. In the event of any conflict between the terms of the Security Agreement and this Second Lien Trademark Security Agreement, the terms of the Security Agreement shall govern and control.

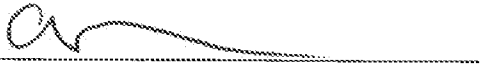
SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Second Lien Trademark Security Agreement.

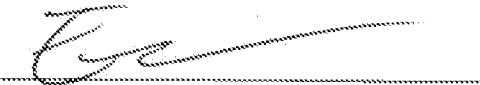
SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with

the Grantors and the Collateral Agent. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement, or of any amendment or waiver of any provision of this Second Lien Trademark Security Agreement, by telecopier or in "pdf" or similar format by electronic mail, shall be effective as delivery of an original executed counterpart thereof.

Accepted and Agreed to:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Emerson Almeida
Title: Authorized Signatory

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Owner	Trademark	Reg. No.
Healogics, Inc.	HEALOGICS THE POWER TO HEAL	5,054,831
Healogics, Inc.	HEALOGICS THE POWER TO HEAL	5,054,830
Healogics, Inc.	HEALOGICS THE POWER TO HEAL	5,054,829
Healogics, Inc.	HEALOGICS THE POWER TO HEAL	5,054,828
Healogics, Inc.	HEALOGICS	5,041,287
Healogics, Inc.	HEALOGICS	5,022,709
Healogics, Inc.	HEALOGICS	4,993,626
Healogics, Inc.	HEALOGICS	4,993,625
Healogics, Inc.	HEALSOURCE	4,568,746
Healogics, Inc.	WOUNDSUITE	87/701,682
Healogics, Inc.	WOUNDSUITE	87/701,800
Sechrist Industries, Inc.	E-GURNEY	87/433,092