

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545663

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TIDI PRODUCTS, LLC		10/17/2019	Limited Liability Company: DELAWARE
POSEY PRODUCTS, LLC		10/17/2019	Limited Liability Company: DELAWARE
PENBLADE, INC.		10/17/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION, as 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: 41

Property Type	Number	Word Mark
Registration Number:	2199447	TIDI
Registration Number:	2237442	VENTURE
Registration Number:	1909082	ACCOLADE
Registration Number:	1778984	TIDI TOOTH
Registration Number:	1687078	OMNISORB
Registration Number:	0874323	FABRICEL
Registration Number:	3973172	T TIDI
Registration Number:	4284826	KIDS KRITTERS
Registration Number:	4434799	RESPOSABLES
Registration Number:	4398974	DRI-PERF
Registration Number:	4713525	TIDISHIELD
Registration Number:	4589535	
Registration Number:	4585338	
Registration Number:	3384149	GRIP-LOK
Registration Number:	5276838	
Registration Number:	3994704	C-ARMOR

OP \$1040.00 2199447

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4828029	STERILE-Z
Registration Number:	1680218	HUGGER
Registration Number:	5227463	ZERO-GRAVITY
Registration Number:	5324102	TOTAL LOCATION COVERAGE
Registration Number:	5296706	TLC
Registration Number:	5273079	2810
Registration Number:	5273080	2811
Registration Number:	5273081	2813
Registration Number:	5273082	2814
Registration Number:	5273083	2816
Registration Number:	5273084	2819
Registration Number:	0719717	POSEY POSEY
Registration Number:	1518793	POSEY
Registration Number:	2335542	KEEPSAFE
Registration Number:	2589326	HIPSTERS
Registration Number:	2817300	POSEY
Registration Number:	3643007	TWICE-AS-TOUGH
Registration Number:	3891230	PEEK-A-BOO
Registration Number:	3875355	POSEY
Registration Number:	4368787	FIRST IN PATIENT SAFETY
Registration Number:	3830334	PRO-HEELX
Registration Number:	4154490	SITTER ELITE
Registration Number:	4929319	SECURESLEEVE
Registration Number:	4953617	SKINSLEEVES
Registration Number:	4638187	PENBLADE

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: TIDI - 2060236.0111

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED:	10/17/2019
---------------------	------------

Total Attachments: 7

- source=Active_122630618_1_CONA_TIDI - Trademark Security Agreement#page1.tif
- source=Active_122630618_1_CONA_TIDI - Trademark Security Agreement#page2.tif
- source=Active_122630618_1_CONA_TIDI - Trademark Security Agreement#page3.tif
- source=Active_122630618_1_CONA_TIDI - Trademark Security Agreement#page4.tif
- source=Active_122630618_1_CONA_TIDI - Trademark Security Agreement#page5.tif
- source=Active_122630618_1_CONA_TIDI - Trademark Security Agreement#page6.tif
- source=Active_122630618_1_CONA_TIDI - Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of August 6, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, 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 that certain Amended and Restated Guaranty and Security Agreement, dated as of February 28, 2017, in favor of the Agent (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 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 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 Agent for the benefit of the Secured Parties, and grants to the 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

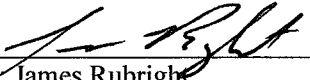
Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[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.

Very truly yours,

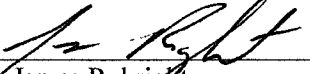
TIDI PRODUCTS, LLC, as Grantor

By: 
Name: James Rubright
Title: Vice President, Chief Financial Officer
and Secretary

POSEY PRODUCTS, LLC, as Grantor


By: 
Name: James Rubright
Title: Vice President, Chief Financial Officer,
Secretary

PENBLADE, INC., as Grantor

By: 
Name: James Rubright
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: 
Name: Jeffrey R. Schultz
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses

Country	Title/Mark	Application No.	Application Date	Issue/Reg. No.	Issue/Reg. Date	Owner
Wisconsin	RESPOSABLES Product Design			20131440695	10/10/2012	TIDI Products, LLC
Wisconsin	RESPOSABLES Panel Logo			20131440694	10/10/2012	TIDI Products, LLC
Wisconsin	3 REPOSABLES Drawings			20131440812	10/31/2012	TIDI Products, LLC
Wisconsin	GUARDING AGAINST INFECTION		7/22/2014	20141443117	7/30/2014	TIDI Products, LLC
Wisconsin	SURECURE WINDOW		7/17/2014	20141443020	7/23/2014	TIDI Products, LLC
Wisconsin	SURECLEAR WINDOW		7/17/2014	20141443019	7/23/2014	TIDI Products, LLC
Wisconsin	EYESPLASH ZERO		9/23/2014	20141443706	10/1/2014	TIDI Products, LLC
Wisconsin	ASSEMBLE 'N GO		2/13/2015	20151440418	2/18/2015	TIDI Products, LLC
Wisconsin	GRAB 'N GO		2/13/2015	20151440419	2/18/2015	TIDI Products, LLC
Wisconsin	FLIP 'N GO		2/13/2015	20151440421	2/18/2015	TIDI Products, LLC
Wisconsin	TIDI TOES		2/13/2015	20151440420	2/18/2015	TIDI Products, LLC
Wisconsin	TIDI TOWER			20151440586	2/25/2015	TIDI Products, LLC
Wisconsin	SUPPORTING CAREGIVERS AND PREVENTING INFECTIONS		6/25/2015	20151441892		TIDI Products, LLC
Wisconsin	DURAWICK			20161441557		TIDI Products, LLC
Wisconsin	ZERO-GRAVITY			20161442122	8/18/2016	TIDI Products, LLC
Wisconsin	TIDISHIELD TRANSPORT			20170000986	3/29/2017	TIDI Products, LLC
US	TIDI	75/269,006	4/3/1997	2,199,447	10/27/1998	TIDI Products, LLC
US	VENTURE	75/260,377	3/19/1997	2,237,442	4/6/1999	TIDI Products, LLC
US	ACCOLADE	74/422,877	8/10/1993	1,909,082	8/1/1995	TIDI Products, LLC
US	TIDI TOOTH	74/302,292	8/10/1992	1,778,984	6/29/1993	TIDI Products, LLC
US	OMNISORB	74/087,660	8/4/1990	1,687,078	5/12/1992	TIDI Products, LLC
US	FABRICEL	72/299,121	5/27/1968	0,874,323	8/5/1969	TIDI Products, LLC
US	T TIDI (Stylized)	85/090,874	7/22/2010	3,973,172	6/7/2011	TIDI Products, LLC
US	KIDS KRITTERS	85/476,328	11/18/2011	4,284,826	2/5/2013	TIDI Products, LLC

Country	Title/Mark	Application No.	Application Date	Issue/Reg. No.	Issue/Reg. Date	Owner
US	RESPOSABLES	85/707,917	8/20/2012	4,434,799	11/19/2013	TIDI Products, LLC
US	DRI-PERF	85/768,121	10/31/2012	4,398,974	9/10/2013	TIDI Products, LLC
US	TIDISHIELD	86/130,589	11/27/2013	4,713,525	3/31/2015	TIDI Products, LLC
US	Lens Logo	85/847,829	2/12/2013	4,589,535	8/19/2014	TIDI Products, LLC
US	Logo	85/847,822	2/12/2013	4,585,338	8/12/2014	TIDI Products, LLC
US	GRIP-LOK	77/089,737	1/24/2007	3,384,149	2/19/2008	TIDI Products, LLC
US	Dog Bone Logo	86/607,915	4/23/2015	5,276,838	8/29/2017	TIDI Products, LLC
US	C-ARMOR	77/941,305	2/22/2010	3,994,704	7/12/2011	TIDI Products, LLC
US	STERILE-Z	86/269,216	5/1/2014	4,828,029	10/6/2015	TIDI Products, LLC
US	HUGGER	74/084,791	8/1/1990	1,680,218	3/24/1992	TIDI Products, LLC
US	ZERO-GRAVITY	87/234,409	11/11/2016	5,227,463	6/20/2017	TIDI Products, LLC
US	[POSEY] TOTAL LOCATION COVERAGE	86/328,789	7/3/2014	5,324,102	10/31/2017	Posey Products, LLC
US	[POSEY] TLC	86/328,787	7/3/2014	5,296,706	9/26/2017	Posey Products, LLC
US	[POSEY] 2810	87/252,809	11/30/2016	5,273,079	8/22/2017	Posey Products, LLC
US	[POSEY] 2811	87/252,812	11/30/2016	5,273,080	8/22/2017	Posey Products, LLC
US	[POSEY] 2813	87/252,814	11/30/2016	5,273,081	8/22/2017	Posey Products, LLC
US	[POSEY] 2814	87/252,819	11/30/2016	5,273,082	8/22/2017	Posey Products, LLC
US	[POSEY] 2816	87/252,823	11/30/2016	5,273,083	8/22/2017	Posey Products, LLC
US	[POSEY] 2819	87/252,834	11/30/2016	5,273,084	8/22/2017	Posey Products, LLC
US	[POSEY] POSEY Logo	72/096,732	5/9/1960	0,719,717	8/8/1961	Posey Products, LLC
US	[POSEY] POSEY	73/717,674	3/21/1988	1,518,793	1/3/1989	Posey Products, LLC
US	[POSEY] KEEPSAFE	75/668,888	3/25/1999	2,335,542	3/28/2000	Posey Products, LLC
US	[POSEY] HIPSTERS	75/942,447	3/13/2000	2,589,326	7/2/2002	Posey Products, LLC
US	[POSEY] POSEY	78/214,203	2/12/2003	2,817,300	2/24/2004	Posey Products, LLC
US	[POSEY] TWICE-AS-TOUGH	77/619,648	11/21/2008	3,643,007	6/23/2009	Posey Products, LLC
US	[POSEY] PEEK-A-BOO	77/859,744	10/28/2009	3,891,230	12/14/2010	Posey Products, LLC
US	[POSEY] POSEY	77/658,402	1/28/2009	3,875,355	11/16/2010	Posey Products, LLC
US	[POSEY] FIRST IN PATIENT SAFETY	77/761,890	6/17/2009	4,368,787	7/16/2013	Posey Products, LLC

Country	Title/Mark	Application No.	Application Date	Issue/Reg. No.	Issue/Reg. Date	Owner
US	[POSEY] PRO-HEELX	77/761,878	6/17/2009	3,830,334	8/10/2010	Posey Products, LLC
US	[POSEY] SITTER ELITE	77/861,817	10/30/2009	4,154,490	6/5/2012	Posey Products, LLC
US	[POSEY] SECURESLEEVE	86/574,935	3/24/2015	4,929,319	3/29/2016	Posey Products, LLC
US	SKINSLEEVES	85/206,911	12/28/2010	4,953,617	5/10/2016	Posey Products, LLC
US	PENBLADE			4,638,187	11/11/2014	PenBlade, Inc.