

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
D-M-S Holdings, Inc.		11/13/2019	Corporation: DELAWARE
OMNI Acquisition Corp.		11/13/2019	Corporation: DELAWARE
Assurity Brands, LLC		11/13/2019	Limited Liability Company: COLORADO
Briggs Manufactured Products Company, LLC		11/13/2019	Limited Liability Company: DELAWARE
Briggs Medical Service Company		11/13/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	225 South 6th St, Ste 2500
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	5017182	NOURISH BEAUTY
Registration Number:	5016961	NOURISH BEAUTE
Registration Number:	0870959	AMNIHOOK
Registration Number:	0972470	DOUBLE-GRIP
Registration Number:	1250242	HEELBO
Registration Number:	5032900	HEELBO
Registration Number:	0965145	
Registration Number:	0819176	PLASTIBELL
Registration Number:	0963351	READY-ROLLED
Registration Number:	0816180	U-BAG
Registration Number:	1059210	BRIGGS
Registration Number:	4111275	BRIGGS HEALTHCARE
Registration Number:	5202530	BRIGGS INSIDE

OP \$1515.00 5017182

Property Type	Number	Word Mark
Registration Number:	5202531	BRIGGS INSIDE DOCUMENTATION SOLUTIONS FO
Registration Number:	4626041	BRINGING THE WORLD WITHIN REACH
Registration Number:	1392309	CHART FLAGGS
Registration Number:	4625965	GRIPLOC
Registration Number:	1375684	MEDIRULE
Registration Number:	1120033	MILCOM
Registration Number:	2903273	
Registration Number:	3917663	PPRS
Registration Number:	4356204	BACTIX
Registration Number:	5006013	BRAZOS WALKING STICKS
Registration Number:	4310610	DIGISCAN
Registration Number:	1813353	DMI
Registration Number:	0986984	DURO-MED
Registration Number:	2430702	DURO-MED
Registration Number:	3573825	FEVERVUE
Registration Number:	5663172	HABITAT
Registration Number:	4651677	HEALTHSMART
Registration Number:	3011712	HEALTHSMART
Registration Number:	5124723	HEALTHSMART
Registration Number:	2810125	ICE KOLD
Registration Number:	2951154	KOOL PRESS
Registration Number:	2232093	M
Registration Number:	2232096	MABIS
Registration Number:	2232092	MABIS HEALTHCARE INC.
Registration Number:	2401355	MAKING LIFESTYLE PRODUCTS FOR BETTER LIV
Registration Number:	2336124	MATCH MATES
Registration Number:	2458954	
Registration Number:	4625977	POWERSLIDE
Registration Number:	4160891	S.
Registration Number:	4119708	SAFE STEP
Registration Number:	5765628	SOFTLINK COMFORT ID
Registration Number:	2769132	SOL-R HEAT
Registration Number:	2752831	SOL-R HEAT
Registration Number:	3961002	SWITCH STICKS
Registration Number:	1514497	STEIN'S
Registration Number:	2595835	TAKING CARE OF YOUR HEALTHCARE NEEDS
Registration Number:	2674975	TENDER TYKES
Registration Number:	1679850	THERABEADS

Property Type	Number	Word Mark
Registration Number:	1865695	THERABEADS
Registration Number:	4481692	THERA BEADS
Registration Number:	4590457	TWIST AND CLICK
Registration Number:	4625843	UGRIP
Registration Number:	4018826	ZOOTEMPS
Registration Number:	3888543	OMNIMED
Registration Number:	3939482	POWER LIFTER
Registration Number:	1025231	STAT-I.D.
Serial Number:	87136065	HABITAT

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 612-766-6911

Email: susan.carlson@faegrebd.com

Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP

Address Line 1: 90 South 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Susan Carlson

SIGNATURE: /e/ Susan Carlson

DATE SIGNED: 11/13/2019

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of November 13, 2019 by and between the parties listed on the signature pages hereof as Grantors (the "Grantors"), and JPMORGAN CHASE BANK, N.A. (the "Lender").

Briggs Medical Service Company, a Delaware corporation (the "Borrower"), and certain of its subsidiaries are parties with the Lender to (a) a First Amended and Restated Credit Agreement dated as of August 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has agreed to extend credit and make certain financial accommodations to or for the benefit of the Borrower as provided therein; and (b) a First Amended and Restated Pledge and Security Agreement dated as of August 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Borrower and certain of its subsidiaries granted to the Lender a security interest in and to substantially all of their personal property, including, without limitation, certain of the Patent and Trademark Collateral (as defined below).

The Lender has required the execution and delivery of this Agreement to further evidence, as to certain Collateral, the security interest granted under the Security Agreement.

ACCORDINGLY, in consideration of the premises and to induce the Lender to continue to make its extensions of credit to or for the benefit of the Grantors under the Credit Agreement, the Grantors hereby agree with the Lender as follows:

1. Definitions. Terms defined in or pursuant to the Credit Agreement or the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Credit Agreement or the Security Agreement. In addition, the following terms have the meanings set forth below:

"Patent" means any patent or application for patent.

"Patent and Trademark Collateral" means all right, title and interest of each Grantor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks.
- (iii) All accounts and other rights to payment (including, but not limited to, payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

"Specified Patent" means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

"Specified Trademark" means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“Trademark” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest. In order to secure the Obligations, each Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral to the Lender.

3. Representations and Warranties. The Grantors represent and warrant that a Grantor owns each of the Specified Patents and Specified Trademarks indicated with respect to such Grantor on Schedules A and B, respectively, free and clear of any Lien other than Liens permitted under the Loan Documents.

4. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of the Grantors and the Lender with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect. This Agreement and the Lender’s security interest in the Patent and Trademark Collateral shall continue in full force and effect until all of the Obligations have been satisfied in full (other than inchoate contingent Obligations for which no demand has been made) and the Lender has no commitment to make any further advances or grant any other financial accommodations to or for the benefit of the Loan Parties.


6. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Signature pages follow


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

GRANTORS:

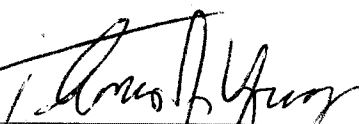
D-M-S HOLDINGS, INC.

By: 
Name: Thomas J. Young
Title: Executive Vice President and CFO


OMNI ACQUISITION CORP.

By: 
Name: Thomas J. Young
Title: Executive Vice President and CFO

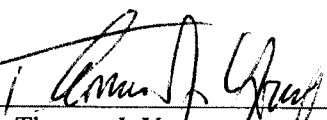
ASSURITY BRANDS, LLC

By: 
Name: Thomas J. Young
Title: Executive Vice President and CFO

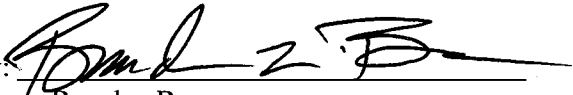
BRIGGS MANUFACTURED PRODUCTS COMPANY, LLC

By: 
Name: Thomas J. Young
Title: Executive Vice President and CFO

BRIGGS MEDICAL SERVICE COMPANY

By: 
Name: Thomas J. Young
Title: Executive Vice President and CFO

JPMORGAN CHASE BANK, N.A., as Lender

By: 
Name: Brandon Brauer
Title: Authorized Officer

PATENTS AND PATENT APPLICATIONS**PATENTS**

Name of Grantor	Patent Description	Patent Number	Issue Date
D-M-S Holdings, Inc.	SLIDING HANDLE REACHER	US 8,777,287	15-Jul-2014
D-M-S Holdings, Inc.	TAMPER EVIDENT BAG FOR MEDICAL STORAGE	US D557,148	11-Dec-2007
Omni Acquisition Inc.	SPINE ROD CLAMPING BODY AND PEDICLE SCREW ASSEMBLY COMPRISING SAME	US 8,979,906	17-Mar-2015
Omni Acquisition Inc.	INTERVERTEBRAL BODY FUSION DEVICE	US D675,736	5-Feb-2013
Omni Acquisition Inc.	INTERVERTEBRAL BODY FUSION IMPLANT DEVICE	US 8,845,727	30-Sep-2014
Omni Acquisition Inc.	BONE FIXATION ASSEMBLY	US 8,545,500	1-Oct-2013
Omni Acquisition Inc.	BONE FUSION DEVICE	US D623,298	7-Sep-2010
Omni Acquisition Inc.	SYSTEM AND METHOD FOR MICRO-INVASIVE TRANSFACET LUMBAR INTERBODY FUSION	US 8,496,661	30-Jul-2013
Omni Acquisition Inc.	STABILIZATION ROD ASSEMBLY FOR SPINE FIXATION AND PROCESS OF MAKING SAME	US 8,894,689	25-Nov-2014
Omni Acquisition Inc.	POLY-AXIAL PEDICLE SCREW IMPLEMENTS AND LOCK SCREW THEREFOR	US 8,382,809	26-Feb-2013
Omni Acquisition Inc.	POLY-AXIAL PEDICLE SCREW ASSEMBLY	US 8,439,923	14-May-2013
Omni Acquisition Inc.	INTERVERTEBRAL BODY FUSION IMPLANT DEVICE	US D650,481	13-Dec-2011
Omni Acquisition Inc.	INTERVERTEBRAL BODY FUSION IMPLANT DEVICE	US D674,900	22-Jan-2013

PATENT APPLICATIONS

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
D-M-S Holdings, Inc.	THERMOMETER INCLUDING COLOR CHANGING ILLUMINATION PORTION	1-Apr-2015	US 15/562,728
D-M-S Holdings, Inc.	HUMIDIFIER MEASUREMENT AND CONTROL	1-Aug-2017	US 15/665,604
D-M-S Holdings, Inc.	HUMIDIFIER LIQUID TANK	1-Aug-2017	US 15/665,611
D-M-S Holdings, Inc.	HUMIDIFIER RESERVOIR FLUID CONTROL	1-Aug-2017	US 15/665,614
D-M-S Holdings, Inc.	HUMIDIFIER USER INTERACTION	1-Aug-2017	US 15/665,616
D-M-S Holdings, Inc.	HUMIDIFIER	1-Aug-2017	US 29/612,426
D-M-S Holdings, Inc.	COMPUTERIZED DISPLAY DEVICE WITH GRAPHICAL USER INTERFACE FOR TARGET HUMIDITY	1-Aug-2017	US 29/612,427

TRADEMARKS AND TRADEMARK APPLICATIONS**TRADEMARKS**

Name of Grantor	Trademark	Registration Date	Registration Number
Assurity Brands, LLC	NOURISH BEAUTY	08/09/2016	5,017,182
Assurity Brands, LLC	NOURISH BEAUTE	08/09/2016	5,016,961
Briggs Manufactured Products Company LLC	AMNIHOOK	06/10/1969	870,959
Briggs Manufactured Products Company LLC	DOUBLE-GRIP	11/06/1973	972,470
Briggs Manufactured Products Company LLC	HEELBO	09/06/1983	1,250,242
Briggs Manufactured Products Company, LLC	HEELBO & Design	08/30/2016	5,032,900
Briggs Manufactured Products Company LLC	Miscellaneous Design (Stylized bird)	07/31/1973	965,145
Briggs Manufactured Products Company LLC	PLASTIBELL	11/22/1966	819,176
Briggs Manufactured Products Company LLC	READY-ROLLED	07/10/1973	963,351
Briggs Manufactured Products Company LLC	U-BAG	10/04/1966	816,180
Briggs Medical Service Company	BRIGGS	02/15/1977	1,059,210
Briggs Medical Service Company	BRIGGS HEALTHCARE	03/13/2012	4,111,275
Briggs Medical Service Company	BRIGGS INSIDE	05/16/2017	5,202,530
Briggs Medical Service Company	BRIGGS INSIDE Documentation Solutions for your EMR System & Design	05/16/2017	5,202,531
Briggs Medical Service Company	BRINGING THE WORLD WITHIN REACH	10/21/2014	4,626,041

Briggs Medical Service Company	CHART FLAGGS & Design	05/06/1986	1,392,309
Briggs Medical Service Company	GRIPLOC	10/21/2014	4,625,965
Briggs Medical Service Company	MEDIRULE	12/17/1985	1,375,684
Briggs Medical Service Company	MILCOM	06/12/1979	1,120,033
Briggs Medical Service Company	Miscellaneous Design (Mother & Child)	11/16/2004	2,903,273
Briggs Medical Service Company	PPRS	02/08/2011	3,917,663
D-M-S Holdings, Inc.	BACTIX	06/25/2013	4,356,204
D-M-S Holdings, Inc.	BRAZOS WALKING STICKS	07/26/2016	5006013
D-M-S Holdings, Inc.	DIGISCAN	03/26/2013	4,310,610
D-M-S Holdings, Inc.	DMI	12/28/1993	1,813,353
D-M-S Holdings, Inc.	DURO-MED	06/25/1974	986,984
D-M-S Holdings, Inc.	DURO-MED	02/27/2001	2,430,702
D-M-S Holdings, Inc.	FEVERVUE	02/10/2009	3,573,825
D-M-S Holdings, Inc.	HABITAT	08/11/2016	5,663,172
D-M-S Holdings, Inc.	HEALTHSMART	12/09/2014	4,651,677
D-M-S Holdings, Inc.	HEALTHSMART	11/01/2005	3,011,712
D-M-S Holdings, Inc.	HEALTHSMART and Design	01/17/2017	5,124,723
D-M-S Holdings, Inc.	ICE KOLD	02/03/2004	2,810,125
D-M-S Holdings, Inc.	KOOL PRESS	05/17/2005	2,951,154
D-M-S Holdings, Inc.	M and Design	03/16/1999	2,232,093
D-M-S Holdings, Inc.	MABIS	03/16/1999	2,232,096
D-M-S Holdings, Inc.	MABIS HEALTHCARE INC.	03/16/1999	2,232,092

D-M-S Holdings, Inc.	MAKING LIFESTYLE PRODUCTS FOR BETTER LIVING	11/07/2000	2,401,355
D-M-S Holdings, Inc.	MATCH MATES	03/28/2000	2,336,124
D-M-S Holdings, Inc.	Miscellaneous Design (Peach logo)	06/12/2001	2,458,954
D-M-S Holdings, Inc.	POWERSLIDE	10/21/2014	4,625,977
D-M-S Holdings, Inc.	S.	06/19/2012	4,160,891
D-M-S Holdings, Inc.	SAFE STEP	03/27/2012	4,119,708
D-M-S Holdings, Inc.	SOFTLINK COMFORT ID	05/28/2019	5,765,628
D-M-S Holdings, Inc.	SOL-R HEAT	09/30/2003	2,769,132
D-M-S Holdings, Inc.	SOL-R HEAT & Design	08/19/2003	2,752,831
D-M-S Holdings, Inc.	SWITCH STICKS	05/17/2011	3,961,002
D-M-S Holdings, Inc.	STEIN'S	11/29/1988	1,514,497
D-M-S Holdings, Inc.	TAKING CARE OF YOUR HEALTHCARE NEEDS	07/16/2002	2,595,835
D-M-S Holdings, Inc.	TENDER TYKES and Design	01/14/2003	2,674,975
D-M-S Holdings, Inc.	THERABEADS	03/17/1992	1,679,850
D-M-S Holdings, Inc.	THERABEADS & Design	12/06/1994	1,865,695
D-M-S Holdings, Inc.	THERABEADS & Design	02/11/2014	4,481,692
D-M-S Holdings, Inc.	TWIST AND CLICK	08/19/2014	4,590,457
D-M-S Holdings, Inc.	UGRIP	10/21/2014	4,625,843
D-M-S Holdings, Inc.	ZOOTEMPS	08/30/2011	4,018,826
Omni Acquisition Corp.	OMNIMED (Stylized)	12/14/2010	3,888,543
Omni Acquisition Corp.	POWER LIFTER (Stylized)	04/05/2011	3,939,482
Omni Acquisition Corp.	STAT-I.D.	11/18/1975	1,025,231

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
D-M-S Holdings, Inc.	HABITAT	08/11/2016	87136065