

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exogen, Inc.		12/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1463389	SAFHS	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<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:	7043734640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon Street		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724-1516		
NAME OF SUBMITTER:	Betty G. Smith		
SIGNATURE:	/Betty G. Smith/		
DATE SIGNED:	12/06/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 6, 2019 (this “Agreement”), is made by Exogen, Inc., a Delaware corporation (the “Grantor”), with an address of 4721 Emperor Blvd., Suite 400, Durham, North Carolina 27703, in favor of Wells Fargo Bank, National Association, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”), with an address of 1525 West W.T. Harris Blvd., Charlotte, North Carolina 28262.

WHEREAS, the Grantor entered into a Pledge and Security Agreement dated as of December 6, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), among the Grantor and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

I. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

II. Grant of Security Interest in Trademark Collateral

A. Grant of Security. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all United States registered Trademarks and Trademark applications of the Grantor including those listed in Schedule A hereto, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”) as collateral security for the Secured Obligations.

B. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 U.S.C. § 1051(b), prior to the filing and acceptance by the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law.

III. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and

the Grantor hereby acknowledges and affirms 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

IV. Recordation

The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

V. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

THE PROVISIONS OF THE CREDIT AGREEMENT UNDER THE HEADINGS “CONSENT TO JURISDICTION” AND “WAIVER OF JURY TRIAL” ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.


VI. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

EXOGEN, INC.

By: 
Name: Gregory Anglum
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (Exogen)]

TRADEMARK

REEL: 006810 FRAME: 0541

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: *Lindsey Stuckey*
Name: Lindsey Stuckey
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS:

Grantor	Filing No.	Registration No.	Trademark
Exogen, Inc.	73/650974	1463389	SAFHS

OTHER TRADEMARKS

Registrations:

None.

Applications:

None.