

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enovate Medical, LLC		04/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5382296	ENCORE BY ENOVATE	
Registration Number:	5419638	ENCORE	
Registration Number:	5565980	RHYTHM	
Registration Number:	4222811	SYDEKICK	
Registration Number:	5582102	ENVOY	
Registration Number:	5676457	AUTOTRAX	
Registration Number:	2285867	INTEGRITI	
Registration Number:	2483097	LEVITATOR	
Registration Number:	2956420	INTEGRITI	
Registration Number:	3661430	SLIMLINE	
Registration Number:	3761569	MOBIUSPOWER	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7798		
Email:	ablekhman@vedderprice.com		
Correspondent Name:	Aida Blekhman		

CH \$290.00 5382296

TRADEMARK

Address Line 1: Vedder Price P.C.
Address Line 2: 222 North LaSalle Street, Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 31656.00.0115 Burke

NAME OF SUBMITTER: Aida Blekhman

SIGNATURE: /Aida Blekhman/

DATE SIGNED: 04/20/2020

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) dated as of April 20, 2020 is executed and delivered by **ENOVATE MEDICAL, LLC** a Delaware limited liability company (“**Grantor**”), in favor of **ALLY BANK**, successor-in-interest to Fifth Third Bank, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, “**Administrative Agent**”) for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement. This Agreement is in addition to, and not in replacement of, any trademark security agreement entered into prior to the date hereof.

RECITALS:

WHEREAS, Grantor has adopted, used and is using the Trademarks set forth on Annex I hereto (collectively, the “**Registered Trademarks**”);

WHEREAS, Grantor has executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties that certain Amended and Restated Guaranty, Pledge and Security Agreement dated as of July 9, 2013 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of all Grantor’s Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. **Incorporation of Guaranty, Pledge and Security Agreement.** The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the prompt and complete payment, performance and observance of all Grantor’s Secured Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof: all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

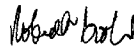
(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.

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- Signature Page(s) Follow -*

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

ENOVATE MEDICAL, LLC, a Delaware
limited liability company



By: _____

Robert Brolund
Chief Executive Officer

ANNEX 1

Registered Trademarks

Trademark	Registration No.	Registration Date	Current Owner
ENCORE BY ENOVATE	5382296	January 16, 2018	Enovate Medical, LLC
ENCORE	5419638	March 6, 2018	Enovate Medical, LLC
RHYTHM	5565980	September 18, 2018	Enovate Medical, LLC
SYDEKICK	4222811	October 9, 2012	Enovate Medical, LLC
ENVOY	5582102	October 9, 2018	Enovate Medical, LLC
AUTOTRAX	5676457	February 12, 2019	Enovate Medical, LLC
INTEGRITI	2285867	October 12, 1999	Enovate Medical, LLC
LEVITATOR	2483097	August 28, 2001	Enovate Medical, LLC
INTEGRITI	2956420	May 31, 2005	Enovate Medical, LLC
SLIMLINE	3661430	July 28, 2009	Enovate Medical, LLC
MOBIUSPOWER	3761569	March 16, 2010	Enovate Medical, LLC