

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594076

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SHIPPERT ENTERPRISES, LLC		08/25/2020	Limited Liability Company: COLORADO
SUMMIT MEDICAL, LLC		08/25/2020	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	CIBC BANK USA, as Administrative Agent
Street Address:	120 South LaSalle Street
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	State Bank: ILLINOIS

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1392241	THE DENVER SPLINT
Registration Number:	1441132	RHINO ROCKET
Registration Number:	1794213	EXPANDACELL
Registration Number:	1843570	HOTSY
Registration Number:	1951886	SPEEDI-PEDI
Registration Number:	1951887	SPEEDI-WICK
Registration Number:	2035954	SPEEDI-PAK
Registration Number:	2124192	VENTI-PAK
Registration Number:	2155357	MEDWICK
Registration Number:	2187352	PRESS-PAK
Registration Number:	2263666	SIDEOUT
Registration Number:	2365100	SLIK-PAK
Registration Number:	2371564	VAC-WICK
Registration Number:	2465639	PURE PAK
Registration Number:	2848794	BIPLANE
Registration Number:	2882539	FREEGLIDE
Registration Number:	3160819	TISSU-TRANS

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3896360	TISSU-TRANS FILTRON
Registration Number:	4074992	TISSU-TRANS SYRINGE FILL
Registration Number:	3178462	M.V.P.LUG
Registration Number:	4309161	INSTRUSAFE
Registration Number:	4305348	INSTRU-ZYME
Serial Number:	88809394	HOLD-DOWNS
Registration Number:	4305349	HOLD-ITS
Registration Number:	4668307	ROUNDERS
Registration Number:	4882281	POINT GUARDS
Registration Number:	4942712	
Registration Number:	4465176	AQUAVAGE
Registration Number:	5747797	PALPUMP

CORRESPONDENCE DATA

Fax Number: 3126095005

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: 312-609-7943

Email: skowalski@vedderprice.com

Correspondent Name: Sylvia Kowalski

Address Line 1: 222 N. LASALLE STREET - 24TH FLOOR

Address Line 4: CHICAGO, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 40180000142- Robot

NAME OF SUBMITTER: Sylvia Kowalski

SIGNATURE: /Sylvia Kowalski/

DATE SIGNED: 08/25/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 25th day of August, 2020, by SHIPPERT ENTERPRISES, LLC, a Colorado limited liability company and SUMMIT MEDICAL, LLC, a Minnesota limited liability company (individually each referred to herein as a "Grantor" and collectively referred to herein as "Grantors"); in favor of CIBC BANK USA, in its capacity as administrative agent for itself and the Lenders (as defined in the Credit Agreement (defined below)) and (to the extent provided in the Guaranty and Collateral Agreement (defined below)), their Affiliates ("Administrative Agent");

W I T N E S S E T H:

WHEREAS, Grantors, certain affiliates of Grantors, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantors, by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantors agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), pursuant to which Grantors granted to Administrative Agent, for its benefit and the benefit of the Lenders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a security interest in substantially all of the assets of Grantors including, without limitation, all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications and all renewals, extensions and continuations of the foregoing (the "Trademarks"), together with the goodwill of the business symbolized by Grantors' Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Guaranty and Collateral Agreement. The Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantors hereby grant to Administrative Agent, for its benefit and the benefit of the Lenders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in Grantors' entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

4. 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. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.


5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature Pages Follow]


IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GRANTORS:

SHIPPERT ENTERPRISES, LLC, a
Delaware limited liability company

By: 
Name: Don Pierce
Title: Chairman

SUMMIT MEDICAL, LLC, a Minnesota
limited liability company

By: 
Name: Don Pierce
Title: Chairman

Signature Page to Trademark
Security Agreement

TRADEMARK
REEL: 007035 FRAME: 0288

Agreed and Accepted as of the Date First Written Above

ADMINISTRATIVE AGENT:

CIBC BANK USA

By: Alison Murphy

Name: Alison Murphy

Title: Managing Director

Signature Page to Trademark
Security Agreement

TRADEMARK
REEL: 007035 FRAME: 0289

SCHEDULE A

TRADEMARK REGISTRATIONS

(See attached)

**U.S. TRADEMARK REGISTRATIONS
SHIPPERT ENTERPRISES, LLC**

Mark	Class/ Description	Jurisdiction	Registration No.	Registration Date
THE DENVER SPLINT	Class 010 - nasal splints	United States	1,392,241	May 6, 1986
RHINO ROCKET	Class 010 - nasal pack syringes	United States	1,441,132	June 2, 1987
EXPANDACELL	Class 010 - medical absorbent pads for absorbing blood	United States	1,794,213	Sep. 21, 1993
HOTSY	Class 010 -cauterizing instruments	United States	1,843,570	July 5, 1994
SPEEDI-PEDI	Class 005 - nasal packs	United States	1,951,886	Jan. 23, 1996
SPEEDI-WICK	Class 005 - ear packs	United States	1,951,887	Jan. 23, 1996
SPEEDI-PAK	Class 010 - body cavity products used for absorbing blood	United States	2,035,954	Feb. 4, 1997
VENTI-PAK	Class 010 - medical device comprised of absorbent foam pad with airway tube to permit patient breathing	United States	2,124,192	Dec. 23, 1997
MEDWICK	Class 010 - apparatus for delivery of medication and irrigating fluid to nasal and sinus cavities, comprised of one or more tubes and foam material	United States	2,155,357	May 5, 1998
PRESS-PAK	Class 005 - foam pad attached to the outer skin to absorb blood during or after bleeding	United States	2,187,352	Sep. 8, 1998
SIDEOUT	Class 010 - applicators for inserting foam packs in body cavities	United States	2,263,666	July 20, 1999
SLIK-PAK	Class 005 - wound dressings in the nature of absorbent packs and absorbent body cavity packs	United States	2,365,100	July 4, 2000
VAC-WICK	Class 010 - medical apparatus for delivery of medication and irrigating fluid to nasal and sinus cavities and for removal of blood and other fluid from nasal and sinus cavities, comprised of one or more tubes and foam material	United States	2,371,564	July 25, 2000
PURE PAK	Class 010 - absorbent packs for body cavities used for absorbing body fluids	United States	2,465,639	July 3, 2001
BIPLANE	Class 020 - Non-metal handles for medical devices, sporting equipment, gardening tools and kitchen utensils	United States	2,848,794	June 1, 2004

Mark	Class/ Description	Jurisdiction	Registration No.	Registration Date
FREEGLIDE	Class 010 -Medical devices, namely, devices with cannulas for surgery	United States	2,882,539	Sep. 7, 2004
TISSU-TRANS	Class 010 - surgical instruments for use in harvesting of fat for transfer of fat to another part of the body; surgical instruments for use in harvesting and transferring of fat	United States	3,160,819	Oct. 17, 2006
TISSU-TRANS FILTRON	Class 010 - Surgical instruments for use in harvesting and transferring of fat and for use in harvesting of fat for transfer of fat to another part of the body	United States	3,896,360	Dec. 28, 2010
TISSU-TRANS SYRINGE FILL	Class 010 - Surgical and medical apparatus and instruments for use in liposuction surgery	United States	4,074,992	Dec. 20, 2011
M.V.P.LUG	Class 005 - medical dressings, namely, nasal packs and kits containing nasal packs for controlling nasal blood flow in the nature of medical dressings, applicators for inserting nasal packs into the nose and gauze	United States	3,178,462	Nov. 28, 2006

SUMMIT MEDICAL, LLC

MARK	Serial Number	Filing Date	Reg. No.	Reg. Date
INTRUSAFE	85/717,324	08/30/2012	4,309,161	03/26/2013
INSTRU-ZYME	85/717,317	08/30/2012	4,305,348	03/19/2013
HOLD-DOWNS	88/809,394	02/25/20		
HOLD-ITS	85/717,328	08/30/2012	4,305,349	03/19/2013
ROUNDERS	86/006,880	07/10/2013	4,668,307	01/06/2015
POINT GUARDS	86/253,968	04/16/2014	4,882,281	01/05/2016
Design Only	86/557,418	03/09/2015	4,942,712	04/19/2016
AQUAVAGE	85,908,805	04/18/2013	4,465,176	01/14/2014
PALPUMP	88/030,669	07/09/2018	5747797	07/09/2018