

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595174

| | | | |
|---|---|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Summit Medical, LLC | | 08/25/2020 | Limited Liability Company: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Resolute Capital Partners Fund IV, L.P. | | |
| Street Address: | 40 Burton hills Blvd., Suite 250 | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37215 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| 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: | 6152483010 | | |
| <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: | 6152523552 | | |
| Email: | mward@bradley.com | | |
| Correspondent Name: | Mary Ward | | |
| Address Line 1: | 1600 Division Street Suite 700 | | |
| Address Line 4: | Nashville, TENNESSEE 37203 | | |
| NAME OF SUBMITTER: | Mary Ward | | |

OP \$240.00 4309161

| | |
|---|-------------|
| SIGNATURE: | /Mary Ward/ |
| DATE SIGNED: | 09/01/2020 |
| Total Attachments: 7 source=Summit Medical Trademark Security Agreement#page1.tif source=Summit Medical Trademark Security Agreement#page2.tif source=Summit Medical Trademark Security Agreement#page3.tif source=Summit Medical Trademark Security Agreement#page4.tif source=Summit Medical Trademark Security Agreement#page5.tif source=Summit Medical Trademark Security Agreement#page6.tif source=Summit Medical Trademark Security Agreement#page7.tif | |

THIS TRADEMARK SECURITY AGREEMENT AND THE INDEBTEDNESS AND LIENS EVIDENCED HEREBY ARE SUBORDINATE, IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “SUBORDINATION AGREEMENT”) DATED AS OF AUGUST 25, 2020, BETWEEN RESOLUTE CAPITAL PARTNERS FUND IV, L.P. AND CIBC BANK USA, AND ACKNOWLEDGED BY, AMONG OTHERS, SHIPPERT ENTERPRISES, LLC AND SUMMIT MEDICAL, LLC, TO THE SENIOR INDEBTEDNESS (AS DEFINED IN SUCH SUBORDINATION AGREEMENT); AND EACH HOLDER OF THIS TRADEMARK SECURITY AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of this 25th day of August, 2020, by SHIPPERT ENTERPRISES, LLC, a Delaware 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 RESOLUTE CAPITAL PARTNERS FUND IV, L.P., 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 Subordinated 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 Subordinated 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 Guaranty and Collateral Agreement, the Guaranty and Collateral 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

Agreed and Accepted as of the Date First Written Above

ADMINISTRATIVE AGENT:

RESOLUTE CAPITAL PARTNERS
FUND IV, L.P.

By: RESOLUTE CAPITAL SBIC
PARTNERS IV, L.L.C., General Partner

By: William Hiltner
Manager

Signature Page to Trademark
Security Agreement

TRADEMARK
REEL: 007038 FRAME: 0940

SCHEDULE A

TRADEMARKS

(each held by 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 |
| 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 |

Signature Page to Trademark
Security Agreement

TRADEMARK
REEL: 007038 FRAME: 0942

TRADEMARK APPLICATIONS

(each held by Summit Medical, LLC)

| MARK | Serial Number | Filing Date | Reg. No. | Reg. Date |
|---------------------|----------------------|--------------------|-----------------|------------------|
| INSTRUSAFE | 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 |

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