

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Salter Labs, LLC		09/18/2020	Limited Liability Company:
Ventlab, LLC		09/18/2020	Limited Liability Company:
Westmed, Inc.		09/18/2020	Corporation:
Sunmed Holdings, LLC		09/18/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Administrative Agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	85088327	TO LIFE!	
Serial Number:	76582830	PARKER FLEX-TIP	
Serial Number:	76103107	TRACHVIEW	
Serial Number:	75849453	INNOVATION IN INTUBATION	
Serial Number:	75011227	P	
Serial Number:	74008972	INFU-SURG	
Serial Number:	85620510	FLOCAP	
Serial Number:	86823611	COMFORT SOFT PLUS	
Serial Number:	77037760	CO2 EASY	
Serial Number:	76574359	MOSQUITO	
Serial Number:	75268472	CIRCULAIRE	
Serial Number:	74535900	MINIHEART	
Serial Number:	74520100	HEART	
Serial Number:	73721619	BAGEASY	
CORRESPONDENCE DATA			

OP \$365.00 85088327

Fax Number: 4044435599

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.

Email: tlockley@mcguirewoods.com

Correspondent Name: Tequira Lockley - Paralegal

Address Line 1: 1230 Peachtree Street, N.E., Suite 2100

Address Line 2: McGuireWoods LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060236.0026
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NAME OF SUBMITTER:	Tequira Lockley
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SIGNATURE:	//Tequira Lockley//
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DATE SIGNED:	09/18/2020
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 18, 2020, is made by and among the Grantors identified as such on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Capital One, National Association ("CONA"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below), with offices at 2 Bethesda Metro Center, Suite 600, Bethesda, MD 20814 and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 30, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the **SALTER LABS LLC**, a California limited liability company ("Salter Labs"), **SUNMED HOLDINGS, LLC**, a Michigan limited liability company ("Sun Med"), **WM ACQUISITION CORPORATION**, a Colorado corporation ("WMA" and prior to the consummation of the Westmed Acquisition (as defined in the Credit Agreement) and the Borrower Assumption (as defined in the Credit Agreement), collectively with Salter Labs and Sun Med, the "Initial Borrowers") and immediately after giving effect to the Westmed Purchase Agreement (as defined in the Credit Agreement), **WESTMED HOLDING COMPANY**, a Colorado corporation ("Westmed Holdings", and collectively, with Salter Labs, Sun Med, and WMA, the "Borrowers" and each individually as a "Borrower"), **SUNMED GROUP HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, CONA as the Revolving Agent and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of August 30, 2019 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

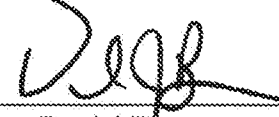
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

~~SALTER LABS, LLC~~, as a Grantor

By: 
Name: Daniel Bowen
Title: Chief Executive Officer

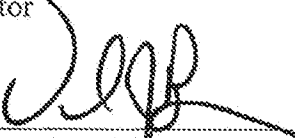
~~VENTLAB, LLC~~, as a Grantor

By: 
Name: Daniel Bowen
Title: Chief Executive Officer

~~WESTMED, INC.~~, as a Grantor


By: 
Name: Daniel Bowen
Title: Chief Executive Officer

~~SUNMED HOLDINGS, LLC~~, as a Grantor

By: 
Name: Daniel Bowen
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Peter Itz
Title: Duly Authorized Signatory

SALTER LABS
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 007057 FRAME: 0563

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK NAME	SERIAL NUMBER	FILING DATE	OWNER	REGISTRATION NUMBER
TO LIFE!	85088327	7/20/2010	Salter Labs, LLC	3930991
PARKER FLEX-TIP	76582830	3/24/2004	Salter Labs, LLC	2956745
TRACHVIEW	76103107	8/4/2000	Salter Labs, LLC	2533037
INNOVATION IN INTUBATION	75849453	11/16/1999	Salter Labs, LLC	2502913
P	75011227	10/27/1995	Salter Labs, LLC	2285753
INFU-SURG	74008972	12/8/1989	Ventlab Holdings, LLC presently Sunmed Holdings, LLC	1651180
FLOCAP	85620510	5/9/2012	Ventlab, LLC	4518329
COMFORT SOFT PLUS	86823611	11/17/2015	Westmed, Inc.	5011758
CO2 EASY	77037760	11/6/2006	Westmed, Inc.	3395431
MOSQUITO	76574359	2/6/2004	Westmed, Inc.	3268752
CIRCULAIRE	75268472	4/3/1997	Westmed, Inc.	2144663
MINIHEART	74535900	6/8/1994	Westmed, Inc.	1898790
HEART	74520100	5/2/1994	Westmed, Inc.	1884808
BAGEASY	73721619	4/11/1988	Westmed, Inc.	1530724