

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM604345

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Apothecom ScopeMedical Inc.		09/23/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada		
<b>Street Address:</b>	20 King Street West, 4th Floor		
<b>Internal Address:</b>	Agency Services Group		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	National Banking Association: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4531525	APOTHECOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129096836		
<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>			
<b>Phone:</b>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Christine Shu Gilleland, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Christine Shu Gilleland		
<b>SIGNATURE:</b>	/Christine Shu Gilleland/		
<b>DATE SIGNED:</b>	10/22/2020		
<b>Total Attachments: 5</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

**(Trademark Registrations and Trademark Applications)**

September 23 2020

WHEREAS, Apothecom ScopeMedical Inc., a Delaware corporation (herein referred to as the "Grantor"), owns, or in the case of licenses is a party to, the Intellectual Property Collateral set forth in Schedule 1 hereto;

WHEREAS, the Grantor, among others, certain lenders and RBC Europe Limited, as facility agent, are parties to a Second Lien Facilities Agreement dated 7 May 2020 (as amended by that amendment and restatement agreement, dated as of 11 September 2020 and as further amended, supplemented, waived or otherwise modified from time to time, the "Second Lien Facilities Agreement"); and

WHEREAS, pursuant to (i) a Second Lien Security Agreement dated as of May 7, 2020 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and Royal Bank of Canada, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including in all right, title and interest of the Grantor in, to and under the Intellectual Property (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the Intellectual Property set forth on Schedule 1 hereto and all proceeds and products thereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York

or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

*[Remainder of page left blank intentionally; signatures follow.]*

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

APOTHECOM SCOPEMEDICAL INC.,  
as Grantor

By:  \_\_\_\_\_

Name: Rob Henderson  
Title: Financial Controller

[Signature Page to Second Lien IP Security Agreement Supplement]

Acknowledged:

ROYAL BANK OF CANADA,  
as Security Agent

By:   
Name: Rodica Dutka  
Title: Manager, Agency

**SCHEDULE 1**  
**TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ApotheCom	4531525	May 20, 2014