

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610828

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Med-Equip, LLC		11/24/2020	Limited Liability Company: TEXAS
Martab Physicians & Hospital Supply Co.		11/24/2020	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Audax Private Debt LLC
Street Address:	101 Huntington Avenue
Internal Address:	25th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	88775006	
Registration Number:	5495899	
Registration Number:	5495898	EQUIPPED FOR SUCCESS.
Registration Number:	3721694	SMARTS ONLINE
Registration Number:	5593659	SMARTS
Registration Number:	5593655	STAR TRAX
Registration Number:	5593658	STAR TRAX
Registration Number:	5445320	US MED-EQUIP
Registration Number:	5497610	US MED-EQUIP EQUIPPED FOR SUCCESS.
Registration Number:	5506526	USMED-EQUIP
Registration Number:	5506525	USMED-EQUIP EQUIPPED FOR SUCCESS.
Registration Number:	4857801	MARTRAK
Registration Number:	4857727	MARTRAK
Registration Number:	4270759	ASSET EASE
Registration Number:	4270758	ASSET EASE

CH \$390.00 88775006

CORRESPONDENCE DATA**Fax Number:** 2024083141*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:** 2024083141**Email:** jean.paterson@cscglobal.com**Correspondent Name:** CSC**Address Line 1:** 1090 Vermont Avenue, NW**Address Line 4:** Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	11/25/2020
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Total Attachments: 8

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of November 24, 2020, is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of AUDAX PRIVATE DEBT LLC (“**Audax**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “**Initial Borrower**”), ORG USME BUYER, LLC, a Delaware limited liability company (from and after the consummation of the Closing Date Merger, together with the Initial Borrower, the “**Borrower**”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“**Holdings**”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or hereafter designated as Guarantors pursuant to Section 9.10 therein, the Lenders from time to time party thereto and Audax, as Administrative Agent and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit, in each case, upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of November 24, 2020, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any "intent-to-use" application for a trademark registration shall not be deemed Collateral or Trademark Collateral unless and until a "statement of use" or "amendment to allege use" is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the applicable Grantor in such trademarks is no longer on an "intent-to-use" basis, at which time such trademarks shall automatically be deemed "Trademark Collateral" hereunder.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER 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, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

US MED-EQUIP, LLC,
a Texas limited liability company,
as a Grantor

By: 
Name: Jorge Ordonez

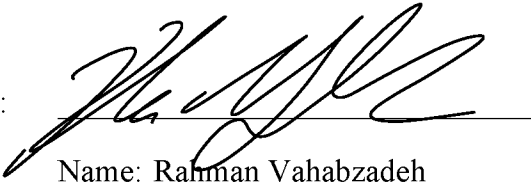
Title: Treasurer and Secretary

MARTAB PHYSICIANS & HOSPITAL SUPPLY
CO., a New Jersey corporation,
as a Grantor

By: 
Name: Jorge Ordonez

Title: Treasurer and Secretary

AUDAX PRIVATE DEBT LLC, as Collateral Agent




By: 




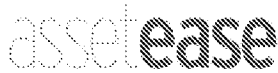
Name: Rahman Vahabzadeh

Title: Authorized Signatory

SCHEDULE A

U.S. Trademarks and Applications

Grantor	Mark	Jurisdiction	App. No./ Reg. No.	App. Date/ Reg. Date	Status
US Med-Equip, LLC	Design Only 	United States	88775006	January 27, 2020	Pending
US Med-Equip, LLC	Design Only 	United States	5495899	June 19, 2018	Registered
US Med-Equip, LLC	EQUIPPED FOR SUCCESS.	United States	5495898	June 19, 2018	Registered
US Med-Equip, LLC	SMARTS ONLINE	United States	3721694	December 8, 2009	Cancelled
US Med-Equip, LLC	SMARTS and Design 	United States	5593659	October 30, 2018	Registered
US Med-Equip, LLC	STAR TRAX	United States	5593655	October 30, 2018	Registered
US Med-Equip, LLC	STAR TRAX and Design	United States	5593658	October 30, 2018	Registered

Grantor	Mark	Jurisdiction	App. No./ Reg. No.	App. Date/ Reg. Date	Status
					
US Med-Equip, LLC	US MED-EQUIP	United States	5445320	April 10, 2018	Registered
US Med-Equip, LLC	US MED-EQUIP EQUIPPED FOR SUCCESS.	United States	5497610	June 19, 2018	Registered
US Med-Equip, LLC	USMED-EQUIP and  Design	United States	5506526	July 3, 2018	Registered
US Med-Equip, LLC	USMED-EQUIP EQUIPPED FOR SUCCESS. and Design 	United States	5506525	July 3, 2018	Registered
Martab Physicians & Hospital Supply Co.		United States	4857801	November 24, 2015	Registered
Martab Physicians & Hospital Supply Co.	MARTRAK	United States	4857727	November 24, 2015	Registered
Martab Physicians & Hospital Supply Co.		United States	4270759	January 08, 2013	Registered

Grantor	Mark	Jurisdiction	App. No./ Reg. No.	App. Date/ Reg. Date	Status
Martab Physicians & Hospital Supply Co.	ASSETEASE	United States	4270758	January 08, 2013	Registered