

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM613910

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEDSCOPE AMERICA CORPORATION		12/01/2020	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	120 SOUTH LASALLE STREET		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Banking Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2598373	MEDSCOPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	lvincent@mcguirewoods.com		
<b>Correspondent Name:</b>	Stephanie A. Martinez		
<b>Address Line 1:</b>	800 East Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	smartinez@mcguirewoods.com		
<b>SIGNATURE:</b>	/Stephanie Martinez/		
<b>DATE SIGNED:</b>	12/11/2020		
<b>Total Attachments: 4</b>			
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**ACKNOWLEDGEMENT OF SECURITY INTEREST IN TRADEMARKS**

THIS ACKNOWLEDGEMENT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), dated as of December 1, 2020, is made by MEDSCOPE AMERICA CORPORATION, a Pennsylvania corporation (the “Grantor”) in favor of CIBC BANK USA, an Illinois banking corporation (the “Lender”).

**WITNESSETH:**

WHEREAS, Grantor entered into that certain Loan and Security Agreement dated as of the date hereof in favor of the Lender (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Loan Agreement);

WHEREAS, pursuant to the Loan Agreement, Grantor granted to the Lender a security interest in the Grantor’s Intellectual Property (as defined in the Loan Agreement), including, without limitation, Trademarks and Trademark Licenses; and

WHEREAS, the 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, the parties hereto agree as follows:

SECTION 1. Grant of Security Interest. Grantor hereby confirms that pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Trademarks and Trademark Licenses of the Grantor (including, without limitation, those items listed on Schedule A hereto), any and all goodwill associated therewith, and all proceeds and products of any and all of the Trademarks of the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Loan Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Loan Agreement. The Loan Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgement. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks are fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its conflict of laws principles.

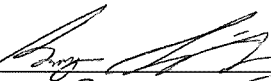
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.

GRANTOR:

**MEDSCOPE AMERICA CORPORATION**

By:   
Name: Gregory Smith  
Title: President

[Signature page to Acknowledgment of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007135 FRAME: 0343**

Acknowledged and accepted by:

LENDER:

**CIBC BANK USA**

By:   
Name: Mark Grudzien  
Title: Managing Director

SCHEDULE A

TRADEMARKS

U.S. Registered Trademarks

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REGISTRATION DATE</b> <i>(DATE OFFICIALLY COMPLETED TRADEMARK PROCESS)</i>
MEDSCOPE	75632101 / 2598373	July 23, 2002