

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioDerm, Inc.		12/30/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC, as Administrative Agent		
Street Address:	335 Madison Avenue		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4121106	SAFE N' DRY	
Registration Number:	2012135	BIODERM	
Registration Number:	5129122	BIODERM	
Registration Number:	6033093	FREEDERM	
Registration Number:	5128749	CATHGRIP	
Serial Number:	88646458	WCR WOUNDCARE RESOURCES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6175743518		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey A. Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		
SIGNATURE:	/Stacey A. Mordas/		
DATE SIGNED:	12/30/2020		

OP \$165.00 4121106

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 30, 2020, is made by BIODERM, INC., a Florida corporation (the “Grantor”), in favor of Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among BioDerm Merger Sub, Inc. (the “Initial Borrower”), Grantor, Administrative Agent and the financial institutions from time to time party thereto (the “Lenders”), the Lenders have severally agreed to make extensions of credit to the Initial Borrower and Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Initial Borrower, Grantor, the other entities party thereto, and the Administrative Agent have entered into that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Credit Agreement and the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of the Grantor’s right, title and interest in, to and under, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”), all of its Trademarks, including those referred to on Schedule I hereto, excluding only intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
3. **GUARANTEE AND COLLATERAL AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

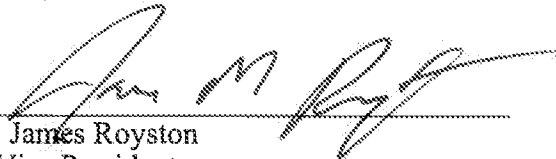
6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

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

GRANTOR:

BIODERM, INC.


By: 
Name: James Royston
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007150 FRAME: 0028

ADMINISTRATIVE AGENT:

ABACUS FINANCE GROUP, LLC
as Administrative Agent

By: 
Name: _____
Title: Eric Petersen
Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Number	Registration Date
BioDerm, Inc.	Safe N ^o Dry (Word Mark)	4,121,106	April 3, 2012
BioDerm, Inc.	BioDerm (Logo)	2,012,135	October 29, 1996
BioDerm, Inc.	BioDerm (Word Mark)	5,129,122	January 24, 2017
BioDerm, Inc.	FreeDerm (Word Mark)	6,033,093	April 14, 2020
BioDerm, Inc.	CathGrip (Word Mark)	5,128,749	January 24, 2017

TRADEMARK APPLICATIONS

Grantor	Trademark	Application Number	Application Date
BioDerm, Inc.	Wound Care Resources (Word Mark)	88/646,458	October 8, 2019