

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CardiacAssist, Inc.		12/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ACF FINCO I LP, as Collateral Agent		
Street Address:	560 White Plains Road, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5131790	PROTEK DUO	
Registration Number:	5282077	PROTEK SOLO	
Registration Number:	2884588	TANDEMHEART	
Registration Number:	5064789	TANDEMLIFE	
Registration Number:	5050270	TANDEMLUNG	
Registration Number:	5162306	VOYAGERVEST	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	12/30/2020		

CH \$165.00 5131790

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2020 (“Trademark Security Agreement”), made by CARDIACASSIST, INC., a Delaware corporation, (“Grantor”), is in favor of ACF FINCO I LP, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, Grantor is party to the Guarantee and Collateral Agreement dated as of December 30, 2020 (the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent and ACF FINCO I LP, as administrative agent (in such capacity, the “Administrative Agent”), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has created in favor of the Collateral Agent a security interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrowers thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and provide financial accommodation, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under United States registered and applied-for Trademarks now owned or at any time hereafter acquired by Grantor, including, without limitation, each United States Trademark registration or application set forth on Schedule I hereto (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations. Notwithstanding anything in the foregoing, no security interest is granted hereunder with respect to intent-to-use trademark applications filed pursuant to Section 1(b) of the Lanham Act, prior to the filing and acceptance of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act with respect thereto. For the avoidance of doubt, the foregoing grant is merely a grant of a security interest and shall not be deemed an assignment.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any

provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent pursuant to this Agreement is expressly subject and subordinate to the Liens and security interests granted in favor of the Term Lenders (as defined in the Intercreditor Agreement), including Liens and security interests granted to the Term Agent pursuant to the Term Loan Documents and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

The term of this Trademark Security Agreement shall be co-terminus with the Guarantee and Collateral Agreement.

Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail (in “.pdf” or similar format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

Accepted and Agreed:

ACF FINCO I LP, as Collateral Agent

By: 

Name: *Oleh Seccypak*
Title: Authorized Signer

[LivaNova -- Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007151 FRAME: 0550

TRADEMARKS

Trademark Registrations and Applications

OWNER/REGISTRANT	TRADEMARK	APPLICATION NO	FILING DATE	REGISTRATION NO	REGISTRATION DATE
CARDIACASSIST, INC.	PROTEK DUO	86934746	9-Mar-16	5131790	31-Jan-17
CARDIACASSIST, INC.	PROTEK SOLO	86934714	9-Mar-16	5282077	5-Sep-17
CARDIACASSIST, INC.	TANDEMHEART	76124838	8-Sep-00	2884588	14-Sep-04
CARDIACASSIST, INC.	TANDEMLIFE	86417701	8-Oct-14	5064789	18-Oct-16
CARDIACASSIST, INC.	TANDEMLUNG	86346986	24-Jul-14	5050270	27-Sep-16
CARDIACASSIST, INC.	VOYAGERVEST	86842315	8-Dec-15	5162306	14-Mar-17

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