

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618121

<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>
Minnetronix Medical, Inc.		12/31/2020	Corporation: MINNESOTA
Minnetronix Neuro, Inc.		12/31/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Horizon Bank, as Administrative Agent		
<b>Street Address:</b>	211 Franklin Road, Suite 300		
<b>City:</b>	Brentwood		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37027		
<b>Entity Type:</b>	Tennessee state bank: TENNESSEE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2173479	MINNETRONIX	
<b>Registration Number:</b>	4114968	MINNETRONIX	
<b>Registration Number:</b>	5524749	MINNETRONIX	
<b>Registration Number:</b>	5534521	MINNETRONIX	
<b>Registration Number:</b>	2223680	MINNETRONIX	
<b>Registration Number:</b>	5788752	ACCELERATING MEDICAL BREAKTHROUGHS	
<b>Registration Number:</b>	5788753	ACCELERATING MEDICAL BREAKTHROUGHS	
<b>Registration Number:</b>	5788754	ACCELERATING BREAKTHROUGHS	
<b>Registration Number:</b>	5788755	ACCELERATING BREAKTHROUGHS	
<b>Registration Number:</b>	5698778		
<b>Registration Number:</b>	5698779		
<b>Registration Number:</b>	5698780		
<b>Registration Number:</b>	5994369	MINNETRONIX	
<b>Registration Number:</b>	5994371	ACCELERATING BREAKTHROUGHS	
<b>Registration Number:</b>	5994370		
<b>Registration Number:</b>	2786278	THINKING MEDICAL SYSTEMS	
<b>CORRESPONDENCE DATA</b>			

OP \$415.00 2173479

**Fax Number:** 4044435599

***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:** 404-443-5647

**Email:** cfraser@mcguirewoods.com

**Correspondent Name:** Carol Fraser, Paralegal

**Address Line 1:** 1230 PEACHTREE STREET, SUITE 2100

**Address Line 2:** MCGUIREWOODS LLP

**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	Minnetronix - 2073508.001
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<b>NAME OF SUBMITTER:</b>	Carol Fraser
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<b>SIGNATURE:</b>	//CAROL FRASER//
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<b>DATE SIGNED:</b>	01/04/2021
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**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and collectively, the “Grantors”) in favor of First Horizon Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 31, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MM INTERMEDIATE, INC., a Delaware corporation (“Holdings”), MINNETRONIX MEDICAL, INC., a Minnesota corporation (the “Borrower”), the other Loan Parties party thereto, the several banks and other financial institutions and lenders from time to time party thereto (the “Lenders”), and First Horizon Bank, in its capacity as administrative agent (the “Administrative Agent”) for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Collateral Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Collateral Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Collateral Agreement pursuant to which the Grantors are now required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Lenders, and grants to the Administrative Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover

at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

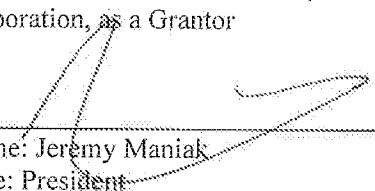
Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

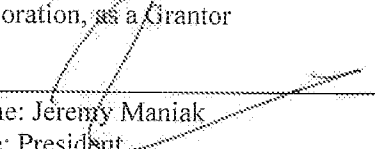
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**MINNETRONIX MEDICAL, INC.**, a Minnesota corporation, as a Grantor

By:   
Name: Jeremy Maniak  
Title: President

**MINNETRONIX NEURO, INC.**, a Delaware corporation, as a Grantor

By:   
Name: Jeremy Maniak  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

**FIRST HORIZON BANK**, as Administrative Agent

By: Leslie Johnson

Name: Leslie Johnson

Title: Group Head - Healthcare Sponsor  
Finance

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

<b>Entity</b>	<b>Title</b>	<b>Registration Number</b>	<b>Serial Number</b>
Minnetronix Medical, Inc.	MINNETRONIX	2173479	75/086865
Minnetronix Medical, Inc.	MINNETRONIX	4114968	85/392509
Minnetronix Medical, Inc.	MINNETRONIX	5524749	87/732026
Minnetronix Medical, Inc.	MINNETRONIX	5534521	87/732035
Minnetronix Medical, Inc.	MINNETRONIX	2223680	
Minnetronix Medical, Inc.	ACCELERATING MEDICAL BREAKTHROUGHS	5788752	87/732065
Minnetronix Medical, Inc.	ACCELERATING MEDICAL BREAKTHROUGHS	5788753	87/732077
Minnetronix Medical, Inc.	ACCELERATING BREAKTHROUGHS	5788754	87/732120
Minnetronix Medical, Inc.	ACCELERATING BREAKTHROUGHS	5788755	87732131
Minnetronix Medical, Inc.	ARROWHEAD design	5698778	87/732151
Minnetronix Medical, Inc.	ARROWHEAD design	5698779	87/732167
Minnetronix Medical, Inc.	ARROWHEAD design	5698780	87/732175
Minnetronix Medical, Inc.	MINNETRONIX	5994369	88/403887
Minnetronix Medical, Inc.	ACCELERATING MEDICAL BREAKTHROUGHS		1967552
Minnetronix Medical, Inc.	ACCELERATING BREAKTHROUGHS	5994371	88/403908
Minnetronix Medical, Inc.	ARROWHEAD design	5994370	88/403898
Minnetronix Medical, Inc.	THINKING MEDICAL SYSTEMS	2786278	78/131035