

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622480

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENTS |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-------------|
| CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, resigning Collateral Agent | | 01/26/2021 | Bank: |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | WILMINGTON SAVINGS FUND SOCIETY, FSB, successor Collateral Agent |
| Street Address: | 500 Delaware avenue |
| City: | wilmington |
| State/Country: | DELAWARE |
| Postal Code: | 19801 |
| Entity Type: | Bank: UNITED STATES |

PROPERTY NUMBERS Total: 30

| Property Type | Number | Word Mark |
|-----------------------------|---------|--|
| Registration Number: | 4266527 | INTEGRATED WOUND SPECIALISTS AN AFFILIAT |
| Registration Number: | 4228019 | INTEGRATED WOUND SPECIALISTS |
| Registration Number: | 4057019 | WOUND CARE MATTERS |
| Registration Number: | 3661389 | I-HEAL |
| Registration Number: | 2369341 | MILLENNIUM |
| Registration Number: | 2122321 | FOOTSENSE |
| Registration Number: | 2009399 | WOUND CARE CENTER |
| Registration Number: | 1539202 | SECHRIST |
| Registration Number: | 5814294 | WOUNDSUITE |
| Registration Number: | 5814295 | WOUNDSUITE |
| Registration Number: | 5440060 | E-GURNEY |
| Registration Number: | 4538598 | |
| Registration Number: | 5054828 | HEALOGICS THE POWER TO HEAL |
| Registration Number: | 5054829 | HEALOGICS THE POWER TO HEAL |
| Registration Number: | 5054830 | HEALOGICS THE POWER TO HEAL |
| Registration Number: | 4538441 | HEALOGICS THE POWER TO HEAL |
| Registration Number: | 4538442 | HEALOGICS THE POWER TO HEAL |

CH \$765.00 4266527

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 5054831 | HEALOGICS THE POWER TO HEAL |
| Registration Number: | 4993625 | HEALOGICS |
| Registration Number: | 4475733 | HEALOGICS |
| Registration Number: | 4993626 | HEALOGICS |
| Registration Number: | 5022709 | HEALOGICS |
| Registration Number: | 4476289 | HEALOGICS |
| Registration Number: | 4478652 | HEALOGICS |
| Registration Number: | 5041287 | HEALOGICS |
| Registration Number: | 4568746 | HEALSOURCE |
| Registration Number: | 4231036 | H.E.R.O. - HYPERBARIC ELECTRONIC RECORDS |
| Registration Number: | 4231025 | H.E.R.O. |
| Registration Number: | 3872696 | ACCELECARE |
| Registration Number: | 3879069 | ACCELECARE |

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Kaitlin Bond

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

| | |
|--------------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | Kaitlin Bond - 52010.0003 |
| NAME OF SUBMITTER: | Kaitlin Bond |
| SIGNATURE: | /Kaitlin Bond/ |
| DATE SIGNED: | 01/26/2021 |

Total Attachments: 9

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**NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF
TRADEMARK SECURITY AGREEMENTS**

THIS NOTICE OF RESIGNATION AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENTS (this “**Assignment**”) is made and entered into as of January 26, 2021 by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as the resigning Collateral Agent (in such capacity, “**Assignor**”), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, not in its individual capacity but solely as successor Collateral Agent, with an of address, as the successor collateral agent (in such capacity, “**Assignee**”).

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Second Lien Guarantee and Collateral Agreement, dated as of July 1, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among CDRH Parent, Inc., a Delaware corporation (“**CDRH Parent**”), Healogics, Inc., a Delaware corporation (“**Healogics**” and, together with CDRH Parent, the “**Borrowers**”), CDRH Midco, Inc., a Delaware corporation (“**CDRH Midco**” and, together with certain Domestic Subsidiaries of CDRH Parent and any other guarantor from time to time party to the Second Lien Credit Agreement referenced below, each a “**Guarantor**” and collectively the “**Guarantors**”; CDRH Parent, Healogics and Guarantors, each a “**Grantor**” and collectively, the “**Grantors**”) in favor of the Assignor;

WHEREAS, pursuant to (i) the Notice and Confirmation of Second Lien Grant of Security Interest in Trademarks made by Healogics, Inc. in favor of Assignor recorded at the United States Patent and Trademark Office (the “**USPTO**”) on July 1, 2014 at Reel/Frame 5313/0703, (ii) the Notice and Confirmation of Second Lien Grant of Security Interest in Trademarks made by Sechrist Industries, Inc. in favor of Assignor recorded at the USPTO on July 1, 2014 at Reel/Frame 5313/0790, (iii) the Notice and Confirmation of Second Lien Grant of Security Interest in Trademarks made by CHS Services, Inc. in favor of Assignor recorded at the USPTO on July 1, 2014 at Reel/Frame 5313/0774, (iv) the Notice and Confirmation of Second Lien Grant of Security Interest in Trademarks made by Diversified Clinical Services, Inc. in favor of Assignor recorded at the USPTO on July 1, 2014 at Reel/Frame 5313/0855, (v) the Notice and Confirmation of Second Lien Grant of Security Interest in Trademarks made by Accelecare Wound Centers, LLC in favor of Assignor recorded at the USPTO on March 16, 2015 at Reel/Frame 5478/0936 and (vi) the Second Lien Trademark Security Agreement made by Healogics, Inc. and Sechrist Industries, Inc. in favor of Assignor recorded at the USPTO on September 10, 2019 at Reel/Frame 6771/0744 (each, a “**Trademark Security Agreement**” and together, the “**Trademark Security Agreements**”), the Grantors granted to Assignor a security interest in and to (or, in the case of Trademark Security Agreements referred to in clauses (i) to (v), confirmed the security interests granted to Assignor pursuant to the Guarantee and Collateral Agreement in and to) the Trademark Collateral (as defined in the Trademark Security Agreements), including the trademark registrations and applications to register trademarks set forth on Schedule I (the “**Assigned Trademark Collateral**”);

WHEREAS, pursuant to that certain Resignation, Waiver, Consent and Appointment Agreement (the “**Successor Agent Agreement**”), dated as of January 26, 2021, among the Borrowers, the other parties thereto, Assignor and Assignee, Assignor resigned as Collateral Agent under the Second Lien Credit Agreement and other Loan Documents, and Assignee accepted its appointment as such under the Second Lien Credit Agreement and other Loan Documents, and Assignor assigned and transferred to Assignee each of the Liens and security interests granted to the Assignor under the Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the resignation of Assignor as the Administrative Agent, the appointment of Assignee as the Collateral Agent,

and the assignment by Assignor to Assignee of the Trademark Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings as specified or otherwise used in the Successor Agent Agreement.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Trademark Security Agreements, including, without limitation, its security interest in, and Lien on (or confirmation thereof, as applicable), the Assigned Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and Lien.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
4. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**, as Resigning Collateral Agent

| | | |
|--------|----------------------|----------------------|
| By: | <u>Didier Siffer</u> | <u>megan kane</u> |
| Name: | Didier Siffer | Megan Kane |
| Title: | Authorized Signatory | Authorized Signatory |

ACCEPTED AND AGREED

as of the date above first written:

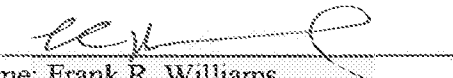
ASSIGNEE:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the successor Collateral Agent




By: John McNichol
Name: John McNichol
Title: Trust Officer

ACCEPTED AND AGREED
as of the date above first written:

HEALOGICS, INC.
SECHRIST INDUSTRIES, INC.
CHS SERVICES, INC.
DIVERSIFIED CLINICAL SERVICES, INC.
ACCELECARE WOUND CENTERS, LLC


By: 
Name: Frank R. Williams
Title: Chief Financial Officer and Treasurer

Schedule I
U.S. Trademark Registrations and Applications

| Trademark | Country | Status | Registration Date | Registration Number | Owner Name |
|---|---------------|------------|-------------------|---------------------|-------------------------------------|
|  INTEGRATED WOUND SPECIALISTS AN AFFILIATE OF DIVERSIFIED CLINICAL SERVICES, INC. | United States | Registered | 1/1/2013 | 4266527 | DIVERSIFIED CLINICAL SERVICES, INC. |
|  INTEGRATED WOUND SPECIALISTS | United States | Registered | 10/16/2012 | 4228019 | DIVERSIFIED CLINICAL SERVICES, INC. |
| WOUND CARE MATTERS | United States | Registered | 11/15/2011 | 4057019 | DIVERSIFIED CLINICAL SERVICES, INC. |
| HEAL | United States | Registered | 7/28/2009 | 3661389 | DIVERSIFIED CLINICAL SERVICES, INC. |
| MILLENNIUM | United States | Registered | 7/18/2000 | 2369341 | SECHRIST INDUSTRIES, INC. |
| FOOTSENSE | United States | Registered | 12/16/1997 | 2122321 | CHS SERVICES, INC. |
| WOUND CARE CENTER | United States | Registered | 10/22/1996 | 2009399 | CHS SERVICES INC. |
|  SECHRIST | United States | Registered | 5/16/1989 | 1539202 | SECHRIST INDUSTRIES, INC. |

| Trademark | Country | Status | Registration Date | Registration Number | Owner Name |
|-----------------------------|---------------|------------|-------------------|---------------------|-------------------------------------|
| WOUNDSUITE | United States | Registered | 7/23/2019 | 5814294 | HEALOGICS, INC. |
| WOUNDSUITE | United States | Registered | 7/23/2019 | 5814295 | HEALOGICS, INC. |
| E-GURNEY | United States | Registered | 4/3/2018 | 5440060 | SECHRIST INDUSTRIES, INC. |
| Design Only | United States | Registered | 5/27/2014 | 4538598 | DIVERSIFIED CLINICAL SERVICES, INC. |
| HEALOGICS THE POWER TO HEAL | United States | Registered | 10/4/2016 | 5054828 | HEALOGICS, INC. |
| HEALOGICS THE POWER TO HEAL | United States | Registered | 10/4/2016 | 5054829 | HEALOGICS, INC. |
| HEALOGICS THE POWER TO HEAL | United States | Registered | 10/4/2016 | 5054830 | HEALOGICS, INC. |
| HEALOGICS THE POWER TO HEAL | United States | Registered | 5/27/2014 | 4538441 | HEALOGICS, INC. |
| HEALOGICS THE POWER TO HEAL | United States | Registered | 5/27/2014 | 4538442 | HEALOGICS, INC. |
| HEALOGICS THE POWER TO HEAL | United States | Registered | 10/4/2016 | 5054831 | HEALOGICS, INC. |

| Trademark | Country | Status | Registration Date | Registration Number | Owner Name |
|--|---------------|------------|-------------------|---------------------|---------------------------|
| HEALOGICS | United States | Registered | 7/5/2016 | 4993625 | HEALOGICS, INC. |
| HEALOGICS | United States | Registered | 1/28/2014 | 4475733 | HEALOGICS, INC. |
| HEALOGICS | United States | Registered | 7/5/2016 | 4993626 | HEALOGICS, INC. |
| HEALOGICS | United States | Registered | 8/16/2016 | 5022709 | HEALOGICS, INC. |
| HEALOGICS | United States | Registered | 1/28/2014 | 4476289 | HEALOGICS, INC. |
| HEALOGICS | United States | Registered | 2/4/2014 | 4478652 | HEALOGICS, INC. |
| HEALOGICS | United States | Registered | 9/13/2016 | 5041287 | HEALOGICS, INC. |
| HEALSOURCE | United States | Registered | 7/15/2014 | 4588746 | HEALOGICS, INC. |
| H.E.R.O. HYPERBARIC ELECTRONIC RECORDS ORGANIZER | United States | Registered | 10/23/2012 | 4231036 | SECHRIST INDUSTRIES, INC. |
| H.E.R.O. | United States | Registered | 10/23/2012 | 4231025 | SECHRIST INDUSTRIES, INC. |

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|---|---------------|------------|------------|---------|------------------------------|
| ACCELCARE | United States | Registered | 11/9/2010 | 3872696 | ACCELCARE WOUND CENTERS, LLC |
| ACCELCARE (and design)  | United States | Registered | 11/23/2010 | 3879069 | ACCELCARE WOUND CENTERS, LLC |