

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OHIO MEDICAL, LLC		01/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GMB MEZZANINE CAPITAL IV, L.P., AS AGENT		
Street Address:	C/O LAKESIDE CAPITAL MANAGEMENT, INC., 50 SOUTH 6TH STREET		
Internal Address:	SUITE 1460		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3380063	OHIO MEDICAL CORPORATION	
Registration Number:	3728742	OHIO MEDICAL	
Registration Number:	3908244	OHIO MEDICAL	
Registration Number:	3819030	AMVEX	
Registration Number:	3819032	AMVEX	
Registration Number:	1161635		
Registration Number:	1879109	SELECTORR SERIES	
Registration Number:	1881348	HEALTHCAIR	
Registration Number:	1493005	VAC-U-TEST	
Registration Number:	1498505	AEROS	
Registration Number:	1520716	INSTAVAC	
Registration Number:	1752369	CARE-E-VAC	
Registration Number:	1863115	TOTE-L-VAC	
Registration Number:	2756822	HEALTHCAIR	
Registration Number:	3380313	OHIO	
CORRESPONDENCE DATA			
Fax Number:	6129778650		

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TRADEMARK

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: 6129778287
Email: enewby@taftlaw.com
Correspondent Name: Emma Newby
Address Line 1: 80 South 8th Street
Address Line 2: 2200 IDS Center
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	41381.00072
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NAME OF SUBMITTER:	Emma Newby
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SIGNATURE:	/Emma Newby/
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DATE SIGNED:	02/08/2021
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Total Attachments: 5

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the “**Subordination Agreement**”) dated as of January 26, 2021 among GMB Mezzanine Capital IV, L.P., as subordinated agent, and NXT Capital, LLC, as senior agent, to the indebtedness (including interest) owed by each of Ohio Medical, LLC, a Delaware limited liability company, pursuant to the Senior Debt Documents (as defined in the Subordination Agreement), as such Senior Debt Documents have been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under the Senior Debt Documents as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) dated as of January 26, 2021, by Ohio Medical, LLC, a Delaware limited liability company (“Grantor”), in favor of GMB Mezzanine Capital IV, L.P., a Delaware limited partnership, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “Grantee”):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Senior Subordinated Credit Agreement dated as of January 26, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of January 26, 2021, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a

lien on and security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

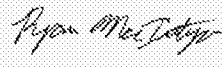
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

OHIO MEDICAL, LLC

By 
Name: J. Ryan MacIntyre
Title: Treasurer

[Signature Page to Trademark Security Agreement]

Agreed and Accepted
As of the Date First Written Above

GMB Mezzanine Capital IV, L.P.,
as Agent and a Lender

By: Lakeside Capital Partners IV, LLC
Its: General Partner

By: Lakeside Capital Management, Inc.
Its: Agent

By: 
Name: Judd Stevens
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1**TRADEMARK REGISTRATIONS**

CREDIT PARTY	TRADEMARK	FILING DATE	REG. NO.	STATUS (REGISTERED/PENDING)
Ohio Medical, LLC	OHIO MEDICAL CORPORATION	10/02/2006	3380063	Registered
Ohio Medical, LLC	OHIO MEDICAL	07/08/2005	3728742	Registered
Ohio Medical, LLC	OHIO MEDICAL	10/02/2006	3908244	Registered
Ohio Medical, LLC	AMVEX	07/31/2008	3819030	Registered
Ohio Medical, LLC	AMVEX & Design	08/01/2008	3819032	Registered
Ohio Medical, LLC	Pressure Wave Design	05/19/1978	1161635	Registered
Ohio Medical, LLC	SELECTORR SERIES	01/07/1993	1879109	Registered
Ohio Medical, LLC	HEALTHCAIR	03/31/1992	1881348	Registered
Ohio Medical, LLC	VAC-U-TEST	10/30/1987	1493005	Registered
Ohio Medical, LLC	AEROS	10/30/1987	1498505	Registered
Ohio Medical, LLC	INSTAVAC	10/30/1987	1520716	Registered
Ohio Medical, LLC	CARE-E-VAC	08/26/1991	1752369	Registered
Ohio Medical, LLC	TOTE-L-VAC	09/02/1992	1863115	Registered
Ohio Medical, LLC	HEALTHCAIR	02/02/2001	2756822	Registered
Ohio Medical, LLC	OHIO	12/28/2006	3380313	Registered