

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS - SECOND LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNOVATIVE MEDICAL SYSTEMS, INC.		01/29/2021	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5879263	INNOVATIVE MEDICAL SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212)455-2333		
Email:	ksolomon@stblaw.com		
Correspondent Name:	BOBBIE BURROWS, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	19557/0242		
NAME OF SUBMITTER:	BOBBIE BURROWS		
SIGNATURE:	/BB/		
DATE SIGNED:	02/10/2021		
Total Attachments: 6			
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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as collateral agent (and its permitted successors), for the benefit of the Senior Lenders (as defined in the Intercreditor Agreement), pursuant to the First Lien Guarantee and Collateral Agreement dated as of February 1, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time), from the Borrower and the other “Pledgors” and “Guarantors” referred to therein, in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent, 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, dated as of February 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), by and among Credit Suisse AG, Cayman Islands Branch, as Senior Agent, Credit Suisse AG, Cayman Islands Branch, as Second Lien Agent, Holdings, the Borrower and the other Subsidiary Loan Parties party thereto. 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.

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 29, 2021 (this “Agreement”), is made by the persons listed on the signature pages hereto (each a “Pledgor” and collectively, the “Pledgors”), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent for the Secured Parties (as defined below) (in such capacity and any successor in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Term Loan Credit Agreement, dated as of February 1, 2018, by and among Gopher Sub Inc., a Delaware corporation (the “Borrower”), as the initial borrower (which on the Closing Date shall be merged with and into DG Investment Intermediate Holdings 1, Inc., a Delaware corporation (“DG1”), which shall thereafter on the Closing Date be merged with and into DG Investment Intermediate Holdings 2, Inc., a Delaware corporation (“DG2”), with DG2 surviving such merger as the successor borrower), Gopher Parent Inc., a Delaware corporation (“Holdings”), Collateral Agent and the other persons signatory thereto (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), the Lenders (as defined in the Credit Agreement) thereto have agreed to extend credit to the Borrower subject to the terms and conditions set forth therein;

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement, dated as of February 1, 2018, in favor of the Collateral Agent (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Pledgors granted a security interest (the “Security Interest”) in the Intellectual Property Collateral (as defined in the Security Agreement) to the Collateral Agent and are required to execute and deliver this Agreement;

WHEREAS, the Pledgors have duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Pledgors hereby agree for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Security Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. Each of the Pledgors hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Security Interest in all right, title and interest in and to the Patents, Copyrights and Trademarks set forth on Schedule A. Notwithstanding anything herein (including Schedule A) to the contrary, for the avoidance of doubt, in no event shall the Security Interest and lien granted under this Security Agreement attach to (nor shall the Intellectual Property Collateral include) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or any intellectual property or rights therein or thereto if the grant of a security interest in such intellectual property would result in the cancellation or voiding of such intellectual property or such rights.

3. Purpose. This Agreement has been executed and delivered by the Pledgors for the purpose of recording the grant of Security Interest herein with the United States Patent and Trademark Office or the United States Copyright Office, as applicable. The Security Interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. This Agreement and the Security Interest granted herein shall terminate with respect to all of the Pledgors’ obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Pledgor’s obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to each Pledgor, upon request, an instrument in writing releasing the Security Interest in the Intellectual Property Collateral granted pursuant to this Agreement. Additionally, the Collateral Agent shall reasonably cooperate with any efforts made by any Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Intellectual Property Collateral.

5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

6. APPLICABLE LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned party hereto have caused this Agreement to be executed and delivered as of the date first written above.

PLEDGOR:

INNOVATIVE MEDICAL SYSTEMS, INC.,
a Michigan corporation

By:  _____
Name: Alan C. Bergschneider
Title: Vice President

[Signature Page to Second Lien Intellectual Property Security Agreement]

COLLATERAL AGENT:

Credit Suisse AG, Cayman Islands Branch

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: _____
Name: Andrew Griffin
Title: Authorized Signatory

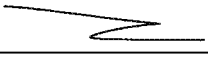
COLLATERAL AGENT:

Credit Suisse AG, Cayman Islands Branch

By: _____

Name: Mikhail Faybusovich

Title: Authorized Signatory

By:  _____

Name: Andrew Griffin

Title: Authorized Signatory

Schedule A

I. Trademarks

1.

Record Owner	Mark	Registration or Application No.
Innovative Medical Systems, Inc.	INNOVATIVE MEDICAL SYSTEMS	5879263

II. Patents

None.

III. Copyrights

Title	Registration No.	Copyright Claimant
DRGUIDE.Bas--Amherst Associates	TX0001319145	Innovative Medical Systems, Inc.
FILEBLD-BAS	TX0001296659	Innovative Medical Systems, Inc.
SETUP-BAS--Amherst Associates : version 3	TX0001296658	Innovative Medical Systems, Inc.
Financial program for medical practice management	TXu000320958	Innovative Medical Systems, Inc.