

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Restorix Health, Inc.		04/01/2021	Corporation: NEVADA
RestorixHealth At-Home, LLC		04/01/2021	Limited Liability Company: DELAWARE
GB 3445, LLC		04/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	3333 Peachtree Rd. 3rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4094733	AMPUTATION PREVENTION CENTER	
Registration Number:	4027206	AMPUTATION PREVENTION CENTERS OF AMERICA	
Registration Number:	3911751	WOUNDDOCS	
Registration Number:	5804989	AMPUTATION PREVENTION CENTERS OF AMERICA	
Registration Number:	5799577	AMPUTATION PREVENTION CENTER	
Registration Number:	4557168	RESTORIXHEALTH	
Registration Number:	5986065	RESTORIXHEALTH AT-HOME	
Registration Number:	6231237	RESTORIXHEALTH AT-HOME WOUND CARE SUPPLI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		

OP \$215.00 4094733

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1350274 TM

NAME OF SUBMITTER: Wenny Zhu

SIGNATURE: /Wenny Zhu/

DATE SIGNED: 04/01/2021

Total Attachments: 8

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

source=Trademark Security Agreement#page7.tif

source=Trademark Security Agreement#page8.tif

source=Trademark Security Agreement#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Truist Bank, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, AMT TOPCO, LLC, a Delaware limited liability company (“Holdings”), AMT BUYER CORP. (“AMT Buyer”), RXH ACQUISITION CORP., a Delaware corporation (the “Initial Borrower”), GORDIAN MEDICAL, INC., a Delaware corporation (“Gordian”, and upon consummation of the Transactions, the “Co-Borrower” and collectively with the Initial Borrower, the “Borrowers” and each individually, a “Borrower”) have entered into a Credit Agreement, dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of April 1, 2021, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or the United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print,

publish and distribute any of the foregoing (“Copyrights”) and exclusive Copyright Licenses to United States registered Copyrights (that specifically identifies any such Copyright by registration number);

(b) (i) all United States and state trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”); and

(c) (i) all United States patents, patent applications and patentable inventions, including each issued patent, industrial design, patent application and industrial design application identified in Schedule 3 (as such schedule may be amended from time to time), all certificates of invention or similar property rights, and all registrations thereof, (ii) all inventions and improvements described and claimed therein, and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof and all improvements thereon (collectively, the “Patents”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Obligations are subject to the provisions of any applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of any applicable Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any Obligations the provisions of the applicable Intercreditor Agreement shall prevail.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

RESTORIX HEALTH, INC.

By:  _____

Name: Patrick Seiler
Title: Chief Financial Officer

GB 3445, LLC

By:  _____

Name: Patrick Seiler
Title: Chief Financial Officer

RESTORIX HEALTH AT-HOME, LLC

By:  _____

Name: Patrick Seiler
Title: Chief Financial Officer

TRUIST BANK,
as Administrative Agent

By: 
Name: Ron Caldwell
Title: Managing Director

Schedule 1

**COPYRIGHTS AND EXCLUSIVE COPYRIGHT LICENSES TO UNITED STATES
REGISTERED COPYRIGHTS**

None.

Schedule 2

TRADEMARKS

Owner	Mark	Application No.	Filing Date	Registration No.	Reg. Date
Restorix Health, Inc.	AMPUTATION PREVENTION CENTER	76/708801	8/22/2011	4094733	1/31/2012
Restorix Health, Inc.	AMPUTATION PREVENTION CENTERS OF AMERICA	85/093187	7/26/2010	4027206	9/13/2011
Restorix Health, Inc.	WOUNDDOCS	77/734686	5/12/2009	3911751	1/25/2011
Restorix Health, Inc.	AMPUTATION PREVENTION CENTERS OF AMERICA	88/224935	12/11/2018	5804989	7/16/2019
Restorix Health, Inc.	AMPUTATION PREVENTION CENTER	88/225072	12/11/2018	5799577	7/9/2019
Restorix Health, Inc.	RESTORIXHEALTH	85/914928	4/25/2013	4557168	6/24/2014
RestorixHealth At-Home, LLC	RESTORIXHEALTH AT-HOME	88/299842	2/13/2019	5986065	2/11/2020
GB 3445, LLC	RESTORIXHEALTH AT-HOME WOUND CARE SUPPLIES	88/613180	9/11/2019	6231237	12/29/2020

PATENTS

None.