

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638991

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|-----------------------------------|--|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ASICO, LLC | | 04/13/2021 | Limited Liability Company: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | GCI Capital Markets LLC, as Administrative Agent | | |
| Street Address: | 666 Fifth Avenue, 18th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10103 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 22 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3544121 | ADVANCUT | |
| Registration Number: | 3544063 | ASB | |
| Registration Number: | 4070475 | ASICO | |
| Registration Number: | 4070476 | ASICO | |
| Registration Number: | 4902011 | ASICO EXCLUSIVE DESIGN | |
| Registration Number: | 4477338 | AXSYS | |
| Registration Number: | 4474227 | AXSYS | |
| Registration Number: | 4427436 | CLEARPATH | |
| Registration Number: | 3257108 | ICMS | |
| Registration Number: | 4624898 | INNOVATIONS FOR BETTER OUTCOMES | |
| Registration Number: | 4886121 | MAXIRIS | |
| Registration Number: | 4833704 | MAXIRIS | |
| Registration Number: | 4641346 | MICRO CO | |
| Registration Number: | 4434669 | PATHFINDER | |
| Registration Number: | 4551920 | PRECISION FOR THE PATIENT...SAFETY FOR T | |
| Registration Number: | 3731416 | THE MORE YOU KNOW | |
| Registration Number: | 1439867 | TODAY'S PRECISION TOMORROW'S VISION | |
| Registration Number: | 3456056 | VISION NEWS | |
| Registration Number: | 3631178 | VRTIS | |
| TRADEMARK | | | |

CH \$565.00 3544121

| Property Type | Number | Word Mark |
|----------------|----------|---------------------------------|
| Serial Number: | 88614532 | INNOVATIONS FOR BETTER OUTCOMES |
| Serial Number: | 88100391 | ULTRAEDGE |
| Serial Number: | 88721262 | V VR BY ASICO |

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@katten.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

| | |
|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 337968-00178 |
| NAME OF SUBMITTER: | Oscar Ruiz |
| SIGNATURE: | /Oscar Ruiz/ |
| DATE SIGNED: | 04/13/2021 |

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 13, 2021 (the "Trademark Security Agreement"), is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Golub Capital Markets LLC formerly known as GCI Capital Markets LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 23, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital Markets LLC formerly known as GCI Capital Markets LLC, as 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, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 23, 2015, in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to continue to provide financial accommodations to the Borrower under Credit Agreement, the 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 Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties 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 (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) 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 Security 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 Security Agreement and the 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. 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 7. 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, the 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,

ASICO LLC,
as Grantor

By: 

Name: Robert Earley

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

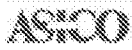

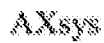
GOLUB CAPITAL MARKETS LLC, as Administrative Agent

By: 

Name: Marc C. Robinson
Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Applications and Registrations:

| Trademark | App. No./ Reg. No. | App. Date | Reg. Date | Country | Owner |
|---|-----------------------------|------------------|----------------------|---------|-----------|
| ADVANCUT | RN: 3544121 SN: 77075598 | January 3, 2007 | December 9, 2008 | U.S. | ASICO LLC |
| ASB | RN: 3544063 SN: 77034989 | November 2, 2006 | December 9, 2008 | U.S. | ASICO LLC |
| ASICO | RN: 4070475 SN: 85313598 | May 5, 2011 | December 13, 2011 | U.S. | ASICO LLC |
|  | RN: 4070476 SN: 85313616 | May 5, 2011 | December 13, 2011 | U.S. | ASICO LLC |
|  | RN: 4902011 SN: 86742351 | August 31, 2015 | February 16, 2016 | U.S. | ASICO LLC |
| AXSYS | RN: 4477338 SN: 85934092 | May 16, 2013 | February 4, 2014 | U.S. | ASICO LLC |
|  | RN: 4474227 SN: 85934127 | May 16, 2013 | January 28, 2014 | U.S. | ASICO LLC |
| CLEARPATH | RN: 4427436 SN: 85595238 | April 11, 2012 | November 5, 2013 | U.S. | ASICO LLC |
| ICMS | RN: 3257108 SN: 78726354 | October 4, 2005 | June 26, 2007 | U.S. | ASICO LLC |
| INNOVATIO NS FOR BETTER OUTCOMES | RN: 4624898 SN: 86235550 | March 28, 2014 | October 21, 2014 | U.S. | ASICO LLC |

| Trademark | App. No./ Reg. No. | App. Date | Reg. Date | Country | Owner |
|---|-----------------------------|-----------------------|-------------------|---------|-----------|
| MAXIRIS | RN: 4886121 SN: 86737566 | August 26, 2015 | January 12, 2016 | U.S. | ASICO LLC |
|  | RN: 4833704 SN: 86506878 | January 19, 2015 | October 13, 2015 | U.S. | ASICO LLC |
|  | RN: 4641346 SN: 86295106 | May 29, 2014 | November 18, 2014 | U.S. | ASICO LLC |
| PATHFINDE R | RN: 4434669 SN: 85595228 | April 11, 2012 | November 19, 2013 | U.S. | ASICO LLC |
| PRECISION FOR THE PATIENT...SA FETY FOR THE SURGEON | RN: 4551920 SN: 86147079 | December 18, 2013 | June 17, 2014 | U.S. | ASICO LLC |
| THE MORE YOU KNOW | RN: 3731416 SN: 77764487 | June 19, 2009 | December 29, 2009 | U.S. | ASICO LLC |
| TODAY'S PRECISION TOMORROW' S VISION | RN: 1439867 SN: 73617219 | August 28, 1986 | May 19, 1987 | U.S. | ASICO LLC |
| VISION NEWS | RN: 3456056 SN: 76553208 | September 25, 2003 | July 1, 2008 | U.S. | ASICO LLC |
| VRTIS | RN: 3631178 SN: 77605260 | October 31, 2008 | June 2, 2009 | U.S. | ASICO LLC |
| | SN: 88614532 | September 12, 2019 | | U.S. | ASICO LLC |

| Trademark | App. No./ Reg. No. | App. Date | Reg. Date | Country | Owner |
|---|-----------------------|-------------------|-----------|---------|-----------|
|  | | | | | |
|  UltraEdge | SN: 88100391 | August 31, 2018 | | U.S. | ASICO LLC |
|  VR ANCO | SN: 88721262 | December 10, 2019 | | U.S. | ASICO LLC |