

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Hospital Specialties Limited		04/15/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Penfund Partners, Inc.		
Street Address:	333 Bay Street		
Internal Address:	Bay-Adelaide Centre, Suite 610		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1465323	MED-RX	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	04/16/2021		
Total Attachments: 7			
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Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated April 15, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Penfund Partners, Inc., in its capacity as collateral agent for the benefit of the Secured Parties (together with its successors and assigns in such capacity, the “**Collateral Agent**”). Terms defined in the Security Agreement (as defined below) and not otherwise defined herein shall have the meanings given to such terms (whether directly or by reference to another agreement or document) in the Security Agreement.

WHEREAS, pursuant to the second lien credit agreement (as amended, supplemented, restated, extended, renewed or replaced from time to time, the “**Credit Agreement**”) dated April 15, 2021 among, inter alios, 2822588 Ontario Inc. (which, after consummation of the Acquisition and the Closing Date Amalgamation (as defined in the Credit Agreement), will be Canadian Hospital Specialties Limited) (the “**Borrower**”), 2822593 Ontario Inc., as Holdings, 12627191 Canada Inc. and 12627337 Canada Inc., as subsidiary guarantors, Penfund Partners, Inc., as administrative agent, the Collateral Agent, as collateral agent, the lenders party thereto from time to time (the “**Lenders**”), and Penfund Partners, Inc., as lead arranger and sole bookrunner, the Lenders have agreed to make available to Borrower certain credit facilities in accordance therewith;

WHEREAS, as a condition precedent to making available the credit facilities under the Credit Agreement, each Grantor has executed and delivered to the Collateral Agent that certain Pledge and Security Agreement (as amended, supplemented, restated, extended, renewed or replaced from time to time, the “**Security Agreement**”) dated as of the date hereof; and

WHEREAS, under the terms of the Security Agreement, as security for the timely payment or performance in full of the Secured Obligations, each Grantor has granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under, among other property, certain intellectual property of such Grantor, in each case, whether now existing or owned or hereafter arising or acquired, and wherever located, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the Canadian Intellectual Property Office (“**CIPO**”), U.S. Patent and Trademark Office (“**USPTO**”), and any other government offices to record and register this Agreement upon request by Collateral Agent.

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to each Grantor, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the timely payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent and its successors and permitted assigns, for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in, to and under the

following of such Grantor, in each case, whether now existing or owned or hereafter arising or acquired, and wherever located (the “**Secured Property**”):

(i) (a) all patents, industrial designs, letters patent, certificates of inventions, all registration and recordings thereof, and all applications for letters patent, including those patents and patent applications set forth in Schedule A hereto (on a post-Acquisition and post-Closing Date Amalgamation basis), (b) all reissues, reexaminations, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein and all improvements thereto, (c) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto, including damages and payments for past, present or future infringements or other violations thereof, (d) rights to sue for past, present or future infringements or other violations thereof, and (e) rights corresponding thereto throughout the world (collectively, the “**Patents**”);

(ii) (a) all trademarks, service marks, certification marks, domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, designs and general intangibles of like nature, all registration and recordings thereof, all registrations and registration applications filed in connection therewith, and all extensions or renewals thereof, including any of the foregoing set forth in Schedule B hereto (on a post-Acquisition and post-Closing Date Amalgamation basis), (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (f) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (g) rights corresponding thereto throughout the world (collectively, the “**Trademarks**”); and

(iii) all copyrights (whether statutory or common law, whether registered or unregistered and whether published or unpublished), all mask works, and all copyright registrations and applications therefor, including, without limitation, including those copyrights, registrations and applications set forth in Schedule C hereto (on a post-Acquisition and post-Closing Date Amalgamation basis), together with any and all (a) rights and privileges arising under applicable law with respect to such copyrights, (b) renewals and extensions thereof and amendments thereto, (c) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements or other violations thereof, (d) rights to sue for past, present or future infringements thereof, and (e) rights corresponding thereto throughout the world (collectively, the “**Copyrights**”);

(iv) each written agreement, now or hereafter in effect, granting any exclusive right to such Grantor under any Patent now or hereafter owned by any third party, and all rights of such Grantor under any such agreement;

(v) each written agreement, now or hereafter in effect, granting any exclusive right to such Grantor under any Trademark now or hereafter owned by any third party, and all rights of such Grantor under any such agreement;

(vi) each written agreement, now or hereafter in effect, granting any exclusive right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement; and

(vii) to the extent not covered by clauses (i) through (vi), all Proceeds of any and all of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that CIPO, USPTO, and any other government offices upon request by Collateral Agent record and register this IP Security Agreement

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which taken together shall constitute a single contract. Delivery of an executed signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy or an executed counterpart of this IP Security Agreement shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Secured Property are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of an irreconcilable conflict between the terms of this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 5. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

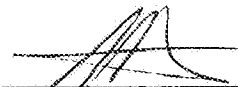
[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

2822588 ONTARIO INC.

By: 
Name: Walt Stothers
Title: Chief Financial Officer

CANADIAN HOSPITAL SPECIALTIES LIMITED

By: 
Name: Walt Stothers
Title: Chief Financial Officer

**SCHEDULE A
PATENTS**

Patents

<u>Registered Owner</u>	<u>Title</u>	<u>Patent Number</u>
Canadian Hospital Specialties Limited	DRUG DELIVERY NEEDLE DEVICE	CA 2513162
Canadian Hospital Specialties Limited	CONNECTOR FOR CATHETER	US 15/897,372
Canadian Hospital Specialties Limited (1744407 Ontario Inc. (formerly known as Medquest Medical Inc.) amalgamated with Canadian Hospital Specialties Limited)	CONNECTOR FOR CATHETER	CA 2,995,280

Patent Applications

<u>Registered Owner</u>	<u>Type</u>	<u>Title</u>	<u>Application Number</u>	<u>Date Filed</u>
Nil.				

Patent Licenses

Nil

**SCHEDULE B
TRADEMARKS**

Trademarks

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>
Canadian Hospital Specialties Limited	CANADIAN HOSPITAL SPECIALTIES (Word)	TMA815018
Canadian Hospital Specialties Limited	MED-RX (Word)	TMA339093
Canadian Hospital Specialties Limited	MED-RX (US Trademark)	1465323
Canadian Hospital Specialties Limited	BENLAN (Word)	TMA773921
Canadian Hospital Specialties Limited	INTER V Design (Design)	TMA937142
Canadian Hospital Specialties Limited	CHS DESIGN (Design)	TMA422282
Canadian Hospital Specialties Limited	CIRCLE TEARDROP (Design)	TMA777942
Canadian Hospital Specialties Limited	CHS Design (Design)	TMA815017

Trademarks Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
Nil.			

Trademark Licenses

Nil

**SCHEDULE C
COPYRIGHTS**

Copyrights

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Date Registered</u>
Nil			

Copyrights Applications

<u>Registered Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Date Filed</u>
Nil			

Copyright Licenses

Nil