

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642300

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NORTHFIELD MEDICAL, INC.		03/19/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S. Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4621470	YOUR SURGICAL SOLUTIONS PARTNER
Registration Number:	4621471	YOUR SURGICAL SOLUTIONS PARTNER
Registration Number:	4621472	YOUR SURGICAL SOLUTIONS PARTNER
Registration Number:	4649484	PREZIO
Registration Number:	4649485	PREZIO
Registration Number:	4649486	PREZIO
Registration Number:	3407064	ONSITE
Registration Number:	1286429	ONSITE
Serial Number:	90272463	NORTHFIELD MEDICAL
Serial Number:	90272469	N NORTHFIELD EXPERT QUALITY REPAIRS

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 312.862.3837

Email: raza.siddiqui@kirkland.com

Correspondent Name: Raza Siddiqui, Senior Paralegal

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

TRADEMARK

ATTORNEY DOCKET NUMBER:	46338-3
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/Raza Siddiqui/
DATE SIGNED:	04/26/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of March 19, 2021 (this “**Agreement**”), among NORTHFIELD MEDICAL, INC., a Delaware corporation (the “**Grantor**”) and JPMORGAN CHASE BANK, N.A, as administrative agent and collateral agent for the Lenders party thereto (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the U.S. Pledge and Security Agreement dated as of January 4, 2019, by and among AGILITI HEALTH, INC., a Delaware corporation (the “**Borrower**”), AGILITI HOLDCO, INC., a Delaware corporation (“**Holdings**”), the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party to the Credit Agreement (as defined below) and the Collateral Agent (as supplemented by the Supplement No. 1, dated March 19, 2021, amended, restated, amended and restated or otherwise modified from time to time in accordance with the terms thereof, the “**Security Agreement**”), and (b) the Credit Agreement dated as of January 4, 2019 among Holdings, the Borrower, the Subsidiary Parties, the Lenders from time to time party thereto, and the Collateral Agent (as amended by the Amendment No. 1, dated as of February 6, 2020 and the Amendment No. 2, dated as of October 16, 2020, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or any time in the future will acquire any right, title or interest (collectively, the “**Trademark Collateral**”): (i) all of the United States Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement. The security interests

granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

NORTHFIELD MEDICAL, INC.

as grantor

By:



Name: James Pekarek

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007271 FRAME: 0489

JPMORGAN CHASE BANK, N.A.
as Collateral Agent,


By:  _____

Name: Helen D. Davis

Title: Authorized Officer

Schedule I

United States Trademarks and Trademark Applications

Grantor	Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
Northfield Medical, Inc.	NORTHFIELD MEDICAL	USA	90/272463	22-Oct-2020	—	—
Northfield Medical, Inc.	NORTHFIELD EXPERT QUALITY REPAIRS and Design 	USA	90/272469	22-Oct-2020	—	—
Northfield Medical, Inc.	YOUR SURGICAL SOLUTIONS PARTNER	USA	85/408124	26-Aug-2011	4621470	14-Oct-2014
Northfield Medical, Inc.	YOUR SURGICAL SOLUTIONS PARTNER	USA	85/408138	26-Aug-2011	4621471	14-Oct-2014
Northfield Medical, Inc.	YOUR SURGICAL SOLUTIONS PARTNER	USA	85/408142	26-Aug-2011	4621472	14-Oct-2014
Northfield Medical, Inc.	PREZIO	USA	85/387449	02-Aug-2011	4649484	02-Dec-2014
Northfield Medical, Inc.	PREZIO	USA	85/387459	02-Aug-2011	4649485	02-Dec-2014
Northfield Medical, Inc.	PREZIO	USA	85/387472	02-Aug-2011	4649486	02-Dec-2014
Northfield Medical, Inc.	ONSITE	USA	78/835639	13-Mar-2006	3407064	01-Apr-2008
Northfield Medical, Inc.	ONSITE	USA	73/392482	29-Sep-1982	1286429	17-Jul-1984