

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SHORT FORM TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANSORTIUM HOLDINGS LLC		04/29/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as Collateral Agent		
Street Address:	150 South Fifth Street, Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5557249	KNOX MEDICAL	
Serial Number:	87526825	KNOX	
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	05/14/2021		
Total Attachments: 5			
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SHORT FORM
TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of April 29, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Acquiom Agency Services LLC, as Collateral Agent (the “Collateral Agent”) for the Lenders. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Documents (as defined in the Credit Agreement as defined below) and the U.S. Pledge and Security Agreement Documents (as defined below).

WHEREAS, Consortium Holdings LLC, a Florida limited liability company, (the “Borrower”), Acquiom Agency Services LLC, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto have entered into that certain Credit Agreement dated as of April 29, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), and, pursuant to the Credit Agreement, each Lender has agreed to make Loans upon the terms and subject to the conditions set forth in the applicable Credit Agreement to which such Lender is a party.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the U.S. Pledge and Security Agreement in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the U.S. Pledge and Security Agreement dated as of April 29, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “U.S. Pledge and Security Agreement”) among the Grantors as defined therein and the Collateral Agent, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Lenders a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule B hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Lender but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

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

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the U.S. Pledge and 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 Collateral are more fully set forth in the U.S. Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the U.S. Pledge and Security Agreement, the terms of the U.S. Pledge and Security Agreement shall govern.

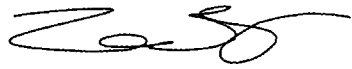
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the U.S. Pledge and Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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.

CANSORTIUM HOLDINGS LLC, a
Florida limited liability company,
as Initial Grantor

By: 

Name: Todd Buchman
Title: Vice President

ACQUIOM AGENCY SERVICES LLC,
as Collateral Agent

By: J. Anderson
Name: Jennifer Anderson
Title: Director

SCHEDULE A

United States Trademark Applications

Mark	Country	Record Owner	Applicable No. / Date	Registration No. / Date	Status
 KNOX	US	Cansortium Holdings LLC aka Knox Medical	87526825 / 2017-07-13	5614487 / 2018-11-27	Valid (Principal Register)
KNOX MEDICAL (disclaimer: "MEDICAL")	US	Cansortium Holdings LLC aka Knox Medical	87451183/2017-05-16	5557249/2018-09-04	Valid (Supplemental Register)
FLUENT	US	Cansortium Holdings LLC	5-3-2019	N/A	Valid (Common Law)

Exh. III-A

LEGAL_US_E # 154775223.9

RECORDED: 05/14/2021

TRADEMARK
REEL: 007294 FRAME: 0529