

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H&H MEDICAL CORPORATION		05/14/2021	Corporation:
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	95 WASHINGTON STREET		
Internal Address:	FLOOR 2 SOUTH		
City:	BUFFALO		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4973172	THE BRICK	
Registration Number:	5693628	TACGAUZE	
Registration Number:	4871448	MILITARY GRADE. BATTLE TESTED.	
Registration Number:	4619733	HH	
Registration Number:	3930331	H-BANDAGE	
Registration Number:	5382550	H VENT	
Registration Number:	5789332	ECD	
Registration Number:	5424452	DUALSEAL	
Registration Number:	4861103	CLEARCOOL	
Registration Number:	4051115	CINCH TIGHT	
Registration Number:	3939318	BOLIN CHEST SEAL	
Registration Number:	6270767	MINITAC	
Registration Number:	5916806	READYCRIC	
Serial Number:	87627086	HEMGAUZE	
Serial Number:	77419398	SWAT-T	
Serial Number:	90587342	HEMGAUZE	
Serial Number:	90369363	TACWRAP	
Serial Number:	88696316	HH MED CORP	
TRADEMARK			

OP \$465.00 4973172

CORRESPONDENCE DATA**Fax Number:**

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.

Email: shorne@reedsmith.com**Correspondent Name:** JOHN PARK**Address Line 1:** 599 Lexington Avenue**Address Line 4:** New York, NEW YORK 10022

NAME OF SUBMITTER:	JOHN PARK
SIGNATURE:	/JOHN PARK/
DATE SIGNED:	05/18/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 14, 2021, made by each of the Persons listed on the signature pages hereto (collectively, the "Grantors") in favor of HSBC Bank USA, National Association (the "Lender" and, together with Affiliates of the Lender, the "Secured Parties").

W I T N E S S E T H:

WHEREAS, pursuant to Section 4.01(e) of that certain Security Agreement, dated as of September 9, 2020 (as amended by that certain Omnibus Consent and Amendment, dated as of April 30, 2021, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), among the grantors party thereto and the Lender, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, the Grantors and the Lender agree as follows:

SECTION 1. Grant of Security. As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Lender, for the ratable benefit of the Secured Parties, as hereinafter provided a security interest in all of such Grantor's right, title and interest in, to and under the following property, in each case whether tangible or intangible, wherever located, and whether now owned by such Grantor or hereafter acquired and whether now existing or hereafter coming into existence (all of the property described in this Section 1 being collectively referred to herein as "Collateral"):

(a) Grantor's represent and warrant that said Grantors have the full right to convey its interest in any Trademark listed in said Schedule A and has not granted any rights inconsistent with the rights granted herein;

(b) each Trademark, including, without limitation, each registered and applied for Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule A hereto;

(c) all Trademark Collateral; and

(d) all Proceeds of any of the foregoing, all Accessions to and substitutions and replacements for any of the foregoing, and, to the extent related to any of the foregoing, all books, correspondence, credit files, records, invoices and other papers (including all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Grantors or any computer bureau or service company from time to time acting for any Grantor.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment and performance of all Secured Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This 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 Secured

Parties with respect to the Collateral 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 any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in two or more counterparts, including counterparts executed on paper and counterparts that are electronic records and are executed using electronic signatures generated through the electronic execution process provided by the Lender, or such other electronic execution process acceptable to the Lender in its sole and absolute discretion. Each counterpart of this Agreement, when so executed, shall be deemed an original, but all of which shall constitute but one agreement. Delivery of a manually executed counterpart of a signature page of this Agreement by emailed PDF or JPEG from the applicable Grantor's e-mail address on file with the Lender, or any other electronic means acceptable to the Lender in its sole and absolute discretion that reproduces an image of such manually executed signature page, shall each be effective as delivery of a manually executed counterpart of such document; provided, that, the Lender, in its sole and absolute discretion, can require subsequent delivery of the manually executed counterpart of a signature page.

SECTION 6. Governing Law, Submission to Jurisdiction, Etc.

(a) Effectiveness; Binding Effect; Governing Law. This Agreement shall become effective when it shall have been executed by the Grantors and the Lender and thereafter shall be binding upon and inure to the benefit of the Grantors, the Lender, for the ratable benefit of the Secured Parties, and their respective successors and assigns (subject to Section 5.05 of the Security Agreement). THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PRINCIPLES WHICH WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

(b) Consent to Jurisdiction; Venue. All judicial proceedings brought against the Grantors with respect to this Agreement or the other Loan Documents may be brought in any state or federal court of competent jurisdiction in the State of New York in and for the County of New York or of the United States for the Southern District of New York (in each case sitting in the Borough of Manhattan), and by execution and delivery of this Agreement, each Grantor hereby irrevocably accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and each Grantor hereby irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement and the other Loan Documents. Each Grantor hereby irrevocably waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section 5.07(b) of the Security Agreement. Nothing in this Agreement or in any other Loan Document shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to any Loan Documents against the Grantors or its property in the courts of any jurisdiction.

(c) Service of Process. Each Grantor hereby irrevocably consents to service of process in the manner provided in Section 8.20 of the Credit Agreement.

SECTION 7. Separability of Provisions; Headings. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Section headings in this Agreement are included for convenience of reference only and shall not be given any substantive effect.


SECTION 8. Entire Agreement. This Agreement with all Exhibits and Schedules hereto and the other Loan Documents embody the entire agreement and understanding by and among the parties hereto and thereto relating to the subject matter hereof and thereof and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and thereof.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

H&H MEDICAL CORPORATION

By:


Name: Adam Johnson
Title: Treasurer and Assistant Secretary

Schedule A

U.S. Federal Trademark Registrations

Owner	Mark	Country	Serial No.	Registration No.	Status
H&H Medical Corporation	THE BRICK	US	86796574	4973172	Live
H&H Medical Corporation	TACGUAZE	US	87936284	5693628	Live
H&H Medical Corporation	Military Grade. Battle Tested.	US	86290209	4871448	Live
H&H Medical Corporation	HH	US	86055888	4619733	Live
H&H Medical Corporation	HEMGUAZE	US	87627086	N/A	Live
H&H Medical Corporation	H-Bandage	US	85144926	3930331	Live
H&H Medical Corporation	H VENT	US	87430461	5382550	Live
H&H Medical Corporation	ECD	US	87936287	5789332	Live
H&H Medical Corporation	DUALSEAL	US	87248054	5424452	Live
H&H Medical Corporation	CLEARCOOL	US	86526091	4861103	Live
H&H Medical Corporation	CINCH TIGHT	US	85335980	4051115	Live
H&H Medical Corporation	Bolin Chest Seal	US	85144930	3939318	Live
H&H Medical Corporation	SWAT-T	US	77419398	77419398	Live
H&H Medical Corporation	HEMGUAZE	US	90587342	N/A	Filed
H&H Medical Corporation	TACWRAP	US	90369363	N/A	Filed
H&H Medical Corporation	MINITAC	US	90041867	6270767	Live
H&H Medical Corporation	HH MED CORP	US	88696316	N/A	Filed
H&H Medical Corporation	READYCRIC	US	88336730	5916806	Live
H&H Medical Corporation	MILITARY GRADE. BATTLE TESTED.	EM	13482088	N/A	Filed

TRADEMARK

REEL: 007296 FRAME: 0854

RECORDED: 05/18/2021