

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ventlab, LLC		06/16/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Macquarie Capital Funding LLC, as Administrative Agent		
Street Address:	125 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5942329	VENTFLO	
Registration Number:	2763787	VENTLAB	
Registration Number:	5861833	SAFESPOT	
Registration Number:	4330568	STAT-CHECK	
Registration Number:	2695656	RESCUMED	
Registration Number:	2758435	BREATHTECH	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	51672.033		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		

CH \$165.00 5942329

DATE SIGNED:	06/16/2021
---------------------	------------

Total Attachments: 4

source=6c. TMSA (Ventlab, LLC)#page1.tif

source=6c. TMSA (Ventlab, LLC)#page2.tif

source=6c. TMSA (Ventlab, LLC)#page3.tif

source=6c. TMSA (Ventlab, LLC)#page4.tif

ASSIGNMENT FOR SECURITY – TRADEMARKS

June 16, 2021

WHEREAS, VENTLAB, LLC, a Michigan limited liability company (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into that certain Pledge and Security Agreement, dated June 16, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of MACQUARIE CAPITAL FUNDING LLC, a Delaware limited liability company, as the Administrative Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

VENTLAB, LLC

By:  _____

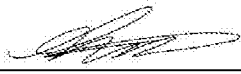
Name: Dan Bowen


Title: Chief Executive Officer

[ASSIGNMENT FOR SECURITY – TRADEMARKS (Ventlab, LLC)]

TRADEMARK
REEL: 007328 FRAME: 0164

MACQUARIE CAPITAL FUNDING LLC
as Administrative Agent

By: 
Name: Leigh Smith
Title: Authorized Signatory

By: 
Name: Althea Henedige
Title: Authorized Signatory

SCHEDULE A TO ASSIGNMENT FOR SECURITY

U.S. Trademarks and Trademark Applications

Owned by: Ventlab, LLC

Name	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Recorded Owner
VentFLO	United States	88395926	4/22/2019	5942329	12/24/2019	VENTLAB, LLC
VENTLAB	United States	76/431,033	7/12/2002	2,763,787	9/16/2003	VENTLAB, LLC
SAFESPOT	United States	88/325,453	3/5/2019	5861833	9/17/2019	VENTLAB, LLC
STAT-CHECK	United States	85/576,972	3/22/2012	4,330,568	5/7/2013	VENTLAB, LLC
RESCUMED	United States	76/430,756	7/12/2002	2,695,656	3/11/2003	VENTLAB, LLC
BREATHTECH	United States	76/430,755	7/12/2002	2,758,435	9/2/2003	VENTLAB, LLC

[ASSIGNMENT FOR SECURITY – TRADEMARKS (Ventlab, LLC)]