

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTMED, INC.		06/16/2021	Corporation: ARIZONA
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: 7			
Property Type	Number	Word Mark	
Registration Number:	1530724	BAGEASY	
Registration Number:	2144663	CIRCULAIRE	
Registration Number:	3395431	CO2 EASY	
Registration Number:	5011758	COMFORT SOFT PLUS	
Registration Number:	1884808	HEART	
Registration Number:	1898790	MINIHEART	
Registration Number:	3268752	MOSQUITO	
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 \$190.00 1530724

DATE SIGNED:	06/16/2021
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Total Attachments: 4

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ASSIGNMENT FOR SECURITY – TRADEMARKS

June 16, 2021

WHEREAS, WESTMED, INC., an Arizona corporation (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.

WESTMED, INC.

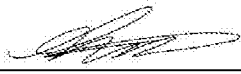



By: _____

Name: Dan Bowen

Title: Chief Executive Officer

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: Westmed, Inc.

Name	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Recorded Owner
BagEasy	United States	73721619	4/11/1988	1530724	3/21/1989	Westmed, Inc..
Circulaire	United States	75268472	4/3/1997	2144663	3/17/1998	Westmed, Inc..
CO2 Easy	United States	77037760	11/6/2006	3395431	3/11/2008	Westmed, Inc..
Comfort Soft Plus	United States	86823611	11/17/2015	5011758	8/2/2019	Westmed, Inc..
HEART	United States	74520100	5/2/1994	1884808	3/21/1995	Westmed, Inc..
MiniHEART-HiFlo	United States	74535900	6/8/1994	1898790	6/13/1995	Westmed, Inc..
MOSQUITO	United States	76574359	2/6/2004	3268752	7/24/2007	Westmed, Inc..

TRADEMARK

REEL: 007328 FRAME: 0205

RECORDED: 06/16/2021