

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655653

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MICROCARE, LLC		06/02/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	401 Plymouth Road
City:	Plymouth Meeting
State/Country:	PENNSYLVANIA
Postal Code:	19462
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5939833	QEZ
Registration Number:	3345663	REMOVER MAGIC
Registration Number:	3198420	ACID MAGIC
Registration Number:	3840930	BOAT MAGIC
Registration Number:	2787175	CERTOL
Registration Number:	2652688	V-CIDE
Registration Number:	1911028	IODO-FIVE
Registration Number:	1862226	EXCELLE
Registration Number:	1929062	PRO TECTOR
Registration Number:	1735571	VITAL DEFENSE
Registration Number:	1550037	PROTOUCH
Registration Number:	1372343	PROVIEW
Registration Number:	1403623	PROCHEK

CORRESPONDENCE DATA

Fax Number: 2158648999

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: 215.864.8352

TRADEMARK

Email: shorem@ballardspahr.com
Correspondent Name: Michael Shore
Address Line 1: Ballard Spahr LLP
Address Line 2: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

NAME OF SUBMITTER: Michael S. Shore

SIGNATURE: /Michael S. Shore/

DATE SIGNED: 06/23/2021

Total Attachments: 20

source=Supplemental IP Security Agreement#page1.tif
source=Supplemental IP Security Agreement#page2.tif
source=Supplemental IP Security Agreement#page3.tif
source=Supplemental IP Security Agreement#page4.tif
source=Supplemental IP Security Agreement#page5.tif
source=Supplemental IP Security Agreement#page6.tif
source=Supplemental IP Security Agreement#page7.tif
source=Supplemental IP Security Agreement#page8.tif
source=Supplemental IP Security Agreement#page9.tif
source=Supplemental IP Security Agreement#page10.tif
source=Supplemental IP Security Agreement#page11.tif
source=Supplemental IP Security Agreement#page12.tif
source=Supplemental IP Security Agreement#page13.tif
source=Supplemental IP Security Agreement#page14.tif
source=Supplemental IP Security Agreement#page15.tif
source=Supplemental IP Security Agreement#page16.tif
source=Supplemental IP Security Agreement#page17.tif
source=Supplemental IP Security Agreement#page18.tif
source=Supplemental IP Security Agreement#page19.tif
source=Supplemental IP Security Agreement#page20.tif

**SUPPLEMENTAL PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS SUPPLEMENTAL PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of June 2, 2021 is entered into by and among **MICROCARE, LLC**, a Delaware limited liability company (“MicroCare”, and together with any other Person that becomes a pledgor hereunder, each a “Pledgor” and collectively, the “Pledgors”), in favor of **KEYBANK NATIONAL ASSOCIATION**, as administrative agent (in such capacity, the “Administrative Agent”) under the Credit Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, including by the First Amendment to Loan Documents dated as of the date hereof, the “Credit Agreement”) dated as of May 28, 2020 by and among MICROCORE HOLDINGS, LLC, a Delaware limited liability company, MICROCORE INTERCO, LLC, a Delaware limited liability company, MICROCORE, LLC, a Delaware limited liability company, and ZYNON TECHNOLOGIES, LLC, a Connecticut limited liability company (collectively, the “Borrowers”), the Guarantors party thereto, the lenders and financial institutions party thereto (collectively, the “Lenders”) and the Administrative Agent, the Lenders have agreed to provide certain loans and other financial accommodations to the Borrowers and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein; and

WHEREAS, pursuant to the Credit Agreement and related documents, the Pledgors are executing and delivering this Agreement as a supplement to the Patent, Trademark and Copyright Security Agreement, dated as of May 28, 2020, among the Pledgors, the Borrowers party thereto, and the Administrative Agent (the “Existing Pledgor IP Security Agreement”) as a result of additional intellectual property acquired by the Pledgors after May 28, 2020 or not otherwise specifically scheduled in the Existing Pledgor IP Security Agreement.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as in effect in the State of New York on the date hereof and as amended from time to time (the “Code”).

(b) “Patents, Trademarks and Copyrights” shall mean and include all of the Pledgors’ present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications (excluding any trademark

applications filed in the United States Patent and Trademark Office on the basis of any Pledgor's "intent to use" such trademark), trademarks, copyrights and copyright applications, whether now owned or hereafter acquired by a Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Secured Obligations" shall mean and include the following: (i) all now existing and hereafter arising Obligations (as defined in the Credit Agreement); (ii) all obligations and liabilities of each and every Loan Party to the Administrative Agent, the Lenders or any Affiliate of a Lender under the Credit Agreement, any of the other Loan Documents, any Lender-Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Loan Party to the Administrative Agent, the Lenders or any Affiliate of a Lender (including an IRH Provider), now existing or hereafter incurred under the Credit Agreement, the Notes, the Guaranty Agreement, any of the other Loan Documents, any Lender-Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product, as any of the same or any one or more of them may be amended, restated, supplemented or otherwise modified from time to time, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to a Pledgor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to any such extensions of credit is not satisfied); (iii) all reimbursement obligations of each and every Loan Party with respect to any one or more Letters of Credit issued by the Issuing Lender or any Lender; (iv) all indebtedness, loans, obligations, expenses and liabilities of each and every Loan Party to the Administrative Agent or any of the Lenders or any Affiliate thereof (including any IRH Provider), arising out of any Lender-Provided Interest Rate Hedge; (v) all indebtedness, loans, obligations, expenses and liabilities of each and every Loan Party to the Administrative Agent or any of the Lenders or any Affiliate thereof, arising out of any Other Lender Provided Financial Service Product; and (vi) any sums advanced by the Administrative Agent, any Lender or any Affiliate thereof or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, any other Loan Documents, any Lender-Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product or pursuant to any other document or instrument at any time delivered to the Administrative Agent, any Lender or any Affiliate thereof in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Secured Obligations. Notwithstanding

anything to the contrary contained in the foregoing, the Secured Obligations shall not include any Excluded Swap Obligations.

(d) “Secured Party” means a holder of a Secured Obligation, including without limitation, the Administrative Agent, the Lenders, any IRH Provider or any Affiliate thereof providing any Other Lender Provided Financial Service Product; collectively, the “Secured Parties”.

2. As security for the payment and performance in full of the Secured Obligations, each Pledgor hereby assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all right, title and interest in or to any and all of its Patents, Trademarks and Copyrights now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor’s knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances other than Permitted Liens, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the limited liability company or corporate, as the case may be, power and authority to enter into this Agreement and perform its terms;

(e) as of the date hereof, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other Person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of any material Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 10 hereof;

(g) such Pledgor will not change its state of incorporation, formation or organization, except to the extent permitted pursuant to Section 7.2.16 [Changes in Organizational Documents] of the Credit Agreement;

(h) such Pledgor will not change its name except to the extent permitted pursuant to Section 7.2.16 [Changes in Organizational Documents] of the Credit Agreement; and

(i) such Pledgor shall preserve its limited liability company existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not a Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Secured Obligations shall have been satisfied in full (except contingent indemnification obligations for which no claim has been made and any Secured Obligations arising out of any Other Lender Provided Financial Service Product), the Commitments have been terminated and the Letters of Credit have expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement.

5. If, before the Secured Obligations shall have been satisfied in full in cash (except contingent indemnification obligations for which no claim has been made and any Secured Obligations arising out of any Other Lender Provided Financial Service Product), the Commitments have been terminated and the Letters of Credit have expired, a Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. The Pledgors and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Upon the occurrence of any Event of Default and at any time thereafter during the continuance thereof, the Administrative Agent shall have and may exercise, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement and the other Loan Documents, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction (including any jurisdiction in which the Patents, Trademarks and Copyrights may be located) and such other rights and remedies as may be provided by Law, including without limitation, immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgors, all of which are hereby expressly waived, and without advertisement, to sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Borrower Agent, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which a Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations in such order as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Pledgors or as required by law. Notice of any sale or other disposition of the Patents, Trademarks and

Copyrights shall be given to the Borrower Agent at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which the Pledgors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of the Pledgors, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. At such time as the Pledgors shall have paid in full in cash all of the Secured Obligations (except contingent indemnification obligations for which no claim has been made and any Secured Obligations arising out of any Other Lender Provided Financial Service Product), the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall automatically terminate and the Administrative Agent shall, at the request and at the sole cost of the Pledgors, execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest in accordance with the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations (except contingent indemnification obligations for

which no claim has been made and any Secured Obligations arising out of any Other Lender Provided Financial Service Product) shall have been paid in full in cash, the Commitments shall have terminated and the Letters of Credit have expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the applicable Pledgor to do so) and to preserve and maintain all rights in patent applications and Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any material Patent, Trademark or Copyright other than in the good faith determination of such Pledgor in its reasonable business judgment, without the consent of Administrative Agent, which consent shall not be unreasonably withheld.

11. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgors shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by a Pledgor.

12. No course of dealing between the Pledgors and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or the other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. This Agreement (together with the Security Agreement and the Existing IP Security Agreement) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior communications, oral and written, between the parties relating to a grant of a security interest in Patents, Trademarks and Copyrights by the Pledgors (other than, for the avoidance of doubt, the Security Agreement and the Existing IP Security Agreement). This Agreement may not be amended or supplemented except by a writing signed by the Administrative Agent and the Pledgors.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be deemed to be a contract under the Laws of the State of New York without regard to its conflicts of laws principles that could require the application of any other law.

18. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of executed signature pages by facsimile or other electronic transmission will constitute effective and binding execution and delivery.

19. All notices, requests, demands, directions and other communications given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 10.6 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

20. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of the Pledgors to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications the Pledgors are required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which each Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, each Pledgor agrees that each such provision hereof may be specifically enforced.

21. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE

ADMINISTRATIVE AGENT (INCLUDING AS ISSUER OF LETTERS OF CREDIT) OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST A PLEDGOR OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

22. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 21 HEREOF. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT TO ASSERT ANY SUCH DEFENSE.

23. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.6 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

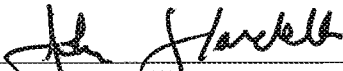
24. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 24.

25. This Agreement is in addition to the Existing Pledgor IP Security Agreement and does not replace the Existing Pledgor IP Security Agreement, which remains in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

MICROCARE, LLC

By: 
Name: John Stardellis
Title: Chief Financial Officer and Secretary

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

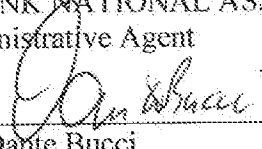
By: _____
Name: Dante Bucci
Title: Senior Relationship Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

MICROCARE, LLC

By: _____
Name: John Stardellis
Title: Chief Financial Officer and Secretary

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Name: Dante Bucci
Title: Senior Relationship Manager

SCHEDULE A
TO
SUPPLEMENTAL PATENT, TRADEMARK AND COPYRIGHT SECURITY
AGREEMENT
LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

(See Attached)

SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

I. Patents

	TITLE	COUNTRY	APPLICATION NO. FILING DATE	INVENTORS	PATENT NO. ISSUE DATE
1.	Medical kit and dispenser for medical kits	United States	Appl. No.: 16/017,047 Filed: June 25, 2018	Edward A. Cassinis	Patent No. 10,675,120 Issued: June 9, 2020
2.	Medical Kit and Dispenser for Medical Kits	United States	Appl. No.: 16/017,001 Filed: June 25, 2018	Edward A. Cassinis	Patent No.: 10,675,119 Issued: June 9, 2020
3.	Medical kit and dispenser for medical kits	United States	Appl. No.: 16/017,127 Filed: June 25, 2018	Edward A. Cassinis	Patent No.: 10,285,774 Issued: May 4, 2019
4.	Medical Kit and Dispenser for Medical Kits	United States	Appl. No.: 16/871,289 Filed: May 11, 2020	Edward A. Cassinis	None

II. Trademarks and Trade Names

MARK	COUNTRY	APPLICATION NO. FILING DATE	GOODS / SERVICES DATE OF FIRST USE	REGISTRATION NO. REGISTRATION DATE	MAINTENANCE STATUS
1. QEZ	United States	Serial Number: 88-248,487 Filing Date: January 3, 2019	IC 005. US 006 018 044 046 051 052. G & S: Cleaning and transport kits for endoscopes containing a cleaning solutions for medical use for use to decontaminate the endoscope, a sponge for cleaning the endoscope, a transport bag for transporting the endoscope, or bags containing water. FIRST USE: 20191001. FIRST USE IN COMMERCE: 20191001	Registration Number: 5,939,833 Registration Date: December 17, 2019	Registered
2. REMOVER MAGIC	United States	Serial Number: 78-774,426 Filing Date: December 15, 2005	(CANCELLED) IC 003. US 001 004 006 050 051 052. G & S: CLEANING PREPARATIONS FOR USE IN THE REMOVAL OF GRAFFITI. FIRST USE: 20060100. FIRST USE IN COMMERCE: 20060100	Registration Number: 3,345,663 Registration Date: November 27, 2007	Cancelled/Dead
3. ACID MAGIC	United States	Serial Number: 78-765,841 Filing Date: December 2, 2005	IC 003. US 001 004 006 050 051 052. G & S: ALL PURPOSE CLEANING PREPARATIONS AND SOLUTIONS FOR HOUSEHOLD, INDUSTRIAL AND COMMERCIAL USES. FIRST USE: 20020100. FIRST USE IN COMMERCE: 20020100	Registration Number: 3,198,420 Registration Date: January 16, 2007	Renewed
4. BOAT MAGIC	United States	Serial Number: 77-921,226 Filing Date: January 27, 2010	IC 003. US 001 004 006 050 051 052. G & S: CLEANING PREPARATIONS, NAMELY, CLEANING SOLUTIONS FOR MARINE VESSELS. FIRST USE: 20100100. FIRST USE IN COMMERCE: 20100100	Registration Number: 3,840,930 Registration Date: August 31, 2010	Renewed

MARK	COUNTRY	APPLICATION NO. FILING DATE	GOODS / SERVICES DATE OF FIRST USE	REGISTRATION NO. REGISTRATION DATE	MAINTENANCE STATUS
5. CERTOL	United States	Serial Number: 76-344,578 Filing Date: November 29, 2001	IC 001. US 001 005 006 010 026 046. G & S: CHEMICALS, NAMELY SURFACTANTS; SOLVENTS; ROCK SALT; MAGNESIUM CHLORIDE; DRYING AGENTS AND DESCALERS FOR INDUSTRIAL AND HEALTH CARE USES. FIRST USE: 20011200. FIRST USE IN COMMERCE: 20011200 IC 003. US 001 004 006 050 051 052. G & S: CLEANING PREPARATIONS AND SOLUTIONS FOR HOUSEHOLD, INDUSTRIAL, AND HEALTH USES; MULTI-PURPOSE AND FURNITURE POLISH; FLOOR FINISH PREPARATIONS AND POLISH; AUTOMOBILE WAX; DEGREASING PREPARATIONS; MILDEW, RUST, TAR, CARBON, CORROSION, LIME AND SCALE REMOVERS; TIRE AND VINYL CLEANING AND PROTECTIVE SOLUTIONS; DETERGENT; BLEACH; STARCH; FABRIC SOFTENERS AND RINSE AIDS; SOAPS; SHAMPOO; AND MOUTHWASH FOR INDUSTRIAL AND HEALTH CARE USES. FIRST USE: 20011200. FIRST USE IN COMMERCE: 20011200	Registration Number: 2,787,175 Registration Date: November 25, 2003	Renewed

MARK	COUNTRY	APPLICATION NO. FILING DATE	GOODS / SERVICES DATE OF FIRST USE	REGISTRATION NO. REGISTRATION DATE	MAINTENANCE STATUS
			IC 004. US 001 006 015. G & S: LUBRICANTS FOR INDUSTRIAL USE. FIRST USE: 20011200. FIRST USE IN COMMERCE: 20011200 IC 005. US 006 018 044 046 051 052. G & S: AIR AND HOUSEHOLD DEODORANTS; DISINFECTANT AND STERILIZATION SOLUTIONS. FIRST USE: 20011200. FIRST USE IN COMMERCE: 20011200 IC 010. US 026 039 044. G & S: MEDICAL DEVICES, NAMELY STERILIZATION MONITORING DEVICES AND TUBING; SELF SEALING POUCHES; PROTECTIVE GLOVES, EYEWEAR AND MASKS; DISPOSABLE PROTECTIVE COVERINGS AND EQUIPMENT FOR INDUSTRIAL AND HEALTH CARE USES. FIRST USE: 20011200. FIRST USE IN COMMERCE: 20011200		

MARK	COUNTRY	APPLICATION NO. FILING DATE	GOODS / SERVICES DATE OF FIRST USE	REGISTRATION NO. REGISTRATION DATE	MAINTENANCE STATUS
6. V-CIDE	United States	Serial Number: 76-297,376 Filing Date: August 8, 2001	IC 005. US 006 018 044 046 051 052. G & S: STERILIZATION AND/OR DISINFECTANT SOLUTION FOR USE IN MEDICAL PROCEDURES. FIRST USE: 20020201. FIRST USE IN COMMERCE: 20020201	Registration Number: 2,652,688 Registration Date: November 19, 2002	Renewed
7. IODO-FIVE (Typed Drawing)	United States	Serial Number: 74-466,367 Filing Date: December 3, 1993	(CANCELLED) IC 005. US 006 018 044 046 051 052. G & S: iodine complex disinfectant cleanser; iodine complex disinfectant system comprised of iodine concentration monitor, iodine corrosion/rust inhibitor, stain neutralizer/remover, spray dispenser bottle and sponge, all for use in hospitals and medical facilities. FIRST USE: 19890100. FIRST USE IN COMMERCE: 19890000	Registration Number: 1,911,028 Registration Date: August 15, 1995	Cancelled/Dead
8. EXCELLE (Typed Drawing)	United States	Serial Number: 74-466,365 Filing Date: December 3, 1993	IC 005. US 018. G & S: antimicrobial/antiseptic skin cleanser. FIRST USE: 19890100. FIRST USE IN COMMERCE: 19890100	Registration Number: 1,862,226 Registration Date: November 15, 1994	Renewed
9. PRO TECTOR (Typed Drawing)	United States	Serial Number: 74-465,541 Filing Date: December 6, 1993	IC 010. US 044. G & S: medical sharps disposal containers, needle puncture guards for medical use, sheaths for medical use to prevent needle punctures, medical infectious waste collector bags and kits containing labels for medical use to provide information concerning compliance with safety	Registration Number: 1,929,062 Registration Date: October 24, 1995	Renewed

MARK	COUNTRY	APPLICATION NO. FILING DATE	GOODS / SERVICES DATE OF FIRST USE	REGISTRATION NO. REGISTRATION DATE	MAINTENANCE STATUS
10. VITAL DEFENSE (Typed Drawing)	United States	Serial Number: 74-134,113 Filing Date: January 28, 1991	requirements, FIRST USE: 19890100, FIRST USE IN COMMERCE: 19890100 (CANCELLED) IC 003, US 001 004 006 050 051 052, G & S: [hand care lotion for use in the dental office by the dental profession and office staff], FIRST USE: 19911007, FIRST USE IN COMMERCE: 19920826 IC 005, US 006 018 052, G & S: infection control preparations for use by the dental profession; namely, antimicrobial and antiseptic handwashes; preparations for sterilizing and disinfecting dental instruments, apparatus and equipment; preparations for sterilizing and disinfecting surfaces in dental offices. FIRST USE: 19911007, FIRST USE IN COMMERCE: 19911007 (CANCELLED) IC 010, US 026 039 044, G & S: [protective masks and] [gloves for use by the dental profession], FIRST USE: 19911007, FIRST USE IN COMMERCE: 19911007	Registration Number: 1,735,571 Registration Date: November 24, 1992	Renewed

MARK	COUNTRY	APPLICATION NO. FILING DATE	GOODS / SERVICES DATE OF FIRST USE	REGISTRATION NO. REGISTRATION DATE	MAINTENANCE STATUS
11. PROTOUCH (Typed Drawing)	United States	Serial Number: 73-725,294 Filing Date: April 29, 1988	IC 010. US 044. G & S: NON-STERILE LATEX DENTAL EXAMINATION GLOVES. FIRST USE: 19851200. FIRST USE IN COMMERCE: 19860100	Registration Number: 1,550,037 Registration Date: August 1, 1989	Abandoned
12. PROVIEW (Typed Drawing)	United States	Serial Number: 73-537,549 Filing Date: May 14, 1985	IC 010. US 044. G & S: MEDICAL DEVICES - NAMELY, SEALABLE PLASTIC INSTRUMENT STERILIZATION BAGS, POUCHES AND TUBES WITH HEAT SENSITIVE TEMPERATURE INDICATING DEVICES ATTACHED THERETO FOR USE IN DRY OR WET HEAT STERILIZATION UNITS TO STERILIZE MEDICAL INSTRUMENTS AND INDICATE THE EXISTENCE OF SATISFACTORY STERILIZATION CONDITIONS THEREIN. FIRST USE: 19830600. FIRST USE IN COMMERCE: 19830600	Registration Number: 1,372,343 Registration Date: November 26, 1985	Renewed

MARK	COUNTRY	APPLICATION NO. FILING DATE	GOODS / SERVICES DATE OF FIRST USE	REGISTRATION NO. REGISTRATION DATE	MAINTENANCE STATUS
13. PROCHEK (Typed Drawing)	United States	Serial Number: 73-537,547 Filing Date: May 14, 1985	IC 001. US 006. G & S; DISPOSABLE STRIP INDICATOR WITH A CHEMICALLY TREATED PAD FOR INDICATING THE DIALDEHYDE CONCENTRATION WITHIN A DISINFECTING/STERILIZING SOLUTION FOR MEDICAL INSTRUMENTS. FIRST USE: 19850400. FIRST USE IN COMMERCE: 19850400	Registration Number: 1,403,623 Registration Date: August 5, 1986	Renewed

III. Copyrights

None.

4267050; 4; 01031-103.001

A-9