

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZAVATION MEDICAL PRODUCTS, LLC		06/30/2021	Limited Liability Company: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	c/o Cortland Capital Market Services LLC, 225 W. Washington Street, 9th Floor		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6279999	TI3Z	
Registration Number:	6040456	EZSPAND	
Registration Number:	6040457	MILC	
Registration Number:	5880841	UNIFUZE	
Registration Number:	5602863	EZ PLATE	
Registration Number:	5915375	STERICERV	
Registration Number:	5257083	Z-DIRECT	
Registration Number:	5381184	SWIFT TIP TECHNOLOGY	
Registration Number:	5050616	Z-LINK	
Registration Number:	4814004	ZVPLASTY	
Registration Number:	4180761	ZV ZAVATION	
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:	312-577-8574		
Email:	humberto.aquino@katten.com		

CH \$290.00 6279999

Correspondent Name: HUMBERTO AQUINO C/O KATTEN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 385629-00248

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 06/30/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2021 (this “Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC (“Varagon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Loan Parties, the Lenders from time to time party thereto and Varagon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its registered and applied for United States Trademarks and all exclusive IP Licenses providing for the grant by or to such Grantor of any right under any Trademark (other than any Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that the Trademark Collateral shall not include any "intent to use" Trademark applications unless and until a statement of use or amendment to allege use is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of a Grantor in such trademarks is no longer on an "intent-to-use" basis (at which time such trademarks shall automatically be subject to the security interest granted by the Grantors to the Administrative Agent hereunder).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

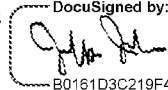
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ZAVATION MEDICAL PRODUCTS, LLC

as DocuSigned by:



By: B0161D3C219F483...

Name: Jeffrey Johnson

Title: Chief Executive Officer, President and
Secretary

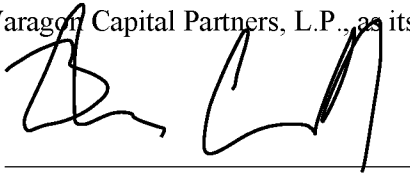
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007341 FRAME: 0624

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: Varagon Capital Partners, L.P., as its sole Member


By: _____

Name: Brian Carroll
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
TI3Z	88596566	8/28/19	6279999	3/2/21	Zavation Medical Products, LLC
EZSPAND	88400439	4/24/19	6040456	4/28/20	Zavation Medical Products, LLC
MILC	88400522	4/24/19	6040457	4/28/20	Zavation Medical Products, LLC
UNIFUZE	87877923	4/16/18	5880841	10/8/19	Zavation Medical Products, LLC
EZ PLATE	87624281	9/27/17	5602863	11/6/18	Zavation Medical Products, LLC
STERICERV	87595918	9/5/17	5915375	11/19/19	Zavation Medical Products, LLC
Z-DIRECT	86865488	1/5/16	5257083	8/1/17	Zavation Medical Products, LLC
SWIFT TIP TECHNOLOGY	86865466	1/5/16	5381184	1/16/18	Zavation Medical Products, LLC
Z-LINK	86580822	3/30/15	5050616	9/27/16	Zavation Medical Products, LLC
ZVPLASTY	86292350	5/27/14	4814004	9/15/15	Zavation Medical Products, LLC
ZV ZAVATION	85387077	8/2/11	4180761	7/24/12	Zavation Medical Products, LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.