

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dialyze Holdings, LLC		08/04/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OAKTREE FUND ADMINISTRATION, LLC		
Street Address:	333 S. Grand Avenue, 28th Fl.		
Internal Address:	Attn: Oaktree Agency		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4707722	DD DIALYZE DIRECT	
Registration Number:	4699415	COMFORT DIALYSIS	
Registration Number:	4708434	WE DO DIALYSIS DIFFERENTLY	
Registration Number:	4866687	DIALYZE DIRECT	
Registration Number:	5507969	DIALYSIS WITH DIGNITY	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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:	(212) 558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
ATTORNEY DOCKET NUMBER:	018392.00079 (RAD)		
NAME OF SUBMITTER:	RAFFAELE A. DEMARCO		
SIGNATURE:	/RAFFAELE A. DEMARCO/		

OP \$140.00 4707722

DATE SIGNED:	08/04/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2021 (“**Trademark Security Agreement**”), made by Dialyze Holdings, LLC (the “**Trademark Grantor**”), is in favor of Oaktree Fund Administration, LLC, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantor is party to a Security Agreement, dated as August 4, 2021 (the “**Security Agreement**”) in favor of the Administrative Agent, pursuant to which the Trademark Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, the Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Trademark Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Trademark Grantor listed on **Schedule 1** attached hereto; provided, that no Lien or security interest is granted hereunder with respect to any Excluded Assets;

(b) to the extent not covered by **clause (a)**, all income, royalties and other payments now or hereafter due and payable with respect to any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action for past, present, or future infringement of any of the Trademarks or unfair competition regarding the same.

[Signature page to Trademark Security Agreement]

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Trademark Grantor has caused this
TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized
officer as of the date first above written.


DIALYZE HOLDINGS, LLC


DocuSigned by:
By: 
Name: Henry Katfheil
Title: Chief Executive Officer

Address:

Dialyze Holdings, LLC
4714 16th Avenue, 4th Floor
Brooklyn, NY 11204
Attn: Yehuda Markovits
Email: ymarkovits@dialyzedirect.com
Phone: 718-506-1738

Accepted and Agreed:
OAKTREE FUND ADMINISTRATION, LLC, as the Administrative Agent

DocuSigned by:

By _____
Name: Kendall Bass
Title: Vice President

DocuSigned by:

By _____
Name: Henry Orren
Title: Senior Vice President

Address for Notices: Oaktree Fund Administration, LLC
333 S. Grand Avenue, 28th Fl.
Los Angeles, CA 90071
Attn: Oaktree Agency
Email: Oaktreeagency@alterdomus.com

With a copy to:
Oaktree Capital Management, L.P.
333 S. Grand Avenue, 28th Fl.
Los Angeles, CA 90071
Attn: Aman Kumar
Email: AmKumar@oaktreecapital.com

TRADEMARKSTrademark Registrations and Applications

Trademark	Filed Date	Serial Number	Reg. No.	Reg. Date	Owner
DD DIALYZE DIRECT	7/28/2014	86349977	4707722	3/24/2015	Dialyze Holdings, LLC
COMFORT DIALYSIS	7/28/2014	86350002	4699415	3/10/2015	Dialyze Holdings, LLC
WE DO DIALYSIS DIFFERENTLY	10/22/2014	86431015	4708434	3/24/2015	Dialyze Holdings, LLC
DIALYZE DIRECT	5/1/2015	86617286	4866687	12/8/2015	Dialyze Holdings, LLC
DIALYSIS WITH DIGNITY	11/27/2017	87697810	5507969	7/3/2018	Dialyze Holdings, LLC