

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LivaNova USA, Inc.		08/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as collateral agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4019109	ASPIREHC	
Registration Number:	4564497	ASPIRESR	
Registration Number:	4371413	CAMP NEURON	
Registration Number:	1586619	CYBERONICS	
Registration Number:	1671051	CYBERONICS	
Registration Number:	4804338	PROGUARDIAN	
Registration Number:	4809103	VITARIA	
Registration Number:	4818939	VITARIA	
Registration Number:	3607760	VNS THERAPY	
Registration Number:	3464300	DEMIPULSE	
Registration Number:	3464301	DEMIPULSE DUO	
Registration Number:	6243032	EPSY	
Registration Number:	3420485	PERENNIA	
Registration Number:	4187926	PERENNIADURA	
Registration Number:	4074707	PERENNIAFLEX	
Registration Number:	2792216	APEX	
Registration Number:	2112810	LAMINA	
Registration Number:	2691488	REVOLUTION	
Registration Number:	1722932	SAT/HCT	

CH \$565.00 4019109

Property Type	Number	Word Mark
Registration Number:	2398201	SMARXT
Registration Number:	6171061	LIFESPARC
Serial Number:	90455788	

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.00359
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	08/16/2021

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT, dated as of August 13, 2021 (this “Agreement”), among LivaNova USA, Inc. (the “Grantor”) and Goldman Sachs Bank USA, as collateral agent (in such capacity, the “First Lien Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of August 13, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”) among LIVANOVA PLC, a public limited company organised and existing under the laws of England and Wales with company number 09451374 and having its registered address at 20 Eastbourne Terrace, London, W2 6LG (“Holdings”), LIVANOVA USA, INC., a Delaware corporation (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and GOLDMAN SACHS BANK USA, as First Lien Administrative Agent and (b) the First Lien Collateral Agreement dated of August 13, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”) among the Borrower, the other Grantors from time to time party thereto, Holdings, and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by fax, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LIVANOVA USA, INC., as Grantor

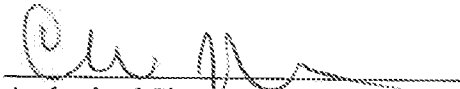
DocuSigned by:
By: Kevin Smith
Name: Kevin Smith
Title: Chief Accounting Officer

GOLDMAN SACHS BANK USA, as First
Lien Collateral Agent

By: _____
Authorized Signatory

GOLDMAN SACHS BANK USA, as First
Lien Collateral Agent

By:


Authorized Signatory

G.D. JOHNSTON

Schedule I

TRADEMARKS

Trademark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
ASPIREHC	LIVANOVA USA, INC.	4019109	30-Aug-11
ASPIRESR	LIVANOVA USA, INC.	4564497	8-Jul-14
CAMP NEURON	LIVANOVA USA, INC.	4371413	23-Jul-13
CYBERONICS	LIVANOVA USA, INC.	1586619	13-Mar-90
CYBERONICS (LOGO)	LIVANOVA USA, INC.	1671051	7-Jan-92
PROGUARDIAN	LIVANOVA USA, INC.	4804338	1-Sep-15
VITARIA	LIVANOVA USA, INC.	4809103	8-Sep-15
VITARIA (LOGO)	LIVANOVA USA, INC.	4818939	22-Sep-15
VNS THERAPY	LIVANOVA USA, INC.	3607760	14-Apr-09
DEMIPULSE	LIVANOVA USA, INC.	3464300	8-Jul-08

Trademark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
DEMIPULSE DUO	LIVANOVA USA, INC.	3464301	8-Jul-08
EPSY	LIVANOVA USA, INC.	6243032	12-Jan-21
EPSY (LOGO)	LIVANOVA USA, INC.	90455788	8-Jan-21
PERENNIA	LIVANOVA USA, INC.	3420485	29-Apr-08
PERENNIADURA	LIVANOVA USA, INC.	4187926	7-Aug-12
PERENNIAFLEX	LIVANOVA USA, INC.	4074707	20-Dec-11
SENTIVA	LIVANOVA USA, INC.	5348353	5-Dec-17
APEX	SORIN GROUP USA, INC. (Legal Owner: LIVANOVA USA, INC.)	2792216	9-Dec-03
LAMINA	SORIN GROUP USA, INC. (Legal Owner: LIVANOVA USA, INC.)	2112810	11-Nov-97
REVOLUTION	SORIN GROUP USA, INC. (Legal Owner: LIVANOVA USA, INC.)	2691488	25-Feb-03
SAT/HCT	SORIN GROUP USA, INC. (Legal Owner: LIVANOVA USA, INC.)	1722932	6-Oct-92

Trademark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
SMARXT	SORIN GROUP USA, INC. (Legal Owner: LIVANOVA USA, INC.)	2398201	24-Oct-00
LIFESPARC	LIVANOVA USA, INC.	6171061	6-Oct-20