

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Access Closure, Inc.		08/02/2021	Corporation: DELAWARE
Cordis US Corp.		08/02/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 59			
Property Type	Number	Word Mark	
Registration Number:	4489346	ADROIT	
Registration Number:	2963791	ANGIOGUARD	
Registration Number:	5076703	AQUATRACK	
Registration Number:	2493903	ATW	
Registration Number:	1933744	AVANTI	
Registration Number:	2610492	AVIATOR	
Registration Number:	1574644	BIPAL	
Registration Number:	846345	CORDIS	
Registration Number:	1941620	ECOPAC	
Registration Number:	5195977	ELITECROSS	
Registration Number:	4084914	EMPIRA	
Registration Number:	4106267	EXOSEAL	
Registration Number:	4653088	GRIP TECHNOLOGY	
Registration Number:	6097228	INCRAFT	
Registration Number:	1834524	INFINITI	
Registration Number:	2506462	MAXI LD	
Registration Number:	3432082	MYNX	
Registration Number:	5858134	MYNX CONTROL	

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Property Type	Number	Word Mark
Registration Number:	4144053	MYNXGRIP
Registration Number:	6163930	G MYNXGRIP
Registration Number:	2229378	NYLEX
Registration Number:	2737394	OPTA
Registration Number:	2843727	OPTEASE
Registration Number:	1626920	PALMAZ
Registration Number:	3342464	PALMAZ BLUE
Registration Number:	2735203	PALMAZ GENESIS
Registration Number:	5041455	PAXWIRE
Registration Number:	3615963	POWERFLEX
Registration Number:	2612953	PRECISE
Registration Number:	3427353	PRECISE PRO RX
Registration Number:	5596009	RAILWAY
Registration Number:	6059171	RAIN SHEATH
Registration Number:	2465976	S.M.A.R.T.
Registration Number:	3431722	S.M.A.R.T. CONTROL
Registration Number:	4676094	SABER
Registration Number:	2286349	SHINOBI
Registration Number:	2825523	SLALOM
Registration Number:	3561509	SLEEK
Registration Number:	2574186	SLX
Registration Number:	2008946	STABILIZER
Registration Number:	3968592	STORQ
Registration Number:	1618603	SUPER TORQUE
Registration Number:	2416099	TEMPO
Registration Number:	3319086	TEMPO AQUA
Registration Number:	1773524	THRULUMEN
Registration Number:	4069684	TRAPEASE
Registration Number:	2851524	VISEASE
Registration Number:	1912392	VISTA BRITE TIP
Registration Number:	2048304	WIZDOM
Serial Number:	87920523	BRITE TIP RADIANTZ
Serial Number:	90785073	GUIDETRACK
Serial Number:	75526343	OUTBACK
Serial Number:	90064554	PALMAZ-MULLINS XD
Serial Number:	88348035	RADIAL 360
Serial Number:	88348065	RADIAL 360
Serial Number:	88103975	RBL-JK

Property Type	Number	Word Mark
Serial Number:	88103983	RBL-TG
Serial Number:	87920501	S.M.A.R.T. RADIANTZ
Serial Number:	87920083	SABERX RADIANTZ

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1458039 TM
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	08/24/2021

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “IP Security Agreement”), dated as of August 2, 2021, among the Persons listed on the signature pages hereof (the “Grantors”), and **DEUTSCHE BANK AG NEW YORK BRANCH**, as collateral agent for the Secured Parties (in such capacity, together with its successors, assigns, designees and sub-agents in such capacity, the “Collateral Agent”).

A. Reference is made to that certain Security Agreement, dated as of August 2, 2021 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”), among **BAYOU INTERMEDIATE I, LLC**, a Delaware limited liability company, as Holdings (“Holdings”), **BAYOU INTERMEDIATE II, LLC**, a Delaware limited liability company, as the Borrower (the “Borrower”), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals hereto) shall have the meanings assigned to such terms in the Security Agreement and the rules of construction and other interpretive provisions applicable thereto (including with respect to terms defined in the preamble and recitals hereto), shall apply to this IP Security Agreement.

C. Pursuant to Section 4.4(e) of the Security Agreement, each Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor’s U.S. Recordable Intellectual Property with the United States Patent and Trademark Office (“USPTO”).

Accordingly, the Collateral Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “Collateral”) as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor:

(i) the United States trademark and service mark registrations and applications and exclusive licenses thereof set forth on Schedule A hereto (provided that no security interest shall be granted in any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto), including all goodwill associated therewith or symbolized thereby (the “Trademarks”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment of or unfair competition with any of the foregoing, and to receive and collect injunctive or other equitable relief and damages and compensation; and

(iv) all rights to receive and collect Proceeds from any of the foregoing.

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the Secured Parties but for the

fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental officer to record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. Section 13.12 (*GOVERNING LAW*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, expenses and other charges and disbursements of counsel for the Collateral Agent.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

ACCESS CLOSURE, INC.,
a Delaware corporation

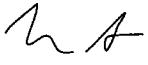
By: 
Name: Shahriar Matin
Title: Chief Executive Officer

CORDIS US CORP.,
a Delaware corporation

By: 
Name: Shahriar Matin
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 

Name: Michael Strobel
Title: Vice President
michael-p.strobel@db.com
212-250-0939


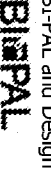
By: 

Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

SCHEDULE A TO THE TRADEMARK
SECURITY AGREEMENT

U.S. Intellectual Property Registrations and Applications

A. Trademarks and Trademark Applications


Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Status	Next Due Date	Current Owner of Record
ADROIT	United States	85/764889 26-Oct-2012	4489346 25-Feb-2014	10	Registered	25-Feb-2024 Renewal	Cordis US Corp.
ANGIOGUARD	United States	76/589719 30-Apr-2004	2963791 28-Jun-2005	10	Registered	28-Jun-2025 Renewal	Cordis US Corp.
AQUATRACK	United States	86/858998 28-Dec-2015	5076703 08-Nov-2016	10	Registered	08-Nov-2022 6-year use	Cordis US Corp.
ATW and Design 	United States	75/793887 07-Sep-1999	2493903 02-Oct-2001	10	Registered	02-Oct-2021 Renewal	Cordis US Corp.
AVANTI	United States	74/428439 25-Aug-1993	1933744 07-Nov-1995	10	Registered	07-Nov-2025 Renewal	Cordis US Corp.
AVIATOR	United States	76/129355 18-Sep-2000	2610492 20-Aug-2002	10	Registered	20-Aug-2022 Renewal	Cordis US Corp.
BI-PAL and Design 	United States	73/786439 13-Mar-1989	1574644 02-Jan-1990	10	Registered	02-Jan-2030 Renewal	Cordis US Corp.
BRITTE TIP RADIANZ	United States	87/920523 14-May-2018	—	10	Pending	02-Jan-2022 Statement of Use	Cordis US Corp.
CORDIS	United States	72/266736 15-Mar-1967	0846345 19-Mar-1968	10	Registered	19-Mar-2028	Cordis US Corp.

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Status	Next Due Date	Current Owner of Record
ECOPAC	United States	74/484068 31-Jan-1994	1941620 12-Dec-1995	10	Registered	12-Dec-2025 Renewal	Cordis US Corp.
ELITECROSS	United States	86/379994 28-Aug-2014	5195977 02-May-2017	10	Registered	02-May-2023 6-year use	Cordis US Corp.
EMPIRA	United States	85/173586 10-Nov-2010	4084914 10-Jan-2012	10	Registered	10-Jan-2022 Renewal	Cordis US Corp.
EXOSEAL	United States	85/055837 07-Jun-2010	4106267 28-Feb-2012	10	Registered	28-Feb-2022 Renewal	Cordis US Corp.
GRIP TECHNOLOGY	United States	85/150033 11-Oct-2010	4653088 09-Dec-2014	10	Registered	09-Dec-2024 Renewal	Access Closure, Inc.
GUIDETRACK	United States	90/785073 21-Jun-2021	—	10	Pending Intent to Use	—	Cordis US Corp.
INGRAFT	United States	88/215707 04-Dec-2018	6097228 07-Jul-2020	10	Registered	07-Jul-2026 6-year use	Cordis US Corp.
INFINITI	United States	74/312592 10-Sep-1992	1834524 03-May-1994	10	Registered	03-May-2024 Renewal	Cordis US Corp.
MAXI LD	United States	76/165721 16-Nov-2000	2506462 13-Nov-2001	10	Registered	13-Nov-2021 Renewal	Cordis US Corp.
MYNX	United States	77/066337 18-Dec-2006	3432082 20-May-2008	10	Registered	20-May-2028 Renewal	Access Closure, Inc.
MYNX CONTROL	United States	87/724846 18-Dec-2017	5858134 10-Sep-2019	10	Registered	10-Sep-2025 6-year use	AccessClosure, Inc.
MYNXGRIP	United States	85/280686 29-Mar-2011	4144053 15-May-2012	10	Registered	15-May-2022 Renewal	Access Closure, Inc.

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Status	Next Due Date	Current Owner of Record
MYNXGRIP Logo  MYNXGRIP	United States	88/839052 18-Mar-2020	6163930 29-Sep-2020	10	Registered	29-Sep-2026 6-year use	Access Closure, Inc.
NVLEX	United States	75/169903 23-Sep-1996	2229378 02-Mar-1999	10	Registered	02-Mar-2029 Renewal	Cordis US Corp.
OPTA	United States	76/049929 17-May-2000	2737394 15-Jul-2003	10	Registered	15-Jul-2023 Renewal	Cordis US Corp.
OPTASE	United States	76/473977 18-Oct-2002	2843727 18-May-2004	10	Registered	18-May-2024 Renewal	Cordis US Corp.
OUTBACK	United States	75/526343 27-Jul-1998	13-Jun-2000	10	Registered	13-Jun-2030 Renewal	Cordis US Corp.
PALMAZ	United States	74/028808 14-Feb-1990	1626920 11-Dec-1990	10	Registered	11-Dec-2030 Renewal	Cordis US Corp.
PALMAZ BLUE	United States	76/667477 13-Oct-2006	3342464 27-Nov-2007	10	Registered	27-Nov-2027 Renewal	Cordis US Corp.
PALMAZ GENESIS	United States	76/129356 18-Sep-2000	2735203 08-Jul-2003	10	Registered	08-Jul-2023 Renewal	Cordis US Corp.
PALMAZ-MULLINS XD	United States	90/064554 21-Jul-2020	—	10	Pending Intent to Use	—	Cordis US Corp.
PAXWIRE	United States	86/005885 09-Jul-2013	5041455 13-Sep-2016	10	Registered	13-Sep-2022 6-year use	AccessClosure, Inc.
POWERFLEX	United States	77/588570 08-Oct-2008	3615963 05-May-2009	10	Registered	05-May-2029 Renewal	Cordis US Corp.

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Status	Next Due Date	Current Owner of Record
PRECISE	United States	75/415988 09-Jan-1998	2612953 27-Aug-2002	10	Registered	27-Aug-2022 Renewal	Cordis US Corp.
PRECISE PRO RX	United States	76/671604 22-Jan-2007	3427353 13-May-2008	10	Registered	13-May-2028 Renewal	Cordis US Corp.
RADIAL 360	United States	88/348035 20-Mar-2019	—	10	Pending Intent to Use	29-Dec-2021 Statement of Use	Cordis US Corp.
RADIAL 360 and Design 	United States	88/348065 20-Mar-2019	—	10	Pending Intent to Use	29-Dec-2021 Statement of Use	Cordis US Corp.
RAILWAY	United States	86/702206 23-Jul-2015	5596009 30-Oct-2018	10	Registered	30-Oct-2024 6-year use	Cordis US Corp.
RAIN SHEATH	United States	87/724842 18-Dec-2017	6059171 19-May-2020	10	Registered	19-May-2026 6-year use	Cordis US Corp.
RBL-JK	United States	88/103975 04-Sep-2018	—	10	Pending Intent to Use	23-Oct-2021 Statement of Use	Cordis US Corp.
RBL-TG	United States	88/103983 04-Sep-2018	—	10	Pending Intent to Use	23-Oct-2021 Statement of Use	Cordis US Corp.
S.M.A.R.T.	United States	75/416606 12-Jan-1998	2465976 03-Jul-2001	10	Registered	03-Jul-2021 Renewal - filed 27-May-2021	Cordis US Corp.
S.M.A.R.T. CONTROL	United States	76/648459 14-Oct-2005	3431722 20-May-2008	10	Registered	20-May-2028 Renewed	Cordis US Corp.

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Status	Next Due Date	Current Owner of Record
S.M.A.R.T. RADIANTZ	United States	87/920501 14-May-2018	—	10	Pending Intent to Use	25-Dec-2021 Statement of Use	Cordis US Corp.
SABER	United States	85/971396 27-Jun-2013	4676094 20-Jan-2015	10	Registered	20-Jan-2025 Renewal	Cordis US Corp.
SABERX RADIANTZ	United States	87/920083 14-May-2018	—	10	Pending Intent to Use	25-Dec-2021 Statement of Use	Cordis US Corp.
SHINOBİ	United States	75/377331 22-Oct-1997	2286349 12-Oct-1999	10	Registered	12-Oct-2029 Renewal	Cordis US Corp.
SLALOM	United States	76/104774 07-Aug-2000	2825523 23-Mar-2004	10	Registered	23-Mar-2024 Renewal	Cordis US Corp.
SLEEK	United States	76/682129 20-Sep-2007	3561509 13-Jan-2009	10	Registered	13-Jan-2029 Renewal	Cordis US Corp.
SLX	United States	75/743808 06-Jul-1999	2574186 28-May-2002	10	Registered	28-May-2022 Renewal	Cordis US Corp.
STABILIZER	United States	74/574664 16-Sep-1994	2008946 15-Oct-1996	10	Registered	15-Oct-2026 Renewal	Cordis US Corp.
STORQ	United States	77/964542 22-Mar-2010	3968592 31-May-2011	10	Registered	31-May-2021 Renewal - filed 27-May-2021	Cordis US Corp.
SUPER TORQUE	United States	73/786441 13-Mar-1989	1618603 23-Oct-1990	10	Registered	23-Oct-2030 Renewal	Cordis US Corp.
TEMPO	United States	75/368716 06-Oct-1997	2416099 26-Dec-2000	10	Registered	26-Dec-2030 Renewal	Cordis US Corp.

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Status	Next Due Date	Current Owner of Record
TEMPO AQUA	United States	76/641616 24-Jun-2005	3319086 23-Oct-2007	10	Registered	23-Oct-2027 Renewal	Cordis US Corp.
THRULUMEN	United States	74/195554 19-Aug-1991	1773524 25-May-1993	10	Registered	25-May-2023 Renewal	Cordis US Corp.
TRAPEASE	United States	85/174448 11-Nov-2010	4069684 13-Dec-2011	10	Registered	13-Dec-2021 Renewal	Cordis US Corp.
VISEASE	United States	76/411092 22-May-2002	2851524 08-Jun-2004	10	Registered	08-Jun-2024 Renewal	Cordis US Corp.
VISTA BRITTE TIP	United States	74/382532 26-Apr-1993	1912392 15-Aug-1995	10	Registered	15-Aug-2025 Renewal	Cordis US Corp.
WIZDOM and Design 	United States	74/714753 14-Aug-1995	2048304 25-Mar-1997	10	Registered	25-Mar-2027 Renewal	Cordis US Corp.