

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tactile Systems Technology, Inc.		09/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 West W.T. Harris Boulevard		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90816959	ENTRE	
Registration Number:	5788671	AFFLOSHIELD	
Registration Number:	5915088	AFFLOVEST PRO	
Registration Number:	4919068	AFFLO	
Registration Number:	4589749	AFFLOVEST	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	16124926819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Evan Everist		
SIGNATURE:	/Evan Everist/		
DATE SIGNED:	09/17/2021		
Total Attachments: 4			

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Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of September 8, 2021, by and from Tactile Systems Technology, Inc., a Delaware corporation (dba Tactile Medical) (the “Grantor”), to and in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the “Secured Party”), as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor is party to the Amended and Restated Credit Agreement dated as of April 30, 2021, between the Grantor, the lenders that are signatories thereto (the “Lenders”), and the Secured Party (as amended by the First Amendment Agreement dated as of the date hereof, and as may be further amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Lenders have agreed to extend to the Grantor certain credit accommodations;

WHEREAS, the Grantor has granted security interests to the Secured Party under the Amended and Restated Security Agreement dated as of April 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon all Secured Obligations (other than contingent indemnification obligations) being indefeasibly and irrevocably Paid In Full, the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor’s expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

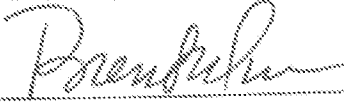
(c) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use the mark—which are identified and marked with an asterisk in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

(d) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

TACTILE SYSTEMS TECHNOLOGY, INC.

By: 
Name: Brent Moen
Title: Chief Financial Officer

[Signature Page to Confirmatory Grant in Trademarks]

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Mark	Reg. or App. No.	Reg. or App. Date	Country
ENTRE	90816959	08-Jul-2021	U.S.
AFFLOSHIELD	5788671	25-Jun-2019	U.S.
AFFLOVEST PRO	5915088	19-Nov-2019	U.S.
AFFLO	4919068	15-Mar-2016	U.S.
AFFLOVEST	4589749	19-Aug-2014	U.S.