

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Code Blue LLC		09/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78908364	CODEBLUE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	09/29/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of September 29, 2021, by Code Blue LLC, a Delaware limited liability company (“**Grantor**”), in favor of BMO Harris Bank N.A., as Agent for the Lenders party to the Credit Agreement referred to below (“**Agent**”):

W I T N E S S E T H

WHEREAS, the Credit Parties from time to time party thereto, the financial institutions, funds and other investors who are or hereafter become parties thereto as Lenders and Agent have entered into that certain Credit Agreement, dated as of September 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Agent and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of September 29, 2021, by and among Agent, the other Credit Parties from time to time party thereto and Grantor (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted, assigned, conveyed, pledged, hypothecated and collaterally transferred to Agent, for its benefit and the benefit of the Secured Parties, a Lien upon all of its right, title and interest in, to and under all of the assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located, including all now owned and hereafter acquired Trademarks (including all registrations and applications therefore), together with the goodwill of the business associated with or symbolized by Grantor’s Trademarks, and all products and Proceeds thereof, to secure the payment and performance of all Guaranteed Obligations owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Incorporation of Credit Agreement and Security Agreement. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable. In the event of a conflict between a provision of the Security Agreement and a provision of this Agreement, the provision of the Security Agreement shall control.

Section 2. Grant and Reaffirmation of Grant of Security Interests. Subject to Section 3 below, to secure the prompt and complete payment, performance and observance of the Guaranteed Obligations, Grantor hereby grants, assigns, conveys, pledges, hypothecates and collaterally transfers to Agent, for the benefit of the Lenders and the Secured Parties, a Lien upon Grantor’s right, title and interest in and to the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or leased from or to, such Grantor (including under any trade names, styles or derivations thereof), and regardless of where located (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”):

- a. all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (whether registered or unregistered), including any common law rights, including, without limitation, those U.S. trademark registrations and applications referred on Schedule A annexed hereto;

b. all registrations and recordings of the foregoing, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof;

c. all reissues, extensions or renewals of the foregoing;

d. all goodwill associated with or symbolized by any of the foregoing; and

e. all Proceeds, products and rights in or to any of the foregoing, including, without limitation, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, and the right to receive all proceeds and damages therefrom including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suite, now or hereafter due and/or payable with respect thereto, including, without limitation, any of the U.S. trademark registrations and applications referred to in Schedule A annexed hereto and any U.S. trademark registrations and applications issued pursuant to a trademark application referred to in Schedule A annexed hereto.

Section 3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use trademark application prior to the accepted filing of a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

Section 4. Governing Law; Waiver of Jury Trial. The provisions of Sections 19 and 20 of the Security Agreement are incorporated herein by reference, mutatis mutandis.

Section 5. Counterparts; Effectiveness. This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. Signature pages to this Agreement may be detached from multiple separate counterparts and attached to the same document and a telecopy of any such executed signature page shall be valid as an original. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CODE BLUE LLC, a Delaware limited liability company



By: _____
Name: Hunter Powell
Title: Chief Executive Officer

Agreed and accepted as of
the date first written above:

BMO HARRIS BANK N.A., as Agent

By: *Pauline Christopher*

Name: Pauline Christopher

Title: Managing Director

SCHEDULE A

Trademark Registrations and Applications

Trademark	Application No.	Application Date	Registration No.	Registration Date
CODEBLUE	78908364	6/14/06	3282974	8/21/07