

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678783

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Epix Healthcare Associates LLC		10/01/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	111 West Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: ILLINOIS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4260898	EPIX ANESTHESIA	
<b>Registration Number:</b>	4124532	EPIX HEALTHCARE	
<b>Registration Number:</b>	4120859	EPIX HEALTHCARE	
<b>Registration Number:</b>	4120823	EPIX	
<b>Registration Number:</b>	4120822	EPIX ANESTHESIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2128598000		
<b>Email:</b>	teas@friedfrank.com		
<b>Correspondent Name:</b>	Taylor McGraw c/o Fried Frank et al		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	34200-19		
<b>NAME OF SUBMITTER:</b>	Taylor McGraw		
<b>SIGNATURE:</b>	/Taylor McGraw/		
<b>DATE SIGNED:</b>	10/04/2021		

CH \$140.00 4260898

**Total Attachments: 4**

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**GRANT OF A SECURITY INTEREST -- TRADEMARKS**

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of October 1, 2021, by EPIX HEALTHCARE ASSOCIATES LLC, a Delaware limited liability company (“Grantor”), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into an Second Amended and Restated Pledge and Security Agreement, dated June 29, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.


This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed

shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**EPIX HEALTHCARE ASSOCIATES LLC**



By:   
Name: Matt Baker  
Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007442 FRAME: 0099**

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

Trademark Registrations:

<b>Grantor</b>	<b>Mark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
Epix Healthcare Associates LLC	EPIX ANESTHESIA	85605981 April 23, 2012	4260898 December 18, 2012
Epix Healthcare Associates LLC	EPIX HEALTHCARE 	85314344 May 6, 2011	4124532 April 10, 2012
Epix Healthcare Associates LLC	EPIX HEALTHCARE	85323414 May 17, 2011	4120859 April 3, 2012
Epix Healthcare Associates LLC	EPIX	85314385 May 6, 2011	4120823 April 3, 2012
Epix Healthcare Associates LLC	EPIX ANESTHESIA 	85314377 May 6, 2011	4120822 April 3, 2012