

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kreg Medical, Inc.		12/20/2021	Corporation: ILLINOIS
Kreg Therapeutics LLC		12/20/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	OFS Agency Services, LLC		
Street Address:	10 South Wacker Drive		
Internal Address:	#2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3366416	COMPOSURE	
Registration Number:	3735326	E-Z WIDER	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	Three Bryant Park		
Address Line 2:	1095 Avenue of the Americas, 26th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	396466-187754		
NAME OF SUBMITTER:	Michael Riego		
SIGNATURE:	/Michael Riego/		
DATE SIGNED:	12/21/2021		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made this December 20, 2021, by and among **KREG MEDICAL INC.**, an Illinois corporation (“**KM**”) and **KREG THERAPEUTICS LLC**, an Illinois limited liability company (f/k/a Kreg Therapeutics, Inc., an Illinois corporation) (“**KT**” and together with **KM**, collectively, the “**Grantors**” and each individually, a “**Grantor**”) and **OFS AGENCY SERVICES, LLC** (“**OFS**”), as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and permitted assigns in such capacities, the “**Agent**”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, **KREG LLC**, a Delaware limited liability company (“**Holdings**”), **KREG THERAPEUTICS ACQUISITION LLC**, a Delaware limited liability company (“**KT Buyer**”), **KREG MEDICAL ACQUISITION LLC**, a Delaware limited liability company (“**KM Buyer**”) and, together with **KT Buyer**, immediately before and upon the consummation of the Closing Date Acquisition, collectively, the “**Borrowers**”, and each individually, a “**Borrower**”, **KREG THERAPEUTICS LLC**, an Illinois limited liability company (“**KT**”), **KREG MEDICAL INC.**, an Illinois corporation (“**KM**” and together with **KT**, immediately after the consummation of the Closing Date Mergers, collectively, the “**Borrowers**”, and each individually, a “**Borrower**”), the lenders from time to time party thereto (collectively, the “**Lenders**” and each a “**Lender**”) and the Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Loan Parties, including the Grantors, have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to grant and perfect a security interest in all of its Trademarks and Trademark Licenses (collectively, the “**Owned IP**”) and to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. GRANT OF SECURITY INTEREST IN IP COLLATERAL. Each Grantor hereby pledges and collaterally assigns to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “**IP Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to the Owned IP, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Owned IP referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the IP Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, "IP Collateral" shall not include the Excluded Collateral.

2. SECURITY FOR OBLIGATIONS. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each Grantor to the Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving such Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Owned IP or become entitled to the benefit of any Owned IP, including any reissue, division or continuation of any Owned IP, the provisions of this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to the Agent with respect to any such new Owned IP or renewal or extension of any Owned IP registration or any such new Owned IP. Without limiting any Grantor's obligations under this Section 4, each Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Owned IP of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. OTHER INTERPRETIVE PROVISIONS. The provisions of Section 1.02, 1.05 and 1.08 of the Credit Agreement shall be incorporated by reference herein mutatis mutandis.

7. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

KREG MEDICAL INC.,
an Illinois corporation

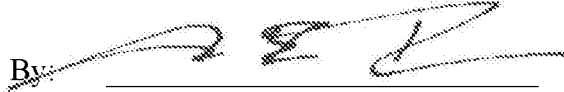
By: Francis Carr
Name: Francis Carr
Title: President

KREG THERAPEUTICS LLC,
an Illinois limited liability company (f/k/a
Kreg Therapeutics, Inc., an Illinois
corporation)

By: Francis Carr
Name: Francis Carr
Title: President

AGENT:

OFS AGENCY SERVICES, LLC,
as Agent

By: 

Name: Tod K. Reichert
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007537 FRAME: 0252

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner Information	Trademark Holder
COMPOSURE RN: 3366416 SN: 77029344	Renewed, January 22, 2018 Office Status: Registered and Renewed Int'l Class: 10 First Use: June 30, 2007 Filed: October 25, 2006 Registered: January 8, 2008 Last Renewal: January 8, 2018 Register Type: Principal Register	Int'l Class: 10 (Int'l Class: 10) Therapeutic mattresses and mattress overlays for beds, all used for medical purposes	Kreg Medical LLC (f/k/a Kreg Medical Inc.) 1940 Janice Avenue, Melrose Park, Illinois 60160 United States of America	Kreg Medical Inc.
E-Z WIDER RN: 3735326 SN: 78740232	Renewed, December 6, 2019 Office Status: Registered and Renewed Int'l Class: 20 First Use: September 24, 2009 Filed: October 25, 2005 Registered: January 5, 2010 Last Renewal: January 5, 2020 Register Type: Principal Register	Int'l Class: 20 (Int'l Class: 20) Hospital beds and chair beds	Kreg Therapeutics, Inc. 1940 Janice Avenue, Melrose Park, Illinois 60160 United States of America	Kreg Therapeutics LLC

Pending Trademark Applications

None.