

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697340

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Glebar Acquisition LLC		12/23/2021	Limited Liability Company: DELAWARE
Henson Tech, LLC		12/23/2021	Limited Liability Company: DELAWARE
R&D AcquisitionCo, LLC		12/23/2021	Limited Liability Company: DELAWARE
St. George Medical Machine Company		12/23/2021	Corporation: UTAH
Cath-Punch, LLC		12/23/2021	Limited Liability Company: UTAH
Integrated Medical Holdings, LLC		12/23/2021	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	TCG Senior Funding L.L.C.
Street Address:	One Vanderbilt Avenue, Suite 3400
Internal Address:	c/o The Carlyle Group
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4204655	GLEBAR
Registration Number:	4201062	GLEBAR
Registration Number:	4871098	INNOVATION MANUFACTURED
Registration Number:	2094579	ENGINEERING BY DESIGN
Registration Number:	5910794	CATH-TECH
Registration Number:	4438595	CATH-TIP
Registration Number:	4635362	CATH-TIP
Registration Number:	5910787	CATH-PUNCH
Serial Number:	90243629	CATH TIP

CH \$240.00 4204655

CORRESPONDENCE DATA**Fax Number:** 2129692900*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:** 212-969-3000**Email:** ypan@proskauer.com**Correspondent Name:** Hyun Seung Suh**Address Line 1:** Proskauer Rose LLP**Address Line 2:** Eleven Times Square**Address Line 4:** New York, NEW YORK 10036-8299**ATTORNEY DOCKET NUMBER:** 22335-088**NAME OF SUBMITTER:** Hyun Seung Suh**SIGNATURE:** /Hyun Seung Suh/**DATE SIGNED:** 12/23/2021**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of December 23, 2021, is made by the undersigned (the “**Grantors**”), in favor of TCG Senior Funding L.L.C., as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of December 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Grant of Security. As security for the payment (howsoever created arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due) or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” Trademark application prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and 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 (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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 of this Agreement by PDF, facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity,

enforceability and binding effect of this Agreement. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Security Agreement. This Trademark 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 Trademark 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIM CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

**GLEBAR ACQUISITION LLC
HENSON TECH, LLC
R&D ACQUISITIONCO, LLC
ST. GEORGE MEDICAL MACHINE COMPANY
CATH-PUNCH, LLC
INTEGRATED MEDICAL HOLDINGS, LLC**

By: 
Name: Stephen Azaloff
Title: Chief Financial Officer

Accepted and Agreed:


TCG SENIOR FUNDING L.L.C., as Collateral Agent

By:  _____

Name: Joshua Lefkowitz
Title: Managing Director

SCHEDULE A

REGISTERED TRADEMARKS

Mark	International Class(es)	Registration No. Registration Date	Application No. Application Date	Loan Party
Glebar	007	4204655 9-11-2012	85390306 8-5-2011	Glebar Acquisition LLC
	007	4201062 9-4-2012	85390316 8-5-2011	Glebar Acquisition LLC
INNOVATION MANUFACTURED	007	4871098 12-15-2015	85944773 5-29-2013	Glebar Acquisition LLC
ENGINEERING BY DESIGN	042	2094579 9-9-1997	75106295 5-20-1997	Henson Tech, LLC
CATH-TECH	007	5910794 11-12-2019	88265392 1-17-2019	R&D AcquisitionCo, LLC
CATH-TIP	007	4438595 11-26-2013	85738520 9-25-2012	St. George Medical Machine Company
CATH-TIP	010	4635362 11-11-2014	86046843 8-23-2013	St. George Medical Machine Company
CATH-PUNCH	007	5910787 11-12-2019	88256681 1-10-2019	Cath-Punch, LLC

TRADEMARK APPLICATIONS

Mark	International Class(es)	Application No. Application Date	Loan Party
CATH TIP	007, 040	90243629 10-9-2020	Integrated Medical Holdings, LLC