

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALCOR Scientific LLC		01/31/2022	Limited Liability Company: RHODE ISLAND
Aquarius Intermediate LLC		01/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
Internal Address:	Suite 1800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6320541	IWASH	
Registration Number:	6320544	MINIIWASH	
Registration Number:	6320549	IWASTE	
Registration Number:	5969099	MINIISED	
Registration Number:	6320551	MINIIWASTE	
Registration Number:	5083774	SENTINELPLUS	
Registration Number:	5083714	MIZAR	
Registration Number:	4752635	SENTRY	
Registration Number:	4176623	SEDTROL	
Registration Number:	4276347	ISED	
Registration Number:	4136736	ALCOR	
Registration Number:	4044300	SENTINEL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
TRADEMARK			

CH \$315.00 6320541

Phone: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 01/31/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of January 31, 2022, between the signatory hereto (the “Grantor”) in favor of Antares Capital LP, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of **January 31, 2022** (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office,

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTOR

AQUARIUS INTERMEDIATE LLC

By: 
Name: Kathleen Ossman
Title: Vice President, Treasurer and Secretary

ALCOR SCIENTIFIC LLC

By: _____
Name: Jim Post
Title: President and Chief Executive Officer

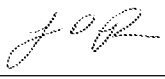
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTOR

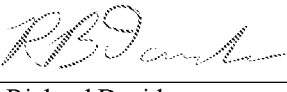
AQUARIUS INTERMEDIATE LLC

By: _____
Name: Kathleen Ossman
Title: Vice President, Treasurer and Secretary

ALCOR SCIENTIFIC LLC

By:  _____
Name: Jim Post
Title: President and Chief Executive Officer

ANTARES CAPITAL LP,
as Collateral Agent

By: 

Name: Richard Davidson

Title: Duly Authorized Signatory

Schedule 1

TRADEMARKS

Owner/Applicant	Mark	Registration No.	Registration Date	Current Status
ALCOR Scientific LLC	IWASH	6320541	4/13/2021	Registered
ALCOR Scientific LLC	MINIIWASH	6320544	4/13/2021	Registered
ALCOR Scientific LLC	IWASTE	6320549	4/13/2021	Registered
ALCOR Scientific LLC	MINIIWASTE	6320551	4/13/2021	Registered
ALCOR Scientific LLC	MINIISED	5969099	1/21/2020	Registered
ALCOR Scientific LLC	SENTINELPLUS	5083774	11/15/16	Registered
ALCOR Scientific LLC	MIZAR	5083714	11/15/16	Registered
ALCOR Scientific LLC	SENTRY	4752635	6/9/15	Registered
ALCOR Scientific LLC	SEDITROL	4176623	7/17/12	Registered
ALCOR Scientific LLC	ISED	4276347	1/15/13	Registered
ALCOR Scientific LLC	ALCOR	4136736	5/1/12	Registered
ALCOR Scientific LLC	SENTINEL	4044300	10/25/11	Renewed (Registered)

Schedule 2

PATENTS

Owner/Applicant	Patent	Registration No.	Registration Date
ALCOR Scientific LLC	Sed rate instrument	D927723	8/10/2021
ALCOR Scientific LLC	Apparatus, method, system for the determination of the aggregation rate of red blood cells	11016081	5/25/2021
ALCOR Scientific LLC	Drip chamber cap	D876229	2/25/2020
ALCOR Scientific LLC	Apparatus, method, system for the determination of the aggregation rate of red blood cells	10488396	11/26/19
ALCOR Scientific LLC	Drip chamber cap	D867880	11/26/19
ALCOR Scientific LLC	Enteral feeding pump system	10406076	9/10/19
ALCOR Scientific LLC	Enteral feeding pump system	9993392	6/12/18
ALCOR Scientific LLC	Drip chamber	D816831	5/1/18
ALCOR Scientific LLC	Apparatus, method, system for the determination of the aggregation rate of red blood cells	9696293	7/4/17
ALCOR Scientific LLC	Apparatus, method, system for the determination of the aggregation rate of red blood cells	9279800	3/8/16
ALCOR Scientific LLC	Enteral feeding pump system	9233053	1/12/16
ALCOR Scientific LLC	Sentry pump	D744004	11/24/15

Owner/Applicant	Patent	Registration No.	Registration Date
ALCOR Scientific LLC	Apparatus, method, system for the determination of the aggregation rate of red blood cells	8647886	2/11/14
ALCOR Scientific LLC	Enteral feeding system	8617137	12/31/13
ALCOR Scientific LLC	Enteral feeding system	8512300	8/20/13
ALCOR Scientific LLC	Flow actuated valve	D687930	8/13/13
ALCOR Scientific LLC	Enteral feeding pump system	8449501	5/28/13
ALCOR Scientific LLC	Flow actuated valve	8413673	4/9/13
ALCOR Scientific LLC	Method of operating an infrared drip sensor in an enteral pump system to reduce false alarm conditions	7767991	8/3/10
ALCOR Scientific LLC	Anti-free flow modulator	D615644	5/11/10