

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mound Laser and Photonics Center, Inc.		02/02/2022	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Barings Finance LLC		
Street Address:	300 South Tryon Street		
Internal Address:	Unit 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90806208	HUDSON MEDICAL INNOVATIONS	
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>			
Phone:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/ mp		
DATE SIGNED:	02/18/2022		
Total Attachments: 8			
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “Second Lien IP Security Agreement Supplement”) dated as of February 2, 2022, is made by the entity listed on the signature page hereof (the “Grantor”) in favor of BARINGS FINANCE LLC, as collateral agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, RESONETICS, LLC, a Delaware limited liability company (“Borrower”) and NEW RESONETICS HOLDING CORPORATION, a Delaware corporation (“Holdings”), have entered into the Second Lien Credit Agreement dated as of April 28, 2021 (as amended by that certain First Incremental Amendment to Second Lien Credit Agreement dated as of November 5, 2021, as amended by that certain Second Incremental Amendment to Second Lien Credit Agreement, dated as of November 15, 2021 and as further amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, with the L/C Issuer parties thereto and BARINGS FINANCE LLC, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Second Lien Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Second Lien Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Second Lien Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered or otherwise become bound by that certain Second Lien Security Agreement dated as of April 28, 2021 (as supplemented by that certain Security Agreement Supplement dated as of August 16, 2021 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”) and that certain Second Lien Intellectual Property Security Agreement dated as of April 28, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien IP Security Agreement”).

WHEREAS, under the terms of the Second Lien Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this Second Lien IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable, in order to supplement the Second Lien IP Security Agreement.

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

Section 1. Grant of Security. The Grantor hereby pledges to the Collateral Agent, for the benefit of the Secured Parties, and the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

- (i) all Patents, including the patents and patent applications set forth in Schedule A hereto;
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect such damages, or otherwise recover with respect to such claims;

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing or arising from any of the foregoing; and

(vii) all rights in the foregoing corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Additional Collateral," shall not include any Excluded Property, including, for clarity, any United States intent-to-use trademark or service mark applications 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 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.

Section 2. Supplement to Security Agreement. Section 7 of the Perfection Certificate is, effective as of the date hereof, hereby supplemented to add to such Section the Additional Collateral.

Section 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, record this IP Security Agreement Supplement.

Section 5. Grants, Rights and Remedies. This Second Lien IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this Second Lien IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS SECOND LIEN IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECOND LIEN IP SECURITY AGREEMENT SUPPLEMENT (OTHER THAN WITH RESPECT TO ANY COLLATERAL DOCUMENT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE THEREIN), OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS SECOND LIEN IP SECURITY AGREEMENT SUPPLEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS SECOND LIEN IP SECURITY AGREEMENT SUPPLEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECOND LIEN IP SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

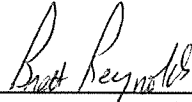
(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS SECOND LIEN IP SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS SECOND LIEN IP SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS SECOND LIEN IP SECURITY AGREEMENT SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS SECOND LIEN IP SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS SECOND LIEN IP SECURITY AGREEMENT SUPPLEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, each Grantor has caused this Second Lien IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

MOUND LASER & PHOTONICS CENTER, INC.

By: 
Name: Brett Reynolds
Title: Chief Financial Officer

[Signature Page to Second Lien Intellectual Property Security Agreement Supplement]

TRADEMARK
REEL: 007638 FRAME: 0743

SCHEDULE A

PATENTS

Issued

Title	Grant Date	Patent Number	Owner
UNDER MATERIAL AIR PURGE	August 13, 2019	10,376,989	Mound Laser & Photonics Center, Inc.
UNDER MATERIAL AIR PURGE	November 24, 2020	10,843,295	Mound Laser & Photonics Center, Inc.

Applications

Title	Application Date	Application Number	Owner
REVERSE DRAFT HOLE APPARATUS AND METHOD	March 28, 2018	15/938,585	Mound Laser & Photonics Center, Inc.
LASER PROCESSING OF HYDROGEL AND SILICONE ADHESIVE MATERIALS	July 3, 2019	16/503,018	Mound Laser & Photonics Center, Inc.
LASER PROCESSING OF FOAM FOR IMPROVED PERFORMANCE IN NEGATIVE PRESSURE WOUND THERAPY	July 23, 2020	16/936,996	Mound Laser & Photonics Center, Inc.
CONTAINMENT CLOSURE METHOD FOR CONTAINING FRIABLE MATERIAL AND CONTAINED FRIABLE MATERIAL	May 7, 2020	16/868,988	Mound Laser & Photonics Center, Inc.
LOW GSM FIBER WEB AND METHOD OF MAKING SAME	September 7, 2021	17/467,935	Mound Laser & Photonics Center, Inc.
A METHOD FOR DELIVERING A CHEMISTRY TO MICROCHAMBERS VIA A CHANNEL	July 26, 2021	63/225,768	Mound Laser & Photonics Center, Inc.
SUPPORT FOR LASER PROCESSING HYDROGEL MATERIALS	July 15, 2021	63/222,138	Mound Laser & Photonics Center, Inc.
LASER STRIP PROCESSING	July 19, 2021	63/223,365	Mound Laser & Photonics Center, Inc.

SCHEDULE B**TRADEMARKS**

Mark	Filing Date	Serial Number	Owner
HUDSON MEDICAL INNOVATIONS	July 1, 2021	90806208	Mound Laser & Photonics Center, Inc.

SCHEDULE C

COPYRIGHTS

None.

Schedule IV