

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCM NewCo LLC		02/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Merion Investment Partners III, L.P.		
Street Address:	555 East Lancaster Ave		
Internal Address:	Suite 500		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90420305	DIALYSIS PRIME	
Serial Number:	90420295	DIALYSIS PLUS	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (120852-01031)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	120852-01031		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	02/28/2022		
Total Attachments: 7			
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TRADEMARK AND PATENT SECURITY AGREEMENT

TRADEMARK AND PATENT SECURITY AGREEMENT (“**Agreement**”), dated as of February 28, 2022 by and between **SCM NEWCO LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **MERION INVESTMENT PARTNERS III, L.P.** (“**Lender**”).

WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Term Loan and Security Agreement dated as of the date hereof, by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”), the Lenders have agreed to make the Senior Subordinated Term Loan to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, Grantor granted to Lender, a continuing security interest in, upon and to all Trademarks and Patent (each, as defined below) of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(a) The term “Trademarks” shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), including without limitation, the trademarks, trade names, service marks, registrations and applications listed on **Schedule A** attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

(b) The term “Patents” shall mean all of Grantor’s patents and applications for patents, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues, continuations, continuations-in-part, extensions, and reexaminations of said patents, and all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the United States patent registrations, patent applications, and patent licenses listed on **Schedule B** annexed hereto and made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with

respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT COLLATERAL. As security for the full and timely payment of the Obligations, and satisfaction by Borrowers of all covenants and undertakings contained in this Agreement and the other Loan Documents, Grantor hereby grants to Lender a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(a) each Trademark listed on Schedule A attached hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark (clause (a) and (b) collectively, the "**Trademark Collateral**");

(c) each Patent listed on Schedule B attached hereto, together with any reissues, containuations, or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or (ii) injury to the goodwill associated with any Patent (clause (c) and (d) collectively, the "**Patent Collateral**").

3. AGREEMENT; LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral and Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

4. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Lender may modify this Agreement, after obtaining Grantor's signatures to such modification, by amending Schedule A or Schedule B hereto to include reference to any right, title or interest in any Trademarks or Patents, as applicable, currently owned by Grantor or any Trademarks or Patents, as applicable, acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks or Patents in which Grantor no longer has or claims any right, title or interest.

5. **COUNTERPARTS.** Two or more duplicate originals of this Agreement may be signed by the parties, and each such duplicate original may be signed in counterparts, each of which such originals shall be an original but all of which together shall constitute one and the same instrument. Signatures delivered by electronic mail, facsimile or other electronic transmission shall bind the parties hereto.

6. **ASSIGNMENTS.** This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and the Patent Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Lender and its successors and assigns.

7. **GOVERNING LAW/JURISDICTION.** This Agreement shall be construed and governed in accordance with **Section 9.1** of the Loan Agreement. Any judicial proceeding brought by or against Pledgor with respect to this Agreement or any related agreement may be brought in accordance with **Section 9.16** of the Loan Agreement.

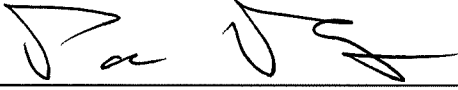
8. **SEVERABILITY.** The provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not alter or impair the remaining provisions of this Agreement, which shall continue in full force and effect.

9. **JURY TRIAL.** EACH OF GRANTOR AND LENDER HEREBY WAIVES ANY AND ALL RIGHTS SUCH PERSONS MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION COMMENCED BY OR AGAINST ANY OF THEM WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, AND ALL MATTERS ARISING HEREFROM OR RELATING HERETO.

[SIGNATURES ON FOLLOWING PAGES]

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

SCM NEWCO LLC

By:  _____

Name: Paul Barrett

Title: Manager

**[SIGNATURE PAGE TO TRADEMARK AND
PATENT SECURITY AGREEMENT]**

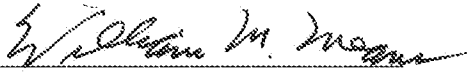
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ACCEPTED AND ACKNOWLEDGED BY:

MERION INVESTMENT PARTNERS III, L.P.,

By: Merion Financial Partners III, L.P., its General
Partner

By: Phineas Management, LLC, its General Partner

By: 
William M. Means, Member

[SIGNATURE PAGE TO TRADEMARK AND
PATENT SECURITY AGREEMENT]

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SCHEDULE A

Trademarks

Mark Name	Jurisdiction	Owner	Reg. No. (App. No)	Reg. Date (Date No.)	Status
DIALYSIS PRIME	USA	SCM NewCo LLC	90420305	Dec. 28, 2020	Notice of Allowance issued on September 28, 2021. Deadline to file Statement of Use is March 28, 2022.
DIALYSIS PLUS	USA	SCM NewCo LLC	90420295	Dec. 28, 2020	Notice of Allowance issued on September 28, 2021. Deadline to file Statement of Use is March 28, 2022.

SCHEDULE B

Patents

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status