TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM712794

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cranial Technologies, Inc.		03/08/2022	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3555602	DIGITAL SURFACE IMAGING
Registration Number:	3555603	DIGITAL SURFACE IMAGING
Registration Number:	3895677	CRANIAL TECHNOLOGIES
Registration Number:	3895678	CRANIAL TECHNOLOGIES
Registration Number:	3912494	CRANIALTECH
Registration Number:	3613713	DSI
Registration Number:	3613714	DSI
Registration Number:	3248265	
Registration Number:	3002956	RESHAPING CHILDREN'S LIVES
Registration Number:	3937117	SENTIENT3D
Registration Number:	3790249	DOC BAND BABIES
Registration Number:	3191612	DOC DYNAMIC ORTHOTIC CRANIOPLASTY
Registration Number:	3191613	DOC DYNAMIC ORTHOTIC CRANIOPLASTY
Registration Number:	2153422	DOC BAND
Registration Number:	2153423	DOC
Registration Number:	5446669	CRANIALTECH
Registration Number:	4988789	CRANIAL TECHNOLOGIES
Registration Number:	5003408	CRANIAL TECHNOLOGIES
Registration Number:	4472414	DOC EXPERIENCE

Property Type	Number	Word Mark
Registration Number: 4988622		WE DON'T JUST RESHAPE HEADS. WE RESHAPE

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11668.427
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	03/08/2022

Total Attachments: 5

source=Cranial - Trademark Security Agreement (Executed)#page1.tif source=Cranial - Trademark Security Agreement (Executed)#page2.tif source=Cranial - Trademark Security Agreement (Executed)#page3.tif source=Cranial - Trademark Security Agreement (Executed)#page4.tif source=Cranial - Trademark Security Agreement (Executed)#page5.tif

SHORT FORM TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), is made by the Persons listed on the signature pages hereof (collectively, the "<u>Grantors</u>") in favor of Ares Capital Corporation ("<u>Ares</u>"), as Collateral Agent (the "<u>Collateral Agent</u>") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement referred to therein.

WHEREAS, Crown CT Parent Inc., a Delaware corporation (the "Borrower"), Crown CT MidCo Inc., a Delaware corporation ("Holdings"), Ares, as Administrative Agent and Collateral Agent, each other L/C Issuer and each Lender from time to time party thereto have entered into the Credit Agreement, dated as of September 18, 2019 (the "Closing Date") (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States 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:

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "<u>Collateral</u>"), in each case, other than Excluded Property:

- (a) all Trademarks and associated goodwill, including the registered and pending Trademarks in the United States Patent and Trademark Office that are set forth in <u>Schedule A</u> hereto (excluding any Excluded Property); and
 - (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same.

SECTION 2. <u>Security for Obligations</u>. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such

Grantor now or hereafter existing whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. <u>Recordation</u>. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. 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 a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including ".pdf" or ".tif" files) shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. <u>Grants, Rights and Remedies</u>. 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 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 of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. <u>Governing Law</u>. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, <u>mutatis mutandis</u>.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. <u>Conflicts</u>; <u>Acceptable Intercreditor Agreement</u>. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Acceptable Intercreditor Agreement. In the event of any conflict between the terms of any Acceptable Intercreditor Agreement and this Trademark Security Agreement, the terms of such Acceptable Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

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

CRANIAL TECHNOLOGIES, INC., as Initial Grantor

DocuSigned by:

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Name: Eric Sondag

Title: President

REEL: 007652 FRAME: 0633

ARES CAPITAL CORPORATION as Collateral Agent

By:

Name: Mitchell Goldstein Title: Authorized Signatory

SCHEDULE A

<u>United States Trademark Registrations and Trademark Applications</u>

				Current Owner of
Trademark	Regis. No.	Filing Date	Reg. Date	Record
DIGITAL SUR-	3555602	6/22/08	12/30/08	Cranial Technologies,
FACEIMAGING		0/22/00	12/30/00	Inc.
DIGITAL SUR-	3555603	6/22/08	12/30/08	Cranial Technologies,
FACEIMAGING		0,22,00	12,50,00	Inc.
CRANIAL	3895677			Cranial Technologies,
TECHNOLO-		9/30/09	12/21/10	Inc.
GIES				0 1 1 1 1 1
CRANIAL	2005/70	0./20./00	12/21/10	Cranial Technologies,
TECHNOLO- GIES	3895678	9/30/09	12/21/10	Inc.
CRANIALTECH	2012404	0/20/00	1/05/11	C :-1 T11 - : : -
CRANIALIECH	3912494	9/30/09	1/25/11	Cranial Technologies, Inc.
DSI	3613713	6/22/08	4/28/09	Cranial Technologies,
ואסו	3013713	0/22/08	4/20/09	Inc.
DSI	3613714	6/22/08	4/28/09	Cranial Technologies,
D31	3013714	0/22/00	7/20/07	Inc.
	3248265	12/16/04	5/29/07	Cranial Technologies,
Design Only	32 10203	12/10/01	3/25/07	Inc.
RESHAPING	3002956	6/9/04	9/27/05	Cranial Technologies,
CHILDREN'S	000200	0,,,,,,	3.2	Inc.
LIVES				
SENTIENT3D	3937117	6/3/10	3/29/11	Cranial Technologies,
				Inc.
DOC BAND BA-	3790249	11/12/09	3/18/10	Cranial Technologies,
BIES				Inc.
DOC DYNAMIC	3191612	7/1/05	1/2/07	Cranial Technologies,
ORTHOTIC				Inc.
CRANIO-				
PLASTY				
DOC DYNAMIC	3191613	7/1/05	1/2/07	Cranial Technologies,
ORTHOTIC				Inc.
CRANIO-				
PLASTY	21.52.422	0/20/06	4/20/00	C '1 T 1 1 '
DOC BAND	2153422	9/30/96	4/28/98	Cranial Technologies,
DOC	2152422	0/20/06	4/20/00	Inc. Cranial Technologies,
DOC	2153423	9/30/96	4/28/98	Inc.
CRANIALTECH	5446669	7/20/17	4/17/18	Cranial Technologies,
CKANIALIECH	3440009	//20/17	4/1//18	Inc.
CRANIAL	4988789	12/28/15	6/28/16	Cranial Technologies,
TECHNOLO-	T/00/07	12/20/13	0/20/10	Inc.
GIES				inc.
CRANIAL	5003408	12/28/15	7/19/16	Cranial Technologies,
TECHNOLO-		,,		Inc.
GIES				
DOC EXPERI-	4472414	2/5/13	1/21/14	Cranial Technologies,
ENCE				Inc.
WE DON'T JUST	4988622	11/11/15	6/28/16	Cranial Technologies,
RESHAPE				Inc.
HEADS. WERE-				
SHAPE LIVES.				

TRADEMARK REEL: 007652 FRAME: 0635

RECORDED: 03/08/2022