

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT SUPPLEMENT FOR TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OWENS & MINOR, INC.		03/29/2022	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	900 W Trade St		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	6357539	QSIGHT	
Registration Number:	6456734	PUREZERO	
Registration Number:	6548322	SENSI-GUARD	
Registration Number:	6608406	POP-N-GO	
Registration Number:	6522131	HALYARD PACT PROGRAM	
Registration Number:	6522132	HALYARD PACT PROGRAM	
Registration Number:	6356441	POP-N-GO	
Registration Number:	6511785	SOLUTIONS TO HELP HEALTHCARE WORK. BETTE	
Registration Number:	6493635	CHEMO360	
Registration Number:	6335418	SKYBREEZE	
Registration Number:	6456028	CAPTURE TECHNOLOGY	
Registration Number:	6663064	ORANGE	
Registration Number:	6512079	UNDERGUARD	
Registration Number:	5492775	ACE APRIA CLINICAL EVIDENCE	
Registration Number:	3437644	APRIA	
Registration Number:	2724757	APRIA GREAT ESCAPES	
Registration Number:	2297368	APRIA HEALTHCARE	
Registration Number:	3437645	APRIA HEALTHCARE	
Registration Number:	3552185	APRIA HEALTHCARE	

OP \$965.00 6357539

Property Type	Number	Word Mark
Registration Number:	2232498	APRIA HEALTHCARE
Registration Number:	3303530	APRIA PHARMACY NETWORK
Registration Number:	5588577	APRIA PHARMACY NETWORK
Registration Number:	4205646	APRIADIRECT
Registration Number:	5438708	APRIALINK
Registration Number:	5638295	REFRESH
Registration Number:	1699458	RESPIMED
Registration Number:	2748165	STAR MEDICAL RX
Registration Number:	5603391	MAXREST
Registration Number:	5602018	LOFTA
Registration Number:	5439267	LOFTA
Registration Number:	5364015	
Registration Number:	5546887	
Registration Number:	5546888	SLEEP ELEVATED
Registration Number:	5364010	SLEEP ELEVATED
Registration Number:	2844293	W WASSEROTT'S EVERYTHING MEDICAL SINCE 1
Registration Number:	4412921	YOUNG MEDICAL
Serial Number:	90833090	COOL SHIELD CORE
Serial Number:	90661239	

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1629580 TM SUPP

NAME OF SUBMITTER: Margot Tolley

SIGNATURE: /Margot Tolley/

DATE SIGNED: 03/30/2022

Total Attachments: 10

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SECURITY AGREEMENT SUPPLEMENT
FOR TRADEMARKS

SUPPLEMENT NO. 1 (this "Supplement") dated as of March 29, 2022, to the Security Agreement dated as of March 10, 2021 (the "Closing Date") among OWENS & MINOR, INC. (the "Parent Borrower"), certain subsidiaries of the Parent Borrower from time to time party thereto and BANK OF AMERICA, N.A. ("Bank of America"), as Collateral Agent (the "Collateral Agent") for the Secured Parties (the "Security Agreement").

A. Reference is made to that certain Credit Agreement dated as of March 10, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Parent Borrower, OWENS & MINOR MEDICAL, INC., a Virginia corporation ("Medical"), BARISTA ACQUISITION I, LLC, a Virginia limited liability company ("Barista I"), BARISTA ACQUISITION II, LLC, a Virginia limited liability company ("Barista II"), O&M HALYARD, INC., a Virginia corporation ("O&M Halyard"), APRIA, INC., a Delaware corporation ("Apria") and BYRAM HEALTHCARE CENTERS, INC., a New Jersey Corporation ("Byram", and together with Parent Borrower, Distribution, Medical, Barista I, Barista II, Apria and O&M Halyard, the "Borrowers"), Bank of America, as administrative agent (in such capacity, and together with its successors and permitted assigns, the "Administrative Agent"), and collateral agent (in such capacity, and together with its successors and permitted assigns, the "Collateral Agent"), each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and the other parties party thereto, 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.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrowers and the other Grantors have entered into the Security Agreement in order to induce the Lenders 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. Section 5.14 and 3.03(i) of the Security Agreement, as applicable, provides that certain existing debtors under the Security Agreement may obtain additional Collateral and that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Persons executing this Supplement in accordance with the requirements of the Credit Agreement to (x) become a Grantor under the Security Agreement (the "Supplement No. 1 Grantors") or (y) supplement the Security Agreement to include Collateral listed on Schedule 1 attached here (the "Existing Grantors" and together with the Supplement No. 1 Grantors, the "Supplement No. 1 Grantors"), in order to induce the Lenders 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 from time to time under the terms of the Credit Agreement

Accordingly, the Collateral Agent and the Supplement No. 1 Grantor agree as follows:

SECTION 1. (i) In accordance with Section 5.14 of the Security Agreement, as applicable, the New Grantors by their signature below become a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and (ii) in accordance with Section 3.03(i) of the Security Agreement, each Existing Grantor by their signature below supplement such Existing Grantor's

Collateral granted to the Collateral Agent pursuant to the Security Agreement. Each Supplement No. 1 Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include each Supplement No. 1 Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The Supplement No. 1 Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the Supplement No. 1 Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement. The words “execution,” “signed,” “signature,” and words of similar import in this Supplement or any notice, certificate, document, agreement or instrument in respect thereof shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000, the Electronic Signatures and Records Act of 1999, or any other similar state Laws based on the Uniform Electronic Transactions Act.

SECTION 4. The Supplement No. 1 Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the Supplement No. 1 Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (b) set forth under its signature hereto is the true and correct legal name of the Supplement No. 1 Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The Supplement No. 1 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 Collateral, including:

- (a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule I hereto (excluding any Excluded Property).

SECTION 7. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Supplement No. 1 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 Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 8. The Supplement No. 1 Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 9. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

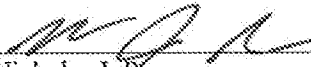
SECTION 11. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or 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 12. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Security Agreement.

SECTION 13. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

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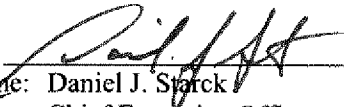
O&M HALYARD, INC.,
a Virginia corporation,
OWENS & MINOR, INC.,
a Virginia corporation,
each as a Grantor

By: 
Name: Nicholas J. Pace
Title: Corporate Secretary


[Signature Page to
Trademark Security Agreement Supplement]

IN WITNESS WHEREOF, each New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

APRIA HEALTHCARE GROUP LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Daniel J. Starck
Title: Chief Executive Officer

HEALTHY LIVING HOME MEDICAL LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Daniel J. Starck
Title: Chief Executive Officer

LOFTA,
a California corporation,
as a Grantor

By: _____
Name: Bharat V. Patel
Title: Chief Financial Officer

[Signature Page to
Trademark Security Agreement Supplement]

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APRIA HEALTHCARE GROUP LLC,
a Delaware limited liability company,
as a Grantor

By: _____
Name: Daniel J. Starck
Title: Chief Executive Officer

HEALTHY LIVING HOME MEDICAL LLC,
a Delaware limited liability company,
as a Grantor

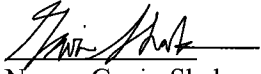
By: _____
Name: Daniel J. Starck
Title: Chief Executive Officer

LOFTA,
a California corporation,
as a Grantor

By:  _____
Name: Bharat V. Patel
Title: Chief Financial Officer



[Signature Page to
Trademark Security Agreement Supplement]

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Gavin Shak
Title: Assistant Vice President

SCHEDULE I
TO SUPPLEMENT NO.1 TO THE
SECURITY AGREEMENT

United States Trademark Registrations and Trademark Applications

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Class	Status	Current Owner of Record
QSIGHT	88916269 14-MAY-2020	6357539 18-MAY-2021	42	Registered	O&M Halyard, Inc.
PUREZERO	88763547 17-JAN-2020	6456734 17-AUG-2021	9 10	Registered	O&M Halyard, Inc.
SENSI-GUARD	88721670 10-DEC-2019	6548322 02-NOV-2021	10	Registered	O&M Halyard, Inc.
POP-N-GO	90663518 22-APR-2021	6608406 04-JAN-2022	20	Registered	O&M Halyard, Inc.
HALYARD PACT PROGRAM and design 	90166012 08-SEP-2020	6522131 12-OCT-2021	35	Registered	O&M Halyard, Inc.
HALYARD PACT PROGRAM	90166027 08-SEP-2020	6522132 12-OCT-2021	35	Registered	O&M Halyard, Inc.
POP-N-GO	88127206 21-SEP-2018	6356441 18-MAY-2021	10	Registered	O&M Halyard, Inc.
SOLUTIONS TO HELP HEALTHCARE WORK. BETTER.	88067912 07-AUG-2018	6511785 05-OCT-2021	39	Registered	O&M Halyard, Inc.
CHEMO360	87884211 19-APR-2018	6493635 21-SEP-2021	10	Registered	O&M Halyard, Inc.
SKYBREEZE	87805068 21-FEB-2018	6335418 27-APR-2021	10	Registered	O&M Halyard, Inc.
CAPTURE TECHNOLOGY	87751302 11-JAN-2018	6456028 17-AUG-2021	10	Registered	O&M Halyard, Inc.
COOL SHIELD CORE	90833090 16-JUL-2021	-	10	Pending	O&M Halyard, Inc.
HAND and design 	90661239 21-APR-2021	-	10	Pending	O&M Halyard, Inc.
ORANGE	90411222 24-DEC-2020	6663064 8-March-2022	10	Registered	O&M Halyard, Inc.
UNDERGUARD	88657833 17-OCT-2019	6512079 05-OCT-2021	10	Registered	O&M Halyard, Inc.

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Class	Status	Current Owner of Record
Trademark	Owner	App No.	Filing Date	Reg No.	Reg Date
ACE APRIA CLINICAL EVIDENCE & Design	APRIA HEALTHCARE GROUP LLC	87067954	06/10/16	5492775	06/12/18
APRIA	APRIA HEALTHCARE GROUP LLC	78538197	12/24/04	3437644	05/27/08
APRIA GREAT ESCAPES	APRIA HEALTHCARE GROUP LLC	75919113	09/09/99	2724757	06/10/03
APRIA HEALTHCARE	APRIA HEALTHCARE GROUP LLC	75389297	11/13/97	2297368	12/07/99
APRIA HEALTHCARE	APRIA HEALTHCARE GROUP LLC	78538198	12/24/04	3437645	05/27/08
APRIA HEALTHCARE & Design	APRIA HEALTHCARE GROUP LLC	78980515	12/30/04	3552185	12/23/08
APRIA HEALTHCARE & Design	APRIA HEALTHCARE GROUP LLC	74710078	08/02/95	2232498	03/16/99
APRIA PHARMACY NETWORK	APRIA HEALTHCARE GROUP LLC	78538195	12/24/04	3303530	10/02/07
APRIA PHARMACY NETWORK Logo	APRIA HEALTHCARE GROUP LLC	86849737	12/15/15	5588577	10/23/18
APRIADIRECT	APRIA HEALTHCARE GROUP LLC	85534800	02/06/12	4205646	09/11/12
APRIALINK Logo	APRIA HEALTHCARE GROUP LLC	86849740	12/15/15	5438708	04/03/18
REFRESH	APRIA HEALTHCARE GROUP LLC	86872426	01/12/16	5638295	12/25/18
RESPIMED	APRIA HEALTHCARE GROUP LLC	74148131	03/15/91	1699458	07/07/92
STAR MEDICAL RX	APRIA HEALTHCARE GROUP LLC	76273832	06/20/01	2748165	08/05/03
MAXREST	APRIA HEALTHCARE GROUP LLC	87978520	3/31/17	5603391	11/6/18
LOFTA	Lofta	87297583	1/11/17	5602018	11/6/18
LOFTA	Lofta	87297643	1/11/17	5439267	4/3/18
Lofta [Design Only]	Lofta	87449551	5/15/17	5364015	12/26/17

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Class	Status	Current Owner of Record
Lofta [Design Only]	Lofta	87449611	5/15/17	5546887	8/21/18
SLEEP ELEVATED	Lofta	87449628	5/15/17	5546888	8/21/18
SLEEP ELEVATED	Lofta	87449515	5/15/17	5364010	12/26/17
W WASSEROTT'S EVERYTHING MEDICAL SINCE 1924 & Design	APRIA HEALTHCAR E GROUP LLC	76450880	09/17/ 02	2844293	05/25/04
YOUNG MEDICAL	APRIA HEALTHCAR E GROUP LLC	85322884	05/17/ 11	4412921	10/08/13