

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASPEN SURGICAL PRODUCTS, INC.		03/31/2022	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
Registration Number:	3479072	AQUANOT	
Registration Number:	4729929	ASPEN SURGICAL	
Registration Number:	3146610	ASPENBASIN	
Registration Number:	616625	B-P	
Registration Number:	5219374	BARD-PARKER	
Registration Number:	2884264	BARD-PARKER	
Registration Number:	3817568	CINCHMAT	
Registration Number:	4566539	COLORTRACK	
Registration Number:	1730491	DR. FOG	
Registration Number:	1768542	ELVIS	
Registration Number:	4370131	ERGOSUPPORT	
Registration Number:	5967840	ERGOSUPPORT	
Registration Number:	3853346	EVACMAT	
Registration Number:	4793165		
Registration Number:	4710340		
Registration Number:	3104891	NEEDLENEST	
Registration Number:	4585615	OXBORO	
Registration Number:	3806085	RIB-BACK	
Registration Number:	4459034	RICHARD-ALLAN	

OP \$1440.00 3479072

Property Type	Number	Word Mark
Registration Number:	4459035	S-VAC
Registration Number:	4459232	SAFECLEAN
Registration Number:	5018929	SAFESWITCH
Registration Number:	5984913	SELECTMAT
Registration Number:	5018785	SHARPS SLED
Registration Number:	4479685	STERION
Registration Number:	4684451	SURGIDYNE
Registration Number:	4698681	SURGISAFE
Registration Number:	2752783	SURGISAFE
Registration Number:	4054379	VIRASORB
Registration Number:	3262822	WATERBOOM
Registration Number:	2081344	WATERBUG QUIET FLOOR SUCTION
Registration Number:	2988262	WRITESITE
Registration Number:	6164834	CLINGTOUCH
Registration Number:	6082651	BLUEMED
Registration Number:	6082650	BLUEMED
Registration Number:	4884676	HOFFEE
Registration Number:	4884675	BEATTY
Registration Number:	4870133	DR. DON'S
Registration Number:	3456840	FLUIDGARD
Registration Number:	2903273	
Registration Number:	1853564	FOG SHIELD
Registration Number:	1309835	PRECEPT
Registration Number:	972470	DOUBLE-GRIP
Registration Number:	965145	
Registration Number:	963351	READY-ROLLED
Registration Number:	870959	AMNIHOOK
Registration Number:	819176	PLASTIBELL
Registration Number:	816180	U-BAG
Serial Number:	90709437	IRIS
Serial Number:	90709396	AZURE
Serial Number:	90709386	MAKRO
Serial Number:	90709367	JAZZ
Serial Number:	90709357	BONZO
Serial Number:	90709341	KAHUNA
Serial Number:	90709316	RAVE
Serial Number:	90708774	COSMIC
Serial Number:	90708749	WAVE

CORRESPONDENCE DATA**Fax Number:** 7043311159

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: 7043311000**Email:** PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com**Correspondent Name:** Moore & Van Allen PLLC**Address Line 1:** 100 North Tryon Street**Address Line 2:** Suite 4700, ATTN: IP DEPARTMENT**Address Line 4:** Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	037632.000190
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	03/31/2022

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of March 31, 2022 (this “**Trademark Security Agreement**”), is made by the signatory hereto (the “**Grantor**”) in favor of Alter Domus (US) LLC, in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Blades Buyer, Inc., a Delaware corporation (the “**Borrower**”), the Lenders party thereto from time to time and the Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Second Lien Guarantee and Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, the other Domestic Loan Parties party thereto and Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademark registrations and applications for Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use

of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

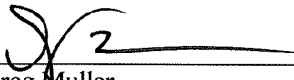
SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

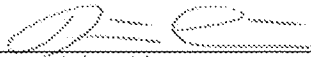
ASPEN SURGICAL PRODUCTS, INC.

By: 
Name: Greg Muller
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

AGREED AND ACCEPTED
as of the date first written above:

ALTER DOMUS (US) LLC,
as Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]