

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737802

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beaver-Visitec International (US), Inc.		06/29/2022	Corporation: DELAWARE
Beaver-Visitec International, Inc.		06/29/2022	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	SANNE AGENSYND, S.L.U.
Street Address:	Paseo de Recoletos 37, Floor 3
City:	Madrid
State/Country:	SPAIN
Postal Code:	28004
Entity Type:	Company: SPAIN

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	6397448	PODEYE
Registration Number:	6175944	IPURE
Registration Number:	5580928	MALOSA
Registration Number:	5580929	OPTIMUM
Registration Number:	5650835	BVI
Registration Number:	5650837	BVI
Registration Number:	5650838	
Registration Number:	5650839	
Registration Number:	5465715	EXTEND 180
Registration Number:	5219932	I-RINGJOURNAL
Registration Number:	4620126	READYPAK
Registration Number:	4668555	NUVISC
Registration Number:	4765194	I-RING
Registration Number:	4470939	EXTEND
Registration Number:	4406747	OSHER THERMODOT
Registration Number:	4193724	ATOMIC EDGE
Registration Number:	3975998	BVI

OP \$990.00 6397448

Property Type	Number	Word Mark
Registration Number:	3253759	XSTAR
Registration Number:	3208676	WECK-CEL
Registration Number:	3100759	BLU-SPOT
Registration Number:	2951829	ARTHRO-LOK
Registration Number:	2655103	ERASER
Registration Number:	2760252	CLEANFIELD
Registration Number:	2178558	VISIDRAPE
Registration Number:	2211886	PARASOL
Registration Number:	2166602	NITEYE
Registration Number:	2049333	ULTRACELL
Registration Number:	1783346	ENDO OPTIKS
Registration Number:	1723526	BLU-SLIT
Registration Number:	1528070	VISCOFLOW
Registration Number:	1434606	VISITEC
Registration Number:	1208093	BEAVER
Registration Number:	1069334	MICRO-SHARP
Registration Number:	1002000	MAXI-LITE
Registration Number:	1001002	OPHTHO-BURR
Registration Number:	1017204	BLU-SPOT
Registration Number:	994015	ACCU-TEMP
Registration Number:	968265	WET-FIELD
Registration Number:	824981	MINI-BLADE

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@coagencyglobal.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:	1721008 TM
NAME OF SUBMITTER:	Sandy Lee
SIGNATURE:	/Sandy Lee/
DATE SIGNED:	06/29/2022

Total Attachments: 8
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Second Lien Trademark Security Agreement”) is entered into as of June 29, 2022, by and among Beaver-Visitec International (US), Inc. and Beaver-Visitec International, Inc. (collectively, the “Grantors” and each, a “Grantor”) and SANNE AGENSYND, S.L.U., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Second Lien Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to a Second Lien Pledge and Security Agreement, dated as of June 29, 2022 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Second Lien Security Agreement”), in favor of the Second Lien Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which each Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Second Lien Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Parent Borrower thereunder, each Grantor hereby agrees with the Second Lien Collateral Agent as follows:

Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Second Lien Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of the Grantors, including the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

Second Lien Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Second Lien Collateral Agent in the Second Lien Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement (and are expressly subject to the terms and conditions

thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Second Lien Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Agreement.

GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

BEAVER-VISITEC INTERNATIONAL (US), INC.

DocuSigned by:
By: Shervin J. Korangy
0A7888F2C575484...
Name: Shervin J. Korangy
Title: President and CEO, Treasurer and Secretary

BEAVER-VISITEC INTERNATIONAL, INC.

DocuSigned by:
By: Shervin J. Korangy
0A7888F2C575484...
Name: Shervin J. Korangy
Title: President and CEO, Treasurer and Secretary

Accepted and Agreed:

SANNE AGENSYND, S.L.U.,
as Second Lien Collateral Agent

By:  _____

Name: Julieta Moreno



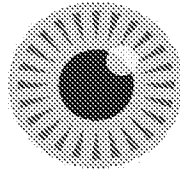
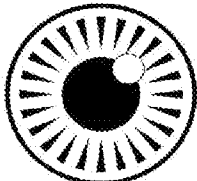
Title: Associate Director

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007765 FRAME: 0942

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner/Grantor	Trademark Description	Filing Date	Application Number	Issue Date	Registration Number
BEAVER-VISITEC INTERNATIONAL (US), INC.	PODEYE	10/28/2019	88671050	6/22/2021	6397448
BEAVER-VISITEC INTERNATIONAL (US), INC.	IPURE	2/28/2019	88320740	10/13/2020	6175944
BEAVER-VISITEC INTERNATIONAL (US), INC.	MALOSA	5/8/2018	87911900	10/9/2018	5580928
BEAVER-VISITEC INTERNATIONAL (US), INC.	OPTIMUM	5/8/2018	87911956	10/9/2018	5580929
BEAVER-VISITEC INTERNATIONAL (US), INC.	 BVI	10/31/2017	87667023	1/8/2019	5650835
BEAVER-VISITEC INTERNATIONAL (US), INC.	 BVI	10/31/2017	87667048	1/8/2019	5650837
BEAVER-VISITEC INTERNATIONAL (US), INC.		10/31/2017	87667068	1/8/2019	5650838
BEAVER-VISITEC INTERNATIONAL (US), INC.		10/31/2017	87667081	1/8/2019	5650839

BEAVER-VISITEC INTERNATIONAL (US), INC.	EXTEND 180	2/22/2017	87345364	5/8/2018	5465715
BEAVER-VISITEC INTERNATIONAL (US), INC.	I-RINGJOURNAL	8/12/2016	87136592	6/6/2017	5219932
BEAVER-VISITEC INTERNATIONAL (US), INC.	READYPAK	1/30/2014	86179430	10/14/2014	4620126
BEAVER-VISITEC INTERNATIONAL (US), INC.	NUVISC	11/6/2013	86111902	1/6/2015	4668555
BEAVER-VISITEC INTERNATIONAL (US), INC.	I-RING	10/11/2013	86089676	6/30/2015	4765194
BEAVER-VISITEC INTERNATIONAL (US), INC.	EXTEND	7/15/2013	86010284	1/21/2014	4470939
BEAVER-VISITEC INTERNATIONAL (US), INC.	OSHER THERMODOT	2/15/2013	85850998	9/24/2013	4406747
BEAVER-VISITEC INTERNATIONAL (US), INC.	ATOMIC EDGE	12/5/2011	85486955	8/21/2012	4193724
BEAVER-VISITEC INTERNATIONAL (US), INC.	BVI	8/2/2010	85098175	6/7/2011	3975998
BEAVER-VISITEC INTERNATIONAL (US), INC.	XSTAR	8/16/2006	78953389	6/19/2007	3253759
BEAVER-VISITEC INTERNATIONAL (US), INC.	WECK-CEL	4/14/2006	78861630	2/13/2007	3208676

BEAVER-VISITEC INTERNATIONAL (US), INC.	BLU-SPOT	6/28/2005	78659945	6/6/2006	3100759
BEAVER-VISITEC INTERNATIONAL (US), INC.	ARTHRO-LOK	5/12/2004	78417490	5/17/2005	2951829
BEAVER-VISITEC INTERNATIONAL (US), INC.	ERASER	10/30/2001	78090817	11/26/2002	2655103
BEAVER-VISITEC INTERNATIONAL (US), INC.	CLEANFIELD	5/31/2001	78066539	9/2/2003	2760252
BEAVER-VISITEC INTERNATIONAL, INC.	VISIDRAPE	7/29/1997	75332731	8/4/1998	2178558
BEAVER-VISITEC INTERNATIONAL, INC.	PARASOL	7/21/1997	75327456	12/15/1998	2211886
BEAVER-VISITEC INTERNATIONAL (US), INC.	NITEYE	2/27/1997	75248928	6/16/1998	2166602
BEAVER-VISITEC INTERNATIONAL (US), INC.	ULTRACELL	5/4/1992	74272034	4/1/1997	2049333
BEAVER-VISITEC INTERNATIONAL, INC.	ENDO OPTIKS	2/20/1992	74247871	7/20/1993	1783346
BEAVER-VISITEC INTERNATIONAL (US), INC.	BLU-SLIT	5/30/1990	74064143	10/13/1992	1723526
BEAVER-VISITEC INTERNATIONAL, INC.	VISCOFLOW	6/3/1988	73732333	3/7/1989	1528070
BEAVER-VISITEC INTERNATIONAL, INC.	VISITEC	3/13/1986	73587740	3/31/1987	1434606

BEAVER-VISITEC INTERNATIONAL (US), INC.	BEAVER	12/11/1981	73341216	9/14/1982	1208093
BEAVER-VISITEC INTERNATIONAL (US), INC.	MICRO-SHARP	2/9/1976	73076705	7/12/1977	1069334
BEAVER-VISITEC INTERNATIONAL (US), INC.	MAXI-LITE	1/11/1974	73010716	1/21/1975	1002000
BEAVER-VISITEC INTERNATIONAL (US), INC.	OPHTHO-BURR	1/11/1974	73010752	1/7/1975	1001002
BEAVER-VISITEC INTERNATIONAL (US), INC.	BLU-SPOT	1/11/1974	73010759	7/29/1975	1017204
BEAVER-VISITEC INTERNATIONAL (US), INC.	ACCU-TEMP	5/18/1973	72457943	9/24/1974	994015
BEAVER-VISITEC INTERNATIONAL (US), INC.	WET-FIELD	6/19/1972	72427578	9/11/1973	968265
BEAVER-VISITEC INTERNATIONAL (US), INC.	MINI-BLADE	12/21/1964	72208527	2/28/1967	824981