TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM755775

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900708371

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Natus Medical Incorporated		07/21/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 120

Property Type	Number	Word Mark
Registration Number:	6193231	QUANTUM
Registration Number:	2283766	HUSH
Registration Number:	1945045	KEYPOINT
Registration Number:	2963424	AURA
Registration Number:	2540443	EC2
Registration Number:	2773294	PANORAMA
Registration Number:	2437266	SZAC
Registration Number:	2484838	TWIN
Registration Number:	3823109	TREA
Registration Number:	2678542	A BAER
Registration Number:	2178379	AUDX
Registration Number:	1335302	BIO-LOGIC
Registration Number:	2924909	MASTER
Registration Number:	1369910	NAVIGATOR
Registration Number:	2178380	SCOUT
Registration Number:	2630273	TREE TIP
Registration Number:	4069376	NICOLET
Registration Number:	3888620	NICOLET ELITE

TRADEMARK REEL: 007798 FRAME: 0313

900720524

Property Type	Number	Word Mark
Registration Number:	3745014	SONARA
Registration Number:	3923336	SONARA TEK
Registration Number:	5279143	RETCAM
Registration Number:	5062290	RCRS
Registration Number:	4665415	DANTEC
Registration Number:	2012511	EMBLA
Registration Number:	2293035	SANDMAN
Registration Number:	2635968	SANDMAN ELITE
Registration Number:	1626915	SLEEPLAB
Registration Number:	2370417	NEUROMAX
Registration Number:	2415155	XLTEK
Registration Number:	2612387	AOAE
Registration Number:	2703815	ECHO-SCREEN
Registration Number:	2811380	ACCUSCREEN
Registration Number:	4479769	OTOSCAN
Registration Number:	1769231	CHARTR
Registration Number:	2854398	OTOCAM
Registration Number:	5464121	OTOBASE
Registration Number:	5555371	HI-PRO 2
Registration Number:	0760640	GRASS
Registration Number:	2886157	NEATNICK
Registration Number:	3058726	GUMDROP
Registration Number:	3065505	TOOTSWEET
Registration Number:	4101917	NICVIEW
Registration Number:	1361666	IMEX
Registration Number:	3283477	DURAFORM
Registration Number:	3645799	EDS 3
Registration Number:	1366536	CAMINO
Registration Number:	2927693	NEO BLUE
Registration Number:	2482667	AABR
Registration Number:	2482668	AABR
Registration Number:	3466145	MINIMUFFS
Registration Number:	3466146	NEOBLUE
Registration Number:	3625473	NEOMETRICS
Registration Number:	5453399	NATUS
Registration Number:	5570679	NICOLET EDX
Registration Number:	5634613	AUDX PRO FLEX
Registration Number:	5608718	NAVPRO ONE

Property Type	Number	Word Mark	
Registration Number:	5570703	AUDX PRO	
Registration Number:	5699164	BIO-LINK	
Registration Number:	5705131	INVISUS	
Registration Number:	6341998	RETCAM ENVISION	
Registration Number:	6646697	XACTSTRIP	
Registration Number:	5945318	EC3	
Registration Number:	3567620	NEUROWORKS	
Registration Number:	6206345	EC2+	
Registration Number:	6242481	OTOMETRICS	
Registration Number:	6622994	XACTSTRIP	
Registration Number:	6615811	XACTGRID	
Registration Number:	2793479	BILIBAND	
Registration Number:	2767491	FLEXICOUPLER	
Registration Number:	4153501	NATUS	
Registration Number:	1637520	NATUS	
Registration Number:	3847868	BO-JECT	
Registration Number:	4162236	NATUS NATALCARE	
Registration Number:	3985884	HALO EAR MUFFIN	
Registration Number:	4077245	BIO-LOGIC	
Registration Number:	4380333	EMBLETTA	
Registration Number:	4282926	GUMDROP	
Registration Number:	4353715	AUDBLE	
Registration Number:	4480399	COMET-PLUS	
Registration Number:	4867484	PELOTON	
Registration Number:	4616100	JELLY TAB	
Registration Number:	4528908	GRASS	
Registration Number:	4580215	XACTTRACE	
Registration Number:	4828422	NATUSWHERE BABIES COME FIRST	
Registration Number:	4812806	NATUS	
Registration Number:	4821809	NICVIEW	
Registration Number:	4812073	NICVIEW	
Registration Number:	5230302	NAVIGATOR PRO	
Registration Number:	4940680	HORSE EDEN	
Registration Number:	5068253	EMBLA	
Registration Number:	5180043	SMART EQUITEST	
Registration Number:	5310932	NICOLET	
Registration Number:	4953692	NATUS QUANTUM	
Registration Number:	2785646	EQUITEST	

Property Type	Number	Word Mark	
Registration Number:	1446204	EQUITEST	
Registration Number:	2539491	A WORLD ON BALANCE	
Registration Number:	1525362	BALANCE MASTER	
Registration Number:	1530722	NEUROCOM	
Registration Number:	3299729	BALANCE MANAGER	
Registration Number:	1721464	SMART SCALE	
Registration Number:	1602099	VAC-PAC	
Registration Number:	3208889	WARMETTE	
Registration Number:	4213309	TECA	
Registration Number:	2703203	VERSALAB	
Registration Number:	6598776	NATUS ELITE	
Registration Number:	6480819	BREATHSENSOR	
Registration Number:	6266580	CLAVIS	
Registration Number:	6444952	RECOGNIZE	
Registration Number:	4817425	NICVUE	
Serial Number:	88923257	SLEEPWORKS	
Serial Number:	88079107	XACTGRID	
Serial Number:	88673046	HEARO	
Serial Number:	88882012	HIGH DEFINITION EMG	
Serial Number:	88882009	HD EMG	
Serial Number:	88902668	HD EMG	
Serial Number:	90185579	DATALINK	
Serial Number:	90667591	MYOJECT	
Serial Number:	90667625	ULTRAPRO	
Serial Number:	90677076	NEONEST	
Serial Number:	97043831	XACTTRODE	

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: 2128598000

Email: teas@friedfrank.com

Correspondent Name: Justin Charles c/o Fried Frank et al

Address Line 1: 1 New York Plaza

Address Line 2: 27th Floor

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 033637-00022

NAME OF SUBMITTER: Justin Charles

SIGNATURE:	/Justin Charles/
DATE SIGNED:	09/16/2022
Total Attachments: 13	
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "Trademark Security Agreement"), dated as of July 21, 2022, is made by the entities set forth on Schedule 1 (each, a "Grantor" and collectively, the "Grantors"), in favor of Jefferies Finance LLC, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, each Grantor is party to that certain US Security Agreement, dated as of July 21, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each Grantor, and has agreed to execute this Trademark Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

- Section 1. <u>Terms</u>. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.
- Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each Grantor's right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the "Trademark Collateral"); provided that "Trademark Collateral" shall not include and the Security Interest shall not attach to any Excluded Asset as provided for in the Security Agreement, including any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.
- Section 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the USPTO.
- Section 4. <u>Execution in Counterparts</u>. 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 signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file)

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transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Section 5. <u>Security Agreement</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 Trademark 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POSTJUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

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

NATUS MEDICAL INCORPORATED

DocuSigned by:

Name: Florian Demleitner

Title: Treasurer

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

Jefferies Finance LLC, as Collateral Agent

By:

Name: John Koehler

Title: Managing Director

SCHEDULE I

GRANTORS

Name of Grantor	Type of Organization	Jurisdiction of Organization / Formation
Natus Medical Incorporated	Corporation	Delaware

Schedule 1 to First Lien Trademark Security Agreement

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SCHEDULE A

MARK NAME	Application Number	Registration Number	Owner
QUANTUM	88758692	6193231	Natus Medical Incorporated
			Natus Medical
SLEEPWORKS	88923257		Incorporated
*****			Natus Medical
HUSH	75311715	2283766	Incorporated
KENDOINT	74505292	1045045	Natus Medical
KEYPOINT	74525382	1945045	Incorporated
AURA	78418082	2963424	Natus Medical
AUKA	76416062	2903424	Incorporated
EC2	76290168	2540443	Natus Medical
202	70230100	25 10 115	Incorporated
PANORAMA	76442529	2773294	Natus Medical
			Incorporated
SZAC	76039971	2437266	Natus Medical
			Incorporated
TWIN	76037212	2484838	Natus Medical Incorporated
		3823109	Natus Medical
TREA	77810922		Incorporated
		2678542	Natus Medical
A BAER	75823061		Incorporated
ATIDAL	5521502 6	2152252	Natus Medical
AUDX	75315826	2178379	Incorporated
DIO I OCIC	72404225	1225202	Natus Medical
BIO-LOGIC	73494235	1335302	Incorporated
MASTER	76576558	2924909	Natus Medical
WASTER	70370336	2924909	Incorporated
NAVIGATOR	73529911	1369910	Natus Medical
	,5023311	100,310	Incorporated
SCOUT	75315827	2178380	Natus Medical
			Incorporated
TREE TIP	76161901	2630273	Natus Medical
			Incorporated Natus Madical
NICOLET	85039867	4069376	Natus Medical Incorporated
			Natus Medical
Nicolet Elite	77819179	3888620	Incorporated
22222			•
SONARA	77111763	3745014	
SONARA	77111763	3745014	Natus Medical Incorporated

Schedule A to First Lien Trademark Security Agreement

MARK NAME	Application Number	Registration Number	Owner
SONARA TEK	77111815	3923336	Natus Medical Incorporated
RETCAM	86873174	5279143	Co-owned by Natus Medical Incorporated and Natus Manufacturing Limited
RCRS	86783366	5062290	Co-owned by Natus Medical Incorproated and Natus Manufacturing Limited
DANTEC	85100851	4665415	Natus Medical Incorporated
EMBLA US	74593056	2012511	Natus Medical Incorporated
SANDMAN	75142270	2293035	Natus Medical Incorporated
SANDMAN ELITE	75781740	2635968	Natus Medical Incorporated
SLEEPLAB	74026478	1626915	Natus Medical Incorporated
NEUROMAX	75643941	2370417	Natus Medical Incorporated
XLTEK	75643939	2415155	Natus Medical Incorporated
AOAE	76280207	2612387	Natus Medical Incorporated
ECHO-SCREEN	76280208	2703815	Natus Medical Incorporated
HI-PRO	79080875	3910387	Natus Medical Incorporated
ACCUSCREEN	76392263	2811380	Natus Medical Incorporated
ICS	79085110	3936881	Natus Medical Incorporated
ICS IMPULSE	79090517	3964680	Natus Medical Incorporated
OTOsuite	79025048	3261290	Natus Medical Incorporated

MARK NAME	Application Number	Registration Number	Owner
AURICAL	79025049	3286574	Natus Medical Incorporated
GN OTOMETRICS	79027297	3318600	Natus Medical Incorporated
MADSEN ALPHA	79107851	4148497	Natus Medical Incorporated
MADSEN	79062304	3807134	Natus Medical Incorporated
OTOair	IR 1107335	4181539	Natus Medical Incorporated
OTOair	79286177	6375129	Natus Medical Incorporated
OTOCLOUD	79127941	4386159	Natus Medical Incorporated
OTOLINK	79126498	4438105	Natus Medical
OTOscan	85752771	4479769	Incorporated Natus Medical
OTOMETRICS	79134192	4516851	Incorporated Natus Medical Incorporated
Otometrics Logo 3 spots (blue) & otometrics (black letters)	79136795	4642939	Natus Medical Incorporated
OTOdocs	79149791	4643191	Natus Medical Incorporated
ZODIAC	79170978	4934662	Natus Medical Incorporated
CHARTR	74239139	1769231	Natus Medical Incorporated
ACCUSCREEN	79037823	3405747	Natus Medical Incorporated
OTOCAM	76343789	2854398	Natus Medical Incorporated
OTObase	87623523	5464121	Natus Medical Incorporated
HI-PRO 2	87779005	5555371	Natus Medical Incorporated
GRASS	72140013	760640	Natus Medical Incorporated
NEATNICK	76553984	2886157	Natus Medical Incorporated

MARK NAME	Application Number	Registration Number	Owner
GUMDROP	78418501	3058726	Natus Medical Incorporated
TOOTSWEET	78533534	3065505	Natus Medical Incorporated
NicView logo	85351599	4101917	Natus Medical Incorporated
IMEX	73518219	1361666	Natus Medical Incorporated
DURAFORM US	78361125	3283477	Natus Medical Incorporated
EDS 3	77470239	3645799	Natus Medical Incorporated
CAMINO	73511902	1366536	Natus Medical Incorporated
NEO BLUE	78161117	2927693	Natus Medical Incorporated
AABR	75338140	2482667	Natus Medical Incorporated
AABR	75338145	2482668	Natus Medical Incorporated
MINIMUFFS	77256444	3466145	Natus Medical Incorporated
NEOBLUE	77256448	3466146	Natus Medical Incorporated
NEOMETRICS	77419228	3625473	Natus Medical Incorporated
NATUS	87624187	5453399	Natus Medical Incorporated
NICOLET EDX	87856377	5570679	Natus Medical Incorporated
AUDX PRO FLEX	87836351	5634613	Natus Medical Incorporated
NAVPRO ONE	87836354	5608718	Natus Medical Incorporated
AUDX PRO	87865752	5570703	Natus Medical Incorporated
BIO-LINK	87869566	5699164	Natus Medical Incorporated
InVisus	87898456	5705131	Natus Medical Incorporated

MARK NAME	Application Number	Registration Number	Owner
RetCam Envision	88065534	6341998	Natus Medical Incorporated
XactGrid	88079107		Natus Medical Incorporated
XactStrip	88079112	6,646,697	Natus Medical Incorporated
EC3	88085382	5945318	Natus Medical Incorporated
NEUROWORKS	77508401	3567620	Natus Medical Incorporated
EC2+	88237581	6206345	Natus Medical Incorporated
OTOMETRICS	88480477	6242481	Natus Medical Incorporated
XactStrip Logo	88504606	6622994	Natus Medical Incorporated
XactGrid Logo	88504610	6615811	Natus Medical Incorporated
HEARO	88673046		Natus Medical Incorporated
BILIBAND	76045049	2793479	Natus Medical Incorporated
FLEXICOUPLER	76257562	2767491	Natus Medical Incorporated
NATUS	85437060	4153501	Natus Medical Incorporated
NATUS	74073532	1637520	Natus Medical Incorporated
BO-JECT	77958392	3847868	Natus Medical Incorporated
DANTEC	79975296	4665412	Natus Medical Incorporated
Natus NatalCare	85302653	4162236	Natus Medical Incorporated
HALO EAR MUFFIN	85212370	3985884	Natus Medical Incorporated
BIO-LOGIC	85354481	4077245	Natus Medical Incorporated
EMBLETTA	85830772	4380333	Natus Medical Incorporated

MARK NAME	Application Number	Registration Number	Owner
GUMDROP	85657729	4282926	Natus Medical Incorporated
AUDBLE	85761779	4353715	Natus Medical Incorporated
Comet-PLUS	85946632	4480399	Natus Medical Incorporated
PELOTON	86010324	4867484	Natus Medical Incorporated
JELLY TAB	86028023	4616100	Natus Medical Incorporated
GRASS	86058021	4528908	Natus Medical Incorporated
XactTrace	86202882	4580215	Natus Medical Incorporated
NatusWhere Babies Come First	86358172	4828422	Natus Medical Incorporated
NATUS	86540434	4812806	Natus Medical Incorporated
NicView logo	86526810	4821809	Natus Medical Incorporated
NICVIEW	86526857	4812073	Natus Medical Incorporated
NAVIGATOR PRO	86777820	5230302	Natus Medical Incorporated
Global Neuro- Diagnostics	86701477	4940680	Natus Medical Incorporated
EMBLA	86947653	5068253	Natus Medical Incorporated
SMART EQUITEST	87124371	5180043	Natus Medical Incorporated
NICOLET	87386515	5310932	Natus Medical Incorporated
NATUS QUANTUM	86340624	4953692	Natus Medical Incorporated
EQUITEST	76418583	2785646	Natus Medical Incorporated
EQUITEST	73623045	1446204	Natus Medical Incorporated
A WORLD ON BALANCE	76052362	2539491	Natus Medical Incorporated

MARK NAME	Application Number	Registration Number	Owner
BALANCE MASTER	73720606	1525362	Natus Medical Incorporated
NEUROCOM	73712770	1530722	Natus Medical Incorporated
BALANCE MANAGER	78795273	3299729	Natus Medical Incorporated
SMART SCALE	74064775	1721464	Natus Medical Incorporated
VAC-PAC	73839574	1602099	Natus Medical Incorporated
WARMETTE	78866041	3208889	Natus Medical Incorporated
TECA	85527298	4213309	Natus Medical Incorporated
VERSALAB	78011591	2703203	Natus Medical Incorporated
HD EMG	88882012		Natus Medical Incorporated
High Definition EMG	88882009		Natus Medical Incorporated
HD EMG (logo)	88902668		Natus Medical Incorporated
Natus Elite	90043356	6598776	Natus Medical Incorporated
BREATHSENSOR	90151553	6480819	Natus Medical Incorporated
CLAVIS	90074818	6266580	Natus Medical Incorporated
RecogniZe	90154144	6444952	Natus Medical Incorporated
DATALINK	90185579		Natus Medical Incorporated
NICVUE	4817425	4817425	Natus Medical Incorporated
Myoject	90667591		Natus Medical Incorporated
UltraPro	90667625		Natus Medical Incorporated
NEONEST	90677076		Natus Medical Incorporated

MARK NAME	Application Number	Registration Number	Owner
XactTrode	97043831		Natus Medical Incorporated

RECORDED: 07/21/2022