

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belmont Instrument, LLC		08/19/2022	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Agent		
Street Address:	100 South Wacker Drive, 18th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3535780	THE BELMONT	
Registration Number:	6319095	CUREWRAP	
Registration Number:	6308062	BUDDY LITE	
Registration Number:	6220555	B	
Registration Number:	6102854	B BELMONT MEDICAL TECHNOLOGIES	
Registration Number:	3026953	CRITICOOL	
Registration Number:	2709356	THERMOWRAP	
Registration Number:	2751645	ALLON	
Registration Number:	2723027	MTRE	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	3127646944		
Email:	TMaloney@KSLaw.com		
Correspondent Name:	Timothy Maloney		
Address Line 1:	110 North Wacker Drive, Suite 3800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	C/M: 24080.515031		

CH \$240.00 3535780

NAME OF SUBMITTER:	Timothy Maloney
SIGNATURE:	/Timothy Maloney/
DATE SIGNED:	08/19/2022
Total Attachments: 5 source=Belmont - Trademark Security Agreement (Executed)#page1.tif source=Belmont - Trademark Security Agreement (Executed)#page2.tif source=Belmont - Trademark Security Agreement (Executed)#page3.tif source=Belmont - Trademark Security Agreement (Executed)#page4.tif source=Belmont - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Golub Capital Markets LLC (“Golub”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, of even date herewith (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Belmont Instrument, LLC, a Massachusetts limited liability company, as Borrower, the other financial institutions party thereto from time to time (the “Lenders”) and Golub, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Guarantee and Collateral Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guarantee and Collateral Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (excluding any Excluded Property) of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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 Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

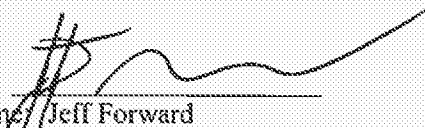
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

BELMONT INSTRUMENT, LLC,
as Grantor

By: 
Name: Jeff Forward
Title: Chief Financial Officer and
Assistant Secretary

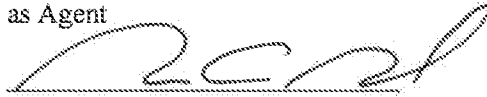
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007826 FRAME: 0914

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL MARKETS LLC,
as Agent

By:





Name: Marc C. Robinson
Title: Senior Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007826 FRAME: 0915

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Trademark	Owner	Registration Number	Date of Registration
THE BELMONT	Belmont Instrument, LLC	3535780	11/25/2008
CUREWRAP	Belmont Instrument, LLC	6319095	04/13/2021
BUDDY LITE	Belmont Instrument, LLC	6308062	03/30/2021
	Belmont Instrument, LLC	6220555	12/15/2020
	Belmont Instrument, LLC	6102854	07/14/2020
CRITICOOL	Belmont Instrument, LLC	3026953	12/13/2005
THERMOWRAP	Belmont Instrument, LLC	2709356	04/22/2003
ALLON	Belmont Instrument, LLC	2751645	08/19/2003
M TRE	Belmont Instrument, LLC	2723027	06/10/2003

2. TRADEMARK APPLICATIONS

NONE.