

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LifePort, LLC		08/18/2022	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	245 Peachtree Center Avenue, NE		
Internal Address:	17th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77511549	CMS	
Serial Number:	77516803	AEROSLED TS	
Serial Number:	77515758	PLUS PATIENT LOADING UTILITY SYSTEM	
Serial Number:	85009719	LIFEPORT	
Serial Number:	88856089	CLIP DECK	
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:	4045723401		
Email:	morgan.roth@kslaw.com		
Correspondent Name:	Morgan Roth		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990.515208		
NAME OF SUBMITTER:	Morgan Roth		
SIGNATURE:	/s/ Morgan Roth		

OP \$140.00 77511549

DATE SIGNED:	08/25/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2022 (this “Trademark Security Agreement”), is made by the entity identified on the signature page hereto as the Grantor (the “Grantor”), in favor of Truist Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties and for the banks and other financial institutions (the “Lenders”) from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of August 18, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time parties thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, 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, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of August 18, 2022 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement 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 Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 of the Grantor, hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (in each case, excluding any Excluded Property, the “Trademark Collateral”):

- (i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing; and
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict, the terms of the Guaranty and Security Agreement shall control. This Trademark Security Agreement shall terminate at the time of termination of the Guaranty and Security Agreement, or, if earlier, upon the release of the Grantor from its obligations thereunder in accordance with its terms.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be construed in accordance with and governed by the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

LIFEPORT, LLC
as Grantor

By: 
Name: Jason Darley
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007832 FRAME: 0212

ACCEPTED AND AGREED
as of the date first above written:

TRUIST BANK,
as Administrative Agent

By: 
Name: Zach Morgan
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Owner
CMS	77511549 June 30, 2008	3,546,869 December 16, 2008	LifePort, LLC
AEROSLED TS	77516803 July 8, 2008	3,634,155 June 9, 2009	LifePort, LLC
PLUS PATIENT LOADING UTILITY SYSTEM	77515758 July 7, 2008	3,642,322 June 23, 2009	LifePort, LLC
LIFEPOR	85009719 April 8, 2010	3,983,772 June 28, 2011	LifePort, LLC
CLIP DECK	88/856,089 April 1, 2020	6,331,862 April 27, 2021	LifePort, LLC

2. TRADEMARK APPLICATIONS

None.