

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM754489

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Willow Innovations, Inc.		09/08/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MADRYN HEALTH PARTNERS II (CAYMAN MASTER), LP		
<b>Street Address:</b>	330 Madison Avenue, 33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Partnership: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90799341		
<b>Serial Number:</b>	90799367		
<b>Serial Number:</b>	97066553		
<b>Serial Number:</b>	97322916	W	
<b>Serial Number:</b>	97322888	W	
<b>Serial Number:</b>	88828114	W	
<b>Registration Number:</b>	5330695	W	
<b>Serial Number:</b>	97322836	WILLOW	
<b>Serial Number:</b>	97322780	WILLOW	
<b>Registration Number:</b>	5330641	WILLOW	
<b>Serial Number:</b>	90813442	WILLOW	
<b>Serial Number:</b>	97066569	WILLOW	
<b>Serial Number:</b>	97066592	WILLOW	
<b>Serial Number:</b>	90799283	WILLOW 360	
<b>Serial Number:</b>	90799303	WILLOW 360	
<b>Serial Number:</b>	90799225	WILLOW GO	
<b>Serial Number:</b>	90799262	WILLOW GO	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00 90799341

**Fax Number:** 2122919868

**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:** (212) 558-4229

**Email:** demarcor@sullcrom.com, nguyenb@sullcrom.com

**Correspondent Name:** Raffaele A. DeMarco

**Address Line 1:** 125 Broad Street

**Address Line 2:** Sullivan & Cromwell LLP

**Address Line 4:** New York, NEW YORK 10004-2498

<b>ATTORNEY DOCKET NUMBER:</b>	025205.00003 (RAD)
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<b>NAME OF SUBMITTER:</b>	Raffaele A. DeMarco
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<b>SIGNATURE:</b>	/Raffaele A. DeMarco/
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<b>DATE SIGNED:</b>	09/09/2022
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2022 (“*Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of Madryn Health Partners II (Cayman Master), LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

### W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as September [8], 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a continuing and irrevocable security interest in and to all of the following intellectual property now owned, controlled or at any time hereafter owned, controlled or acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks owned or controlled by such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Trademark Grantor listed on **Schedule 1** attached hereto; provided, that no Lien or security interest is granted hereunder with respect to any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act prior to the filing of an “Amendment to Allege Use” or a “Statement of Use” pursuant to Sections 1(c) or 1(d) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, render void or voidable, or result in the cancellation of, such “intent-to-use” trademark or service mark application under federal law;

(b) to the extent not covered by **clause (a)**, all income, royalties and other payments now or hereafter due and payable with respect to any of the foregoing;

(c) to the extent not covered by **clause (a)**, all goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action for past, present, or future infringement of any such Trademarks or unfair competition regarding the same, including, without limitation, the right to seek and recover any damages in connection therewith.

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 Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

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 signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

*[Remainder of This Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

Willow Innovations, Inc.

By:    
Name: Laura Chambers  
Title: Chief Executive Officer

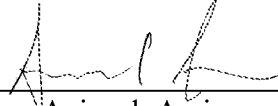
Address: 1975 W. El Camino Real, Suite #306  
Mountain View, CA 94040

Accepted and Agreed:

MADRYN HEALTH PARTNERS II (CAYMAN MASTER), LP, as the Administrative Agent

By: MADRYN HEALTH ADVISORS II, LP, its General Partner






By: MADRYN HEALTH ADVISORS GP II, LLC, its General Partner

By  \_\_\_\_\_  
Name: Avinash Amin  
Title: Managing Member

Address: Madryn Health Partners II  
(Cayman Master), LP  
330 Madison Avenue, 33rd Floor  
New York, NY 10017

## TRADEMARKS

Trademark Registrations and Applications

Mark/Application		Registration No.	Registration Date	Serial No.	Owner	Jurisdiction
	Mother and Child Design			90/799,341	Willow Innovations, Inc.	United States of America
	Mother and Child Design			90/799,367	Willow Innovations, Inc.	United States of America
	Mother and Child Design			97/066,553	Willow Innovations, Inc.	United States of America
	W Logo (Modernized)			97/322,916	Willow Innovations, Inc.	United States of America
	W Logo (Modernized)			97/322,888	Willow Innovations, Inc.	United States of America
	W Logo (stylized)			88/828,114	Willow Innovations, Inc.	United States of America
	W Logo (stylized)	5330695	Nov-7-2017	87/090,376	Willow Innovations, Inc.	United States of America

Mark/Application		Registration No.	Registration Date	Serial No.	Owner	Jurisdiction
	WILLOW			97/322,836	Willow Innovations, Inc.	United States of America
	WILLOW			97/322,780	Willow Innovations, Inc.	United States of America
	WILLOW	5330641	Nov-07-2017	87/048,110	Willow Innovations, Inc.	United States of America
	WILLOW			90/813,442	Willow Innovations, Inc.	United States of America
	WILLOW			97/066,569	Willow Innovations, Inc.	United States of America
	WILLOW			97/066,592	Willow Innovations, Inc.	United States of America
	WILLOW 360			90/799,283	Willow Innovations, Inc.	United States of America
	WILLOW 360			90/799,303	Willow Innovations, Inc.	United States of America
	WILLOW GO			90/799,225	Willow Innovations, Inc.	United States of America
	WILLOW GO			90/799,262	Willow Innovations, Inc.	United States of America