

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754576

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMBAT MEDICAL SYSTEMS, LLC		09/09/2022	Limited Liability Company: NORTH CAROLINA
AUTOMEDX, LLC		09/09/2022	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	James Evans, as Agent
Street Address:	4553 Westgrove Drive
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3999100	CSI BAG
Registration Number:	3975702	SENTINEL
Registration Number:	4732486	BATTLE BANDAGE
Registration Number:	4609328	CROC
Registration Number:	4835559	
Registration Number:	4931280	SENTINEL 10X
Registration Number:	3960270	SAVE II

CORRESPONDENCE DATA

Fax Number: 2134432926

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: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Address Line 1: 333 S. HOPE ST., 43RD FLOOR

Address Line 2: ATTN: J. CRAVITZ

Address Line 4: LOS ANGELES, CALIFORNIA 90071

CH \$190.00 3999100

ATTORNEY DOCKET NUMBER:	75FD-361477
NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/
DATE SIGNED:	09/09/2022

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of September 9, 2022 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **JAMES EVANS**, as Agent (in such capacity and together with his successors and assigns in such capacity, the "Agent") for the Secured Parties (as defined in the Security Agreements referred to below).

WITNESSETH:

WHEREAS, pursuant to the Equity Purchase Agreement dated as of the date hereof, among Safeguard US Operating, LLC, a Delaware limited liability company ("Buyer"), Safeguard Medical Holdco, LLC, a Delaware limited liability company ("Parent"), Combat Medical Systems, LLC, a North Carolina limited liability company ("CMS"), AutoMedx, LLC, a Texas limited liability company ("AMX"), the members of AMX party thereto (the "Members") and James Evans, as the Member Representative (the "Purchase Agreement"), the Members have agreed to sell all of the membership interests of AMX (the "Interests") to Buyer upon the terms and subject to the conditions set forth therein;

WHEREAS, as partial consideration for the sale of the Interests, Buyer has issued two promissory notes to the Members (in such capacity, the "Holders") in the aggregate principal amount of \$27,200,695.86 (the "Notes");

WHEREAS, pursuant to that certain Security Agreement, dated as of September 9, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "AMX Security Agreement"), by and among AMX and the Agent, AMX has granted a security interest in all of its Intellectual Property (as defined in the AMX Security Agreement) other than Excluded Property (as defined therein);

WHEREAS, pursuant to that certain Security Agreement, dated as of September 9, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "CMS Security Agreement" and, together with the AMX Security Agreement, the "Security Agreements"), by and among CMS and the Agent, CMS has granted a security interest in all of its Intellectual Property (as defined in the CMS Security Agreement) other than Excluded Property (as defined therein); and

WHEREAS, pursuant to the Security Agreements, each Grantor is required to execute and deliver this Agreement to the Agent, for the benefit of the Secured Parties, in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce the Members and the Member Representative to enter into the Purchase Agreement and sell the Interests and the Agent and the Members to enter into the Notes, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreements, and this Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreements, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

Section 2. Grant of Security Interest in Intellectual Property 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 grants, pledges and collaterally assigns to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under any and all of the following Collateral of such Grantor now existing or at any time hereafter owned, acquired, created, generated, or held by such Grantor (collectively, "Intellectual Property Collateral"), subject to Permitted Liens, provided that the Intellectual Property Collateral shall not include the Excluded Property (as defined in the Security Agreements):

(a) (i) All issued or granted or registered patents in the United States or any other country, all utility models in any country, and patent applications (whether filed or unfiled) in the United States, international (e.g. PCT), or any other country; and (ii) all reissues, continuations, continuations-in-part, divisionals, reexaminations, substitutions or extensions thereof, now or hereafter existing, created, generated, acquired, or held, including without limitation, the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");

(b) (i) All trademarks, trade dress, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and applications thereof in the United States, any State or Territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all Goodwill associated with or symbolized by any of the foregoing, now or hereafter existing, created, generated, acquired, or held, including without limitation, those set forth on Exhibit B attached hereto (collectively, the "Trademarks");

(c) Any and all claims against third parties for damages by way of past, present or future infringement of any of the rights included above, with the right to collect such damages for said use or infringement of the intellectual property rights identified above;

(d) All licenses or other rights to use any of the Patents, Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(e) All amendments, extensions, renewals and extensions of any of the Patents or Trademarks; and

(f) All proceeds and products of the foregoing, including without limitation, license royalties, proceeds of infringement suits, and all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Section 3. Security Agreements. The security interest granted pursuant to this Agreement is granted in furtherance of and in conjunction with, and not in limitation of, the security interest granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreements and Grantors and the Agent hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is not intended to modify the applicable terms and conditions of the Security Agreements and to the extent of any conflict, the Security Agreements shall control.

Section 4. Grantors 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 Intellectual Property Collateral.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or in "pdf" format through electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

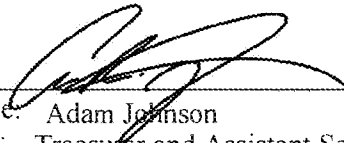
Section 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402.

Section 7. Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests securing the Secured Obligations evidenced by this Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement, this Agreement and the Security Agreements, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

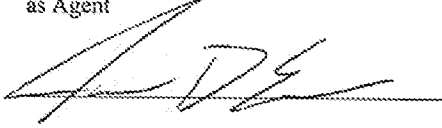
IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMBAT MEDICAL SYSTEMS, LLC, a
North Carolina limited liability company
AUTOMEDX, LLC, a Texas limited liability
company
as Grantors

By: 
Name: Adam Johnson
Title: Treasurer and Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

JAMES EVANS,
as Agent

A handwritten signature in black ink, appearing to read 'J. Evans', written over a horizontal line.

[Signature Page to Patent and Trademark Security Agreement]

None

EXHIBIT A


Patents

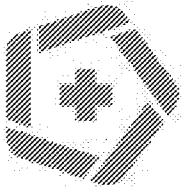
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EXHIBIT B

Trademarks

Trademark Image	Owner	Country	Description	Status	Mark	Serial #	Application Filing Date	Registration Number	Registration Date
	Combat Medical Systems, LLC	United States		Registered	CSI BAG	77/946,128	02/26/2010	3,999,100	07/19/2011
	Combat Medical Systems, LLC	United States		Registered	SENTINEL	85/005,961	04/05/2010	3,975,702	06/07/2011
	Combat Medical Systems, LLC	United States		Registered	BATTLE BANDAGE	86/118,712	11/14/2013	4,732,486	05/05/2015
	Combat Medical Systems, LLC	United States		Registered	CROC	86/195,209	02/17/2014	4,609,328	09/23/2014

	Combat Medical Systems, LLC	United States	PLUS INSIDE BROKEN PENTAGON	Registered		86/545,230	02/25/2015	4,835,559	10/20/2015
	Combat Medical Systems, LLC	United States		Registered	SENTINEL 10X	86/665,125	06/17/2015	4,931,280	04/05/2016
	Automecx LLC	United States		Registered	SAVe II	77277707	09/12/2007	3960270	05/17/2011

TRADEMARK
REEL: 007847 FRAME: 0568