

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM765340

<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>
DryShield, LLC		06/03/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	7255 WOODDMONT AVENUE		
<b>Internal Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4589542	DRYSHIELD	
<b>Registration Number:</b>	4688361		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	617.526.9684		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Yee-Chung Chen		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-2600		
<b>ATTORNEY DOCKET NUMBER:</b>	11964-340		
<b>NAME OF SUBMITTER:</b>	Yee-Chung Chen		
<b>SIGNATURE:</b>	/Yee-Chung Chen/		
<b>DATE SIGNED:</b>	11/02/2022		
<b>Total Attachments: 14</b>			
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TRADEMARK AND PATENTS SECURITY AGREEMENT

TRADEMARK AND PATENTS SECURITY AGREEMENT, dated as of June 3, 2022 (this “Agreement”), by DryShield, LLC a Delaware limited liability company (the “Grantor”), in favor of MIDCAP FINANCIAL TRUST, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of January 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks and Patents of the Grantor, including without limitation, those Trademarks and Patents listed on Schedule I attached hereto. Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest or Lien granted under this Section attach to any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal Law.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks and Patent made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this

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, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks and Patents under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DRYSHIELD, LLC

By: Lauren Nagel  
Name: Lauren Nagel  
Title: Chief Operating Officer, Vice  
President and Secretary

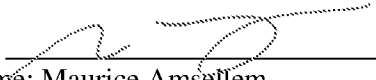
[Signature Page to Trademark and Patents Security Agreement]

**TRADEMARK**  
**REEL: 007883 FRAME: 0868**

**MIDCAP FINANCIAL TRUST,**  
as the Administrative Agent

By: Apollo Capital Management, L.P., its  
investment manager

By: Apollo Capital Management GP, LLC, its  
general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

Schedule I

Trademark and Patent Registrations and Applications

**Patent Registrations and Applications**

<b>Title</b>	<b>Country</b>	<b>App/Patent No. / Filing Date</b>	<b>Patent No. / Issue Date</b>	<b>Status</b>	<b>Owner of Record</b>
(INCEP-001) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	United States of America (US)	8,911,232	8,911,232/ December 16, 2014	PATENTED	DRYSHIELD, LLC
(INCEP-001COA) INTRAORAL DEVICE WITH MESH	United States of America (US)	14/228,046 / March 27, 2014	N/A	PENDING	DRYSHIELD, LLC
(INCEP-001COB) INTRAORAL DEVICE WITH BRIDGE	United States of America (US)	9,788,924 / March 27, 2014	9,788,924 / October 17, 2017	PATENTED	DRYSHIELD, LLC
(INCEP-001COC) INTRAORAL DEVICE WITH STABILITY BAR	United States of America (US)	14/228,054 / March 27, 2014	N/A	PENDING	DRYSHIELD, LLC
(INCEP-001COD) INTRAORAL DEVICE WITH SLIT	United States of America (US)	14/228,057 / March 27, 2014	N/A	PENDING	DRYSHIELD, LLC
(INCEP-001COE) INTRAORAL DEVICE WITH DETACHABLE MOUTH PROP	United States of America (US)	14/228,061 / March 27, 2014	N/A	PENDING	DRYSHIELD, LLC
(INCEP- 003DCOA) BRIDGE STRUCTURE FOR DENTAL MOUTHPIECE	United States of America (US)	D876,627 / December 27, 2013	D876,627 / February 25, 2020	PATENTED	DRYSHIELD, LLC
(INCEP- 004DCOA) CHEEK RETRACTOR FOR DENTAL MOUTHPIECE	United States of America (US)	D809,660 / December 27, 2013	D809,660 / February 6, 2018	PATENTED	DRYSHIELD, LLC

<b>Title</b>	<b>Country</b>	<b>App/Patent No. / Filing Date</b>	<b>Patent No. / Issue Date</b>	<b>Status</b>	<b>Owner of Record</b>
(INCEP-005) DENTAL MOUTHPIECE	United States of America (US)	16/870,745 / May 8, 2020	N/A / May 10, 2022	REJECTED	DRYSHIELD, LLC
(INCEP-008D) SUCTION CONNECTOR CUTOUT DESIGN	United States of America (US)	29/782,638	N/A	PENDING	DRYSHIELD, LLC
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Austria (AT)	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	DRYSHIELD, LLC
(INCEP-001CA) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Canada (CA)	2,851,861 / May 14, 2014	2,851,861 / February 9, 2016	PATENTED	DRYSHIELD, LLC
(INCEP-001CO) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Colombia (CO)	30391 / January 6, 2016	16002647 / December 16, 2016	PATENTED	DRYSHIELD, LLC
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Greece (GR)	[ ] / [ ] <sup>1</sup>	3092220	PATENTED	DRYSHIELD, LLC
(INCEP-005TW) DENTAL MOUTHPIECE	Taiwan (TW)	109115467/ May 8, 2020	N/A	PENDING	DRYSHIELD, LLC
(INCEP-005AU) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Australia (AU)	2020274979 / May 20, 2008	/ N/A	PENDING	DRYSHIELD, LLC
(INCEP-005BR) INTRAORAL DENTAL SUCTION AND	Brazil (BR)	BR112021022474 2 / May 8, 2020	N/A	PENDING	DRYSHIELD, LLC

<sup>1</sup> Unable to locate this information.



<b>Title</b>	<b>Country</b>	<b>App/Patent No. / Filing Date</b>	<b>Patent No. / Issue Date</b>	<b>Status</b>	<b>Owner of Record</b>
ISOLATION SYSTEM					
(INCEP-005CA) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Canada (CA)	3139689	N/A	PENDING	DRYSHIELD, LLC
(INCEP-005CN) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	China (CN)	202080043728.6 / May 8, 2020	N/A	PENDING	DRYSHIELD, LLC
(INCEP-005CO) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Colombia (CO)	CO2021/0016591 / December 7, 2021	N/A	PENDING	DRYSHIELD, LLC
(INCEP-005EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	European Patent Office (EP)	20804801.7 / May 8, 2020	N/A	PENDING	DRYSHIELD, LLC
(INCEP-005EG) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Egypt (EG)	PCT 1789/2021	N/A	PENDING	DRYSHIELD, LLC
(INCEP-005IN) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	India (IN)	202117051466 / November 10, 2021	N/A	PENDING	DRYSHIELD, LLC
(INCEP-005JP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Japan (JP)	Pending	N/A	PENDING	DRYSHIELD, LLC

<b>Title</b>	<b>Country</b>	<b>App/Patent No. / Filing Date</b>	<b>Patent No. / Issue Date</b>	<b>Status</b>	<b>Owner of Record</b>
(INCEP-005KR) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Korea ( <b>KR</b> )	10-2021-7040518	N/A	PENDING	DRYSHIELD, LLC
(INCEP-005MX) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Mexico ( <b>MX</b> )	MX/a/2021/01369 4	N/A	PENDING	DRYSHIELD, LLC
(INCEP-005NZ) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	New Zealand ( <b>NZ</b> )	782154 / November 9, 2021	N/A	PENDING	DRYSHIELD, LLC
(INCEP-005PH) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Philippines ( <b>PH</b> )	1-2021-552855	N/A	PENDING	DRYSHIELD, LLC
(INCEP-005SG) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Singapore ( <b>SG</b> )	11202112319Y / May 8, 2020	N/A	PENDING	DRYSHIELD, LLC
(INCEP-005UA) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Ukraine ( <b>UA</b> )	a 2021 06375	N/A	PENDING	DRYSHIELD, LLC
(INCEP-001AU) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Australia ( <b>AU</b> )	2014202637 / May 14, 2014	2014202637 / February 18, 2016	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND	Belgium ( <b>BE</b> )	2903557 / April 3, 2014	2903557/ September 6, 2016	PATENTED	INCEPT, INC.

<b>Title</b>	<b>Country</b>	<b>App/Patent No. / Filing Date</b>	<b>Patent No. / Issue Date</b>	<b>Status</b>	<b>Owner of Record</b>
ISOLATION SYSTEM					
(INCEP-001BR) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Brazil <b>(BR)</b>	BR1120140116377 / April 3, 2014	BR112014011637 / August 27, 2019	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Bulgaria <b>(BG)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001CN) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	China <b>(CN)</b>	ZL201480039991.2 / April 3, 2014	CN105578986 / July 18, 2017	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Czech Republic <b>(CZ)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Denmark <b>(DK)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Europe <b>(EP)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	DRYSHIELD, LLC
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND	Finland <b>(FI)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.

<b>Title</b>	<b>Country</b>	<b>App/Patent No. / Filing Date</b>	<b>Patent No. / Issue Date</b>	<b>Status</b>	<b>Owner of Record</b>
ISOLATION SYSTEM					
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	France <b>(FR)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Germany <b>(DE)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Hungary <b>(HU)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Italy <b>(IT)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001JP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Japan <b>(JP)</b>	JP20150563172 T / April 3, 2014	JP5961328 / June 1, 2016	PATENTED	INCEPT, INC.
(INCEP-001KR) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Korea <b>(KR)</b>	10-1730509 / April 3, 2014	KR101730509 / April 26, 2017	PATENTED	INCEPT, INC.
(INCEP-001MX) INTRAORAL DENTAL	Mexico <b>(MX)</b>	20160002240 / April 3, 2014	354381 / March 2, 2018	PATENTED	INCEPT, INC.

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SUCTION AND ISOLATION SYSTEM					
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Netherlands <b>(NL)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001NZ) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	New Zealand <b>(NZ)</b>	20140718848 / April 3, 2014	718848 / September 27, 2019	PATENTED	DRYSHIELD, LLC
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Norway <b>(NO)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001PH) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Philippines <b>(PH)</b>	PH20160500682 / April 13, 2016	1-2016-500682	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Poland <b>(PL)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001PT) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Portugal <b>(PT)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Romania <b>(RO)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.

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ISOLATION SYSTEM					
(INCEP-001RU) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Russia <b>(RU)</b>	2016126980 / April 3, 2014	2659012 / June 26, 2018	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Spain <b>(ES)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Sweden <b>(SE)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Switzerland <b>(CH)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Turkey <b>(TR)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	INCEPT, INC.
(INCEP-001UA) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	Ukraine <b>(UA)</b>	UA2016000728 9 / April 3, 2014	UA117691 / September 10, 2018	PATENTED	INCEPT, INC.
(INCEP-001EP) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	United Kingdom <b>(GB)</b>	2903557 / April 3, 2014	2903557 / September 6, 2016	PATENTED	DRYSHIELD, LLC

Title	Country	App/Patent No. / Filing Date	Patent No. / Issue Date	Status	Owner of Record
ISOLATION SYSTEM					
(INCEP-001IN) INTRAORAL DENTAL SUCTION AND ISOLATION SYSTEM	India (IN)	201617018861 / June 1, 2016	N/A	PENDING	INCEPT, INC.
(INCEP-005PCT) DENTAL MOUTHPIECE	World Intellectual Property Organization (WO)	PCT/US2020/03 2228	N/A	EXPIRED	N/A

### Trademark Registrations and Applications

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Status	Owner of Record
DRYSHIELD	Japan (JP)	1224880	07/07/2014	1224880	07/07/2014	REGISTERED	DRYSHIELD, LLC
DRYSHIELD	European Union (EU)	1224880	07/07/2014	1224880	07/07/2014	REGISTERED	DRYSHIELD, LLC
DRYSHIELD	Australia (AU)	85850116	02/14/13	1224880	07/07/2014	REGISTERED	DRYSHIELD, LLC
DRYSHIELD	World Intellectual Property Organisation (WO)	85850116	02/14/13	1224880	07/07/2014	REGISTERED	DRYSHIELD, LLC
DRYSHIELD	Brazil (BR)	907948812	9/25/2018	907948812	09/25/2018	REGISTERED	DRYSHIELD, LLC
DRYSHIELD	Argentina (AR)	3455506	11/9/2015	2832199	09/02/2016	REGISTERED	INCEPT INCORPORATED
DRYSHIELD	United States of America (US)	85850116	February 14, 2013	4,589,542	08/19/2014	REGISTERED	DRYSHIELD, LLC
DRYSHIELD	Taiwan (TW)	106063500	10/6/2017	01905454	04/01/2018	REGISTERED	DRYSHIELD, LLC

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Status	Owner of Record
DRYSHIELD	Egypt (EG)	85850116	02/14/13	1224880	07/07/2014	REGISTERED	DRYSHIELD, LLC
DRYSHIELD	China (CN)	85850116	02/14/13	1224880	07/07/2014	REGISTERED	DRYSHIELD, LLC
DRYSHIELD	Colombia (CO)	85850116	02/14/13	1224880	07/07/2014	REGISTERED	DRYSHIELD, LLC
DRYSHIELD	Norway (NO)	85850116	02/14/13	1224880	07/07/2014	REGISTERED	DRYSHIELD, LLC
DRYSHIELD	Mexico (MX)	85850116	02/14/13	1224880	07/07/2014	REGISTERED	DRYSHIELD, LLC
Miscellaneous Design (Shield)	United States of America (US)	86330205	07/07/2014	4,688,361	02/17/2015	REGISTERED	DRYSHIELD, LLC
DRYSHIELD	United States of America (US)	85850116	02/14/2013	4589542	08/19/2014	Registered	DRYSHIELD, LLC