

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOCOAT, INCORPORATED		11/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as collateral agent		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6134528	DON'T JUST COAT IT. BIOCOAT IT!	
Registration Number:	5745993	BIOCOAT INCORPORATED	
Registration Number:	6798455	BIOCOAT	
Registration Number:	2085198	HYDAK	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207545-360		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	11/01/2022		
Total Attachments: 5			
source=Project Eagles (1L) - IPSA - Trademark Security Agreement (Nov-01-22) (Executed)#page1.tif			

CH \$115.00 6134528

source=Project Eagles (1L) - IPSA - Trademark Security Agreement (Nov-01-22) (Executed)#page2.tif
source=Project Eagles (1L) - IPSA - Trademark Security Agreement (Nov-01-22) (Executed)#page3.tif
source=Project Eagles (1L) - IPSA - Trademark Security Agreement (Nov-01-22) (Executed)#page4.tif
source=Project Eagles (1L) - IPSA - Trademark Security Agreement (Nov-01-22) (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2022 (this “Agreement”), among BIOCOAT, INCORPORATED, a Delaware corporation (the “Grantor”) and BMO Harris Bank N.A., as collateral agent on behalf of itself and the other Secured Parties (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among GTCR BC Intermediate, Inc., a Delaware corporation (“Holdings”), GTCR BC Purchaser, Inc. (f/k/a Regatta Biomaterials Buyer, Inc.), a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and BMO Harris Bank N.A., as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the “Grantors” (as defined therein) from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States Trademark applications and registrations, including those listed on Schedule I attached hereto (the “Trademark Collateral”), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral is associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any Excluded Assets (including any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only 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 or any registration that may issue therefrom under applicable federal law).

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

BIOCOAT, INCORPORATED,
a Delaware corporation,
as Grantor

By: 
Name: Steven Bell
Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

**BMO HARRIS BANK N.A., as Collateral
Agent**

By: 

Name: Ketan Parikh


Title: Managing Director

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK
REEL: 007887 FRAME: 0200**

Schedule I

Trademark Registrations and Applications:

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>	<u>Owner</u>
DON'T JUST COAT IT. BIOCOAT IT!	US	88685056	11/8/2019	6134528	8/25/2020	Registered	Biocoat Incorporated
BIOCOAT INCORPORATED and Design 	US	87261675	12/8/2016	5745993	5/7/2019	Registered	Biocoat, Incorporated
BIOCOAT	US	90071254	7/24/2020	6798455	7/19/2022	Registered	Biocoat, Incorporated
HYDAK	US	74611772	12/16/1994	2085198	8/5/1997	Registered	Biocoat, Incorporated