

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIALYZE DIRECT, LLC		11/10/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 W WASHINGTON STREET, 9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97259630	DECIBEL HEALTH	
Serial Number:	97259621	DECIBEL KIDNEY CARE	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	704-331-1000		
Email:	jansnider@mvalaw.com, vangambrell@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 NORTH TRYON STREET, SUITE 4700		
Address Line 2:	ATTN: IP DEPARTMENT		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	043094-000032		
NAME OF SUBMITTER:	JAMES VAN CLEAVE GAMBRELL		
SIGNATURE:	/James Van Cleave Gambrell/		
DATE SIGNED:	11/10/2022		
Total Attachments: 5			
source=Trademark Security Agreement (Mezzanine) - Dialyze Direct_ LLC (Executed)#page1.tif			
source=Trademark Security Agreement (Mezzanine) - Dialyze Direct_ LLC (Executed)#page2.tif			
source=Trademark Security Agreement (Mezzanine) - Dialyze Direct_ LLC (Executed)#page3.tif			

OP \$65.00 97259630

source=Trademark Security Agreement (Mezzanine) - Dialyze Direct_ LLC (Executed)#page4.tif

source=Trademark Security Agreement (Mezzanine) - Dialyze Direct_ LLC (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 10, 2022 (“*Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of Alter Domus (US) LLC, 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 November 10, 2022 (as amended, modified, renewed or extended 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 security interest in all of the following property now owned or at any time hereafter 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 of 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 Excluded Assets;

(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)**, the 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 of the Trademarks or unfair competition regarding the same.

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.

DIALYZE DIRECT, LLC


By Dialyze Manager, LLC
Its: Manager

By: 
Name: Henry Kauftheil
Title: Chief Executive Officer

Address:

3297 State Route 66
Neptune, NJ 07753
Attention: Corporate Counsel
Email: ymarkovits@dialyzedirect.com

Accepted and Agreed:
ALTER DOMUS (US) LLC, not in its individual capacity
but solely in its capacity as Administrative Agent

By 

Name: Matthew Trybula
Title: Associate Counsel

Address:

Alter Domus (US) LLC
225 W Washington Street, 9th Floor
Chicago, IL 60606
Attention: Legal Department and Steve Lenard
E-mail: legal_agency@alterdomus.com and
cpcagency@alterdomus.com

TRADEMARKS

Trademark Registrations and Applications

Mark/Application	Registration No.	Serial No.	Owner	Jurisdiction
DECIBEL HEALTH		97259630	Dialyze Direct, LLC	US
DECIBEL KIDNEY CARE		97259621	Dialyze Direct, LLC	US