

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DeRoyal Industries, Inc.		11/25/2022	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	151 Major Reynolds Place		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37919		
Entity Type:	banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5802669		
Registration Number:	6726236		
Registration Number:	5833717	DEROYAL TEXTILES	
Registration Number:	6343763	IRONSIDE	
Registration Number:	5938824	PICK IT. USE IT. THROW IT AWAY.	
Registration Number:	5846802	PRUVENTOR TURNPRO	
Registration Number:	6246882	STEEP-T	
Serial Number:	97028831	DEROYAL CRITICAL ENVIRONMENTS	
Serial Number:	90478967	PROSPERA FLEX	
Serial Number:	97156548	PROSPERA PROPEL	
Serial Number:	97156546	PROSPERA SPECTRUUM	
Serial Number:	97314711	SAFEGUARD	
Serial Number:	90791935	TRACECART	
Serial Number:	88225270	TURNGRIP	
Serial Number:	97522132	PROSPERA SMART PROPEL	
Serial Number:	97518847	LUMITEC	
Serial Number:	97518882	LUMISEAL	
Serial Number:	97558441	CRYSTALLINE	
Serial Number:	97571669	SAFESTOP	

CH \$490.00 5802669

CORRESPONDENCE DATA**Fax Number:** 6157426293*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:** 615-259-6126**Email:** trademarks@bassberry.com**Correspondent Name:** Marian Moore**Address Line 1:** 150 3rd Ave. S.**Address Line 2:** Suite 2800**Address Line 4:** Nashville, TENNESSEE 37201**ATTORNEY DOCKET NUMBER:** 109490.0105**NAME OF SUBMITTER:** Marian Moore**SIGNATURE:** /Marian Moore/**DATE SIGNED:** 12/06/2022**Total Attachments: 12**

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**THIRD AMENDMENT TO
AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT**

THIS THIRD AMENDMENT TO AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT (this "Amendment"), dated as of November 25, 2022, is made and entered into by DEROYAL INDUSTRIES, INC., a Tennessee corporation (the "Grantor"), in favor of REGIONS BANK, an Alabama banking corporation ("Regions Bank"), as administrative agent for itself, the Lenders and the Issuing Bank under the Credit Agreement (in such capacity, the "Administrative Agent").

RECITALS:

1. Grantor and Administrative Agent entered into that certain Amended and Restated Trademark and Patent Security Agreement dated as of December 27, 2007 (as amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Trademark and Patent Security Agreement"; capitalized terms used by not defined herein have the same meaning as in the Trademark and Patent Security Agreement), in connection with that certain Second Amended and Restated Credit Agreement dated as of October 27, 2016 by and among Grantor, certain Guarantors, the Lenders party thereto, the Administrative Agent and the Issuing Bank (as the same heretofore may have been or hereafter may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Credit Agreement").

2. The parties hereto desire to amend the Trademark and Patent Security Agreement in certain respects, as more particularly hereinafter set forth, to, among other things, update the schedules to the Trademark and Patent Security Agreement.

3. It is a condition precedent to the obligation of Lender to make the Loans (as defined in the Credit Agreement) to Borrower under the Credit Agreement that Grantor execute this Amendment.

4. The parties hereto desire to execute and deliver this Amendment in order to induce Lender to make the Loans.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment of Schedules A and B.** Schedule A attached to this Amendment is hereby added to Schedule A of the Trademark and Patent Security Agreement. Schedule B attached to this Amendment is hereby added to Schedule B of the Trademark and Patent Security Agreement.

2. **Representations and Warranties of Grantor.** Grantor hereby agrees, represents and warrants that:

(a) This Amendment has been duly executed and delivered by a duly authorized representative of Grantor, and the Trademark and Patent Security Agreement, as modified and amended by this Amendment, constitutes a legal, valid and binding obligation of Grantor, and is enforceable against Grantor in accordance with its terms; and

(b) All of the representations and warranties of Grantor contained in the Credit Agreement and the Trademark and Patent Security Agreement are and continue to be true and correct in all material respects as of the date hereof as though made on and as of such date (except to the extent that such representations and warranties related solely to an earlier date, in which event such representations and warranties remain correct as of such date).

3. Loan Document; Continuing Effectiveness of Trademark and Patent Security Agreement.

(a) This Amendment shall be deemed to be a Loan Document for all purposes.

(b) Except to the extent amended or modified hereby, the Trademark and Patent Security Agreement and all terms, conditions and provisions thereof shall continue in full force and effect in all respects and shall be construed in accordance with the modifications of the Trademark and Patent Security Agreement effected hereby. Without limiting the generality of the foregoing, the Trademark and Patent Security Agreement and all of the Collateral described therein secure and shall continue to secure the payment of the Loans and all indebtedness and other obligations of the Grantor pursuant to the Trademark and Patent Security Agreement, in each case taking into account the modifications of the Trademark and Patent Security Agreement effected hereby.

4. Counterparts. This Amendment may be executed in multiple counterparts or copies, each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this Amendment may be executed by one or more of the parties hereto, and some different counterparts or copies executed by one or more of the other parties. Each counterpart or copy hereof executed by any party hereto shall be binding upon the party executing same even though other parties may execute one or more different counterparts or copies, and all counterparts or copies hereof so executed shall constitute but one and the same agreement. Each party hereto, by execution of one or more counterparts or copies hereof, expressly authorizes and directs any other party hereto to detach the signature pages and any corresponding acknowledgment, attestation, witness or similar pages relating thereto from any such counterpart or copy hereof executed by the authorizing party and affix same to one or more other identical counterparts or copies hereof so that upon execution of multiple counterparts or copies hereof by all parties hereto, there shall be one or more counterparts or copies hereof to which is(are) attached signature pages containing signatures of all parties hereto and any corresponding acknowledgment, attestation, witness or similar pages relating thereto.

5. Miscellaneous.

(a) This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee, without reference to the conflicts or choice of law principles thereof.

(b) The headings in this Amendment and the usage herein of defined terms are for convenience of reference only, and shall not be construed as amplifying, limiting or otherwise affecting the substantive provisions hereof.

(c) All references herein to the preamble, the recitals or sections, paragraphs, subparagraphs, annexes or exhibits are to the preamble, recitals, sections, paragraphs, subparagraphs, annexes and exhibits of or to this Amendment unless otherwise specified. The

words "hereof", "herein" and "hereunder" and words of similar import, when used in this Amendment, refer to this Amendment as a whole and not to any particular provision of this Amendment.

(d) Any reference herein to any instrument, document or agreement, by whatever terminology used, shall be deemed to include any and all amendments, modifications, supplements, extensions, renewals, substitutions and/or replacements thereof as the context may require.

(e) When used herein, (1) the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, (2) "include", "includes" and "including" shall be deemed to be followed by "without limitation" regardless of whether such words or words of like import in fact follow same, and (3) unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and".

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Signature Pages Follow]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

GRANTOR:

DEROYAL INDUSTRIES, INC.
a Tennessee corporation


By: 
Name: Brian C. DeBusk
Title: President & CEO

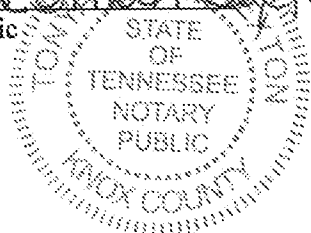
STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Brian C. DeBusk, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President + CEO of DEROYAL INDUSTRIES, INC., the within named bargainor, a corporation, and that he as such President + CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President + CEO.

WITNESS my hand, at office in Powell, TN, this 25th day of November, 2022.

My Commission Expires:
9-26-2023


Notary Public



THE ADMINISTRATIVE AGENT:

REGIONS BANK, as Administrative Agent

By: [Signature]
Name: Bryan L. Harper
Title: SVP

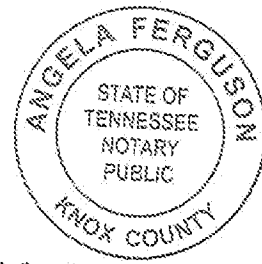
STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Bryan Harper, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the SVP of REGIONS BANK, an Alabama banking corporation, and is authorized by the bank to execute this instrument on behalf of the bank by him/herself as such SVP.

WITNESS my hand, at office in Knoxville, TN, this 28th day of Nov, 2022.

[Signature]
Notary Public

My Commission Expires:
11/2/2024



My Commission Expires Nov. 2, 2024

SCHEDULE A

Patents, Patents Pending, and Patent Applications

Title	Application No. Filing Date	Patent No. Issue Date	Status
Adjustable Cervical Collar	63/282,225 11/23/2021		
Adjustable Circumferential Length Lumbar Sacral Brace	17/460,600 8/30/2021		
Box For Eye Shields	63/083,336 9/25/2020		
Connector with Valve for Negative Pressure Wound Therapy System	17/697,108 3/17/2022		
Device For Assembling Eye Shields	17/394,592 8/5/2021		
Device For Assembling Eye Shields	63/065,762 8/14/2020		
Dispensing Box	29/808,168 9/17/2021		
Dispensing Box	29/808,172 9/17/2021		
Eye Shield	29/808,176 9/17/2021		
Eye Shield	29/808,179 9/17/2021		
Eye Shield	29/808,186 9/17/2021		
Eye Shield	29/808,188 9/17/2021		
Eye Shield Frame	29/823,484 1/18/2022		
Eye Shield Frame With Improved Fit	17/592,591 2/4/2022		
Fall Monitor Pad With Reusable Interface Connection	63/035,122 6/5/2020		
Fall Monitor System	63/342,268 5/16/2022		
Hand Mitten	29/769,861 2/8/2021		
Hand Mitten	16/130,175 9/13/2018		
Patient Eye Shield Mask	16/841,103 4/6/2020		
Patient Positioning	17/747,527		

Title	Application No. Filing Date	Patent No. Issue Date	Status
System	5/18/2022		
Remote Monitoring of Disposal Bins for Reprocessable Medical Devices	63/306,149 2/3/2022		
Respirator With Porous Plastic Filter Media	63/024,222 5/13/2020		
Respirator With Replaceable Filters	63/023,448 5/12/2020		
RFID Tracking of Decontaminated Personal Protective Equipment (PPE) for Medical Facilities	63/009,604 4/14/2020		
Sheet And Pad System For Turning And Positioning A Patient	63/276,757 11/8/2021		
Stackable Eye Shields	17/477,805 9/17/2021		
TLSO/LSO Spine Brace	17/304,256 6/17/2021		
TLSO/LSO Spine Brace	17/841,855 6/16/2022		
TLSO/LSO Spine Brace	29/842,860 6/16/2022		
Tubing Connection System for Negative Pressure Wound Thereapy	16/575/770 9/19/2019		
U-Shaped Box	29/810,399 10/5/2021		
Fall Monitor Pad Connection System	63/318,958 3/11/2022		
Error! Bookmark not defined. Surgical Sponge	15/989,586 05/25/2018	11,065,158 07/20/2021	Patented
Error! Bookmark not defined. Surgical Sponge	16/209,394 12/4/2018	11/058,589 7/13/2021	Patented
Error! Bookmark not defined. Surgical Sponge	29/649,026 05/25/2018	D882,766 04/28/2020	Patented
Error! Bookmark not defined. Surgical Sponge	29/670,304 11/15/2018	D958,974 07/02/2022	Patented
Error! Bookmark not defined. Surgical Sponge	29/727,795 3/13/2020	D890,922 7/21/2020	Patented

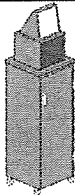

Title	Application No. Filing Date	Patent No. Issue Date	Status
Adjustable Circumferential Length Lumbar Sacral Brace	14/133,933 12/19/2013	11,129,742 09/28/2021	Patented
Canister Lid	29/653,855 06/19/2018	D856,512 08/13/2019	Patented
Connector with Valve for Negative Pressure Wound Therapy System	16/575,921 9/19/2019	11,305,050 04/19/2022	Patented
Dorsal Lumbar Extension Brace With Tensioning System	14/959,524 12/04/2015	10,716,696 7/21/2020	Patented
Inventory Management System with Statistical Learning	16/386,587 4/17/2019	11,068,844 07/20/2021	Patented
Maintaining Medical Device Chain of Custody Using Multiple Identification Encoding Technologies	15/041,484 2/11/2016	10,990,772 4/27/2021	Patented
Mold for Making Canister Lid	16/773,124 1/27/2020	10,865,017 12/15/2020	Patented
Multiple-Wound Negative Pressure Wound Therapy Using Multiple Luid Collection Volumes	16/575,614 9/19/2019	11,298,268 04/12/2022	Patented
Negative Pressure Wound Therapy Canister	29/726,783 03/05/2020	D935,033 11/02/2021	Patented
Negative Pressure Wound Therapy Canister	29/726,786 03/05/2020	D935,034 11/02/2021	Patented
Negative Pressure Wound Therapy Canister	29/726,788 03/05/2020	D935,035 11/02/2021	Patented
Patient Positioning System	17/068,091 10/12/2020	11,364,166 6/21/2022	Patented
Pre-Cut Wound Dressing	29/704,344 9/4/2019	D912,831 03/09/2021	Patented
Pre-Cut Wound Dressing	29/707,715 9/30/2019	D912,832 03/09/2021	Patented
Shoulder Support System	15/875,022 01/19/2018	11,109,995 09/07/2021	Patented
Specimen Retrieval System	16/012,914 06/20/2018	10,702,255 07/07/2020	Patented
System For Prevention Of Fraud In Accounting	15/813,208 11/15/2017	10,922,647 02/16/2021	Patented

Title	Application No. Filing Date	Patent No. Issue Date	Status
For Utilization Of Medical Items			
Adjustable Back Brace	16/180,244 11/5/2018	N/A	Pending
Attachment System for Securing Medical Devices to Support Structures	17/193,551 3/5/2021	N/A	Pending
Automated System For Medical Item Dispensing, Billing, And Inventory Management	17/313,098 5/6/2021	N/A	Pending
Canister Lid	16/008,794 06/14/2018	N/A	Pending
Eye Shields	63/089,897 10/9/2020	N/A	Pending
Identifying Healthcare Insurance Payment Arbitrage Opportunities Using A Machine Learning Network	17/195,815 3/9/2021	N/A	Pending
Inventory Management System with RFID-Tagged Bins on Shelves	17/384,060 7/23/2021	N/A	Pending
Inventory Management System with RFID-Tagged Shelving and Bins	63/055,427 7/23/2020	N/A	Pending
Maintaining Medical Device Chain of Custody Using Multiple Identification Encoding Technologies	17/212,654 3/25/2021	N/A	Pending
Multi-Lumen Bridge for Negative Pressure Wound Therapy System	16/364,902 03/26/2019	N/A	Pending
Multiple-Wound Negative Pressure Wound Therapy Using Multiple Fluid Collection Volumes	17/690,064 3/9/2022	N/A	Pending
Negative Pressure Wound Therapy Canister Connection System	17/193,996 3/5/2021	N/A	Pending

Title	Application No. Filing Date	Patent No. Issue Date	Status
Negative Pressure Wound Therapy Instillation System	17/191,424 3/3/2021	N/A	Pending
Negative Pressure Wound Therapy System	16/235,113 12/28/2018	N/A	Pending
Radiation Curable Thermistor Encapsulation	16/807,654 3/3/2020	N/A	Pending
Stackable Eye Shields With Selectively Releasable Snap-Fit Assembly	17/477,697 9/17/2021	N/A	Pending
System For Prevention Of Fraud In Accounting For Utilization Of Medical Items	17/146,770 1/12/2021	N/A	Pending
Fall Monitor Pad With Capacitive Pad Detection	63/399,778 8/22/2022	N/A	Pending
Sternal Pad Mount For Spine Brace	17/899,726 8/31/2022	N/A	Pending
Sternal Pad Mount For Spine Brace	29/853,114 9/13/2022	N/A	Pending
Sternal Pad Mount For Spine Brace	29/853,109 9/13/2022	N/A	Pending
Y-Connector for Introducing Ambient Air Into a Negative Pressure Wound Therapy System	63/359,420 7/8/2022	N/A	Pending
Fluid Waste Canister	16/418,448 5/21/2019	11,338,071 5/24/2022	Patented
Patient Eye Shield Mask	29/834,666 4/13/2022	N/A	Pending
Patient Positioning Device	29/757,680 11/9/2020	D950,067 4/26/2022	Patented
Arm Positioning Device	29/757,689 11/9/2020	D950,068 4/26/2022	Patented

SCHEDULE B

Trademarks, Trademarks Pending, and Trademark Applications

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
DEROYAL CRITICAL ENVIRONMENTS	97028831 9/15/2021	N/A	Pending
PROSPERA FLEX	90478967 1/21/2021	N/A	Pending
PROSPERA PROPEL	97156548 12/5/2021	N/A	Pending
PROSPERA SPECTRUUM	97156546 12/5/2021	N/A	Pending
SAFEGUARD	97314711 3/16/2022	N/A	Pending
TRACECART	90791935 6/24/2021	N/A	Pending
TURNGRIP	88225270 12/11/2018	N/A	Pending
	88110844 9/10/2018	5802669 7/9/2019	Registered
	90494383 1/28/2021	6726236 5/24/2022	Registered
DEROYAL TEXTILES	88272891 1/23/2019	5833717 8/13/2019	Registered
IRONSIDE	90114260 8/14/2020	6343763 5/4/2021	Registered
PICK IT. USE IT. THROW IT AWAY.	87851139 3/27/2018	5938824 12/17/2019	Registered
PRUVENTOR TURNPRO	88046154 7/20/2018	5846802 8/27/2019	Registered
STEEP-T	88684010 11/7/2019	6246882 1/12/2021	Registered
PROSPERA SMART PROPEL	97522132 7/27/2022		
LUMITEC	97518847 7/25/2022		
LUMISEAL	97518882 7/25/2022		
CRYSTALLINE	97558441		

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
	8/22/2022		
SAFESTOP	97571669 8/30/2022		

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