

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SiO2 Medical Products, Inc.		12/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Salzufer Holding Inc., as Administrative Agent		
Street Address:	3239 Henderson Blvd., 2nd Floor		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90978414	SIOPLAS	
Serial Number:	90385972	SIOPLAS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	12/07/2022		
Total Attachments: 5			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2022 (“*Second Lien Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of Salzufer Holding Inc., 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 Second Lien Security Agreement, dated as of December 7, 2022 (the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Second Lien 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 and to all of the following property now owned or at any time hereafter acquired by such Grantor or in which such 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 Grantor listed on **Schedule 1** attached hereto; provided, that no Lien or security interest is granted hereunder with respect to any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, any Grantor’s right, title or interest therein;

(b) to the extent not covered by **clause (a)**, all Proceeds of 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 arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Second Lien 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 Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Notwithstanding anything herein to the contrary, this Second Lien Trademark Security Agreement is subject to the terms and provisions of that certain Subordination and Intercreditor Agreement, dated as of December 7, 2022 (the "Subordination and Intercreditor Agreement"), by and among Oaktree Fund Administration, LLC, as administrative agent for certain lenders, the Subordinated Creditors (as defined therein), Salzufer Holding Inc., as administrative agent for the Subordinated Creditors, SiO2 Medical Products, Inc., a Delaware corporation and the other parties signatory thereto from time to time. In the event of any conflict between the provisions of this Second Lien Trademark Security Agreement and the Subordination and Intercreditor Agreement, the terms of the Subordination and Intercreditor Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Second Lien Trademark Security Agreement.

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Second Lien Trademark Security Agreement may be executed by one or more of the parties to this Second Lien 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 Second Lien 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.

SIO2 MEDICAL PRODUCTS, INC.

By: 

Name: Yves Steffen

Title: Chief Executive Officer

Address: 2250 Riley Street
Auburn, AL 36832

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007911 FRAME: 0539

Accepted and Agreed:

SALZUFER HOLDING INC., as the Administrative Agent

By 

Name: WOLFGANG ESSELER

Title: ~~President~~

By 

Name: Tolga Ereno

Title: Director

Address:

Salzufer Holding Inc.

3239 Henderson Blvd., 2nd Floor

Tampa, FL 33609

Attention: Stephan Sperber

Phone: +49 891894590

Email: sps@athos-kg.de

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007911 FRAME: 0540

TRADEMARKS

Trademark Registrations and Applications

<u>Owner</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Trademark</u>
SiO2 Medical Products, Inc.	USA	Pending	90978414	12/16/2020	SIOPLAS
SiO2 Medical Products, Inc.	USA	Pending	90385972	12/16/2020	SIOPLAS