

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TELEFLEX INCORPORATED		12/20/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97421822	ORTHOTAPE	
Serial Number:	90114430	ISO-GARD	
Serial Number:	88955038	POLARIS	
Serial Number:	88885877	EMERALD	
Serial Number:	88235393	GENTLE-LOCK	
Serial Number:	88138464	IDEA MEDTEC	
Serial Number:	88138433	EPIC MEDTEC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	c/o Latham & Watkins 330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0087 HP		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		

CH \$190.00 97421822

DATE SIGNED:	12/20/2022
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Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Grant”) is made effective as of December 20, 2022, by and from TELEFLEX INCORPORATED, a Delaware corporation (the “Company”), TELEFLEX MEDICAL INCORPORATED, a Delaware corporation (“Teleflex Medical”), and STANDARD BARIATRICS, INC., a Delaware corporation (“Standard Bariatrics” and, together with the Company and Teleflex Medical, the “Grantors” and each a “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, the Company, the other Loan Parties, the Lenders, and the Grantee have entered into that certain Third Amended and Restated Credit Agreement, dated as of November 4, 2022 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, certain Subsidiaries of the Company have guaranteed the repayment of the Obligations pursuant to the Credit Agreement;

WHEREAS, the Company and certain of its Subsidiaries, including the Grantors, have entered into that certain Second Amended and Restated Security Agreement, dated as of November 4, 2022 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, the Grantors own certain Trademarks which are applied for or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement, or if not defined therein, in the Security Agreement.

2) The Security Interest.

(a) This Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the satisfaction of the Final Release Conditions (as defined in the Subsidiary Guaranty), this Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantors. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantors all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Grant.

(b) Each Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest, whether now owned or hereafter acquired, in and to all (i) United States Trademarks, including the foregoing listed on Exhibit A; (ii) all renewals of the foregoing; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments

for past, present, and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world.

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Grant shall not extend to Excluded Assets.


3) Grants, Rights, Remedies. This Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Grant may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Grant.

IN WITNESS WHEREOF, the Grantors have executed this Grant effective as of the date first written above.

TELEFLEX INCORPORATED
TELEFLEX MEDICAL INCORPORATED
STANDARD BARIATRICS, INC.,
each as Grantor

By: 
Name: Matthew Howald
Title: Vice President and Treasurer

Signature Page for
Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 007931 FRAME: 0303

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

A handwritten signature in black ink, appearing to read "David Hyman". The signature is written in a cursive style with a large initial "D".

By: _____
Name: David Hyman
Title: Executive Director

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks

Title	Serial No.	Registration No.	Owner
STANDARD BOUGIE	88877997	6381711	Standard Bariatrics, Inc.
STANDARD TROCAR	88878000	6616073	Standard Bariatrics, Inc.
TITAN SGS	88114340	6540186	Standard Bariatrics, Inc.
S (Design)	88067201	6540173	Standard Bariatrics, Inc.
STANDARD SLEEVE	87890623	5909173	Standard Bariatrics, Inc.
STANDARD BARIATRICS	87890602	6608693	Standard Bariatrics, Inc.
STANDARD CLAMP	87530403	5500884	Standard Bariatrics, Inc.
S (Design)	86983006	5302475	Standard Bariatrics, Inc.
STANDARD BARIATRICS	86983843	5481614	Standard Bariatrics, Inc.
ORTHOTAPE	97421822		Teleflex Incorporated
VAXINATOR	90723359		Teleflex Medical Incorporated
ISO-GARD	90114430	6332664	Teleflex Incorporated
POLARIS	88955038	6317289	Teleflex Incorporated
MADOMIZER	76337631	2582286	Teleflex Medical Incorporated
MAD	77688890	3688994	Teleflex Medical Incorporated
MADGIC	76337630	2582285	Teleflex Medical Incorporated
MADDY	76337632	2582287	Teleflex Medical Incorporated
EMERALD	88885877	6194498	Teleflex Incorporated
GENTLE-LOCK	88235393	5928479	Teleflex Incorporated
IDEA MEDTEC	88138464	5933534	Teleflex Incorporated
EPIC MEDTEC	88138433	5933533	Teleflex Incorporated