

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cirtec Medical Corp.		01/30/2023	Corporation: DELAWARE
Metrigraphics, LLC		01/30/2023	Limited Liability Company: DELAWARE
Q Medical, LLC		01/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	320 S Canal Street, 14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5010982	ALGOSTIM, LLC	
Registration Number:	6040462	CIRTEC MEDICAL	
Registration Number:	6040460	CIRTEC MEDICAL	
Registration Number:	5301638	FLEXIBLE TECHNOLOGIES FOR LIFE	
Registration Number:	1102346	METRIGRAPHICS	
Registration Number:	5027711	NUVECTRA	
Registration Number:	4463658	Q QURE · MEDICAL	
Registration Number:	4374949	QUADRA	
Registration Number:	4389491	QUADRA	
Registration Number:	4463659	QURE MEDICAL	
Registration Number:	6335309	SOLACE	
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:	415-591-1000		

CH \$290.00 5010982

Email: TrademarksSF@winston.com
Correspondent Name: Becky Troutman
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Becky Troutman (ker)

SIGNATURE: /Becky Troutman/

DATE SIGNED: 01/30/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 30, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of BMO Harris Bank N.A. ("BMO"), as collateral agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "Collateral Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, CPC/Cirtec Holding, Inc., a Delaware corporation (the "Borrower"), C Medical MidCo LLC, a Delaware limited liability company ("Holdings"), BMO, as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto and the other parties party thereto have entered into that certain Credit Agreement dated as of January 30, 2023 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into that certain Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to incur Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"): the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Collateral) and the goodwill associated therewith. Notwithstanding anything herein to the contrary, the Collateral consisting of Trademarks shall not include, and in no event shall the security interest attach to, any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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, or void, such intent-to-use Trademark application or any registration issuing therefrom under applicable law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such

Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CIRTEC MEDICAL CORP.,
METRIGRAPHICS, LLC
as Initial Grantors

By: 

Name: Laura Murphy

Title: Chief Financial Officer

Q MEDICAL, LLC,
as Initial Grantors

By: _____

Name: Mauricio Arellano

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007955 FRAME: 0430

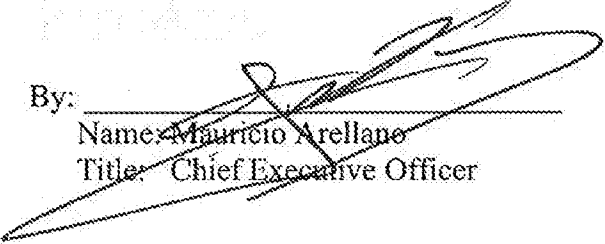
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CIRTEC MEDICAL CORP.,
METRIGRAPHICS, LLC,
as Initial Grantors

By: _____
Name: Laura Murphy
Title: Chief Financial Officer

Q MEDICAL, LLC,
as Initial Grantor

By: _____
Name: ~~Mauricio Arellano~~
Title: Chief Executive Officer






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

By: 
Name: Dan Weeks
Title: Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status
CIRTEC MEDICAL CORP.	ALGOSTIM, LLC	USA	86674276 25-JUN-2015	5010982 02-AUG-2016	Registered
CIRTEC MEDICAL CORP.	CIRTEC MEDICAL	USA	88400640 24-APR-2019	6040462 28-APR-2020	Registered
CIRTEC MEDICAL CORP.	CIRTEC MEDICAL and design 	USA	88400616 24-APR-2019	6040460 28-APR-2020	Registered
Q MEDICAL, LLC	FLEXIBLE TECHNOLOGIES FOR LIFE	USA	87425285 25-APR-2017	5301638 03-OCT-2017	Registered
METRIGRAPHICS, LLC	METRIGRAPHICS	USA	73155046 12-JAN-1978	1102346 12-SEP-1978	Registered
CIRTEC MEDICAL CORP.	NUVECTRA	USA	86438305 29-OCT-2014	5027711 23-AUG-2016	Registered
Q MEDICAL, LLC	Q QURE MEDICAL and design 	USA	85713034 26-AUG-2012	4463658 07-JAN-2014	Registered
Q MEDICAL, LLC	QUADRA	USA	85713049 26-AUG-2012	4374949 30-JUL-2013	Registered
Q MEDICAL, LLC	QUADRA in stylized letters 	USA	85713046 26-AUG-2012	4389491 20-AUG-2013	Registered
Q MEDICAL, LLC	QURE MEDICAL	USA	85713053 26-AUG-2012	4463659 07-JAN-2014	Registered
CIRTEC MEDICAL CORP.	SOLACE	USA	87388346 28-MAR-2017	6335309 27-APR-2021	Registered