

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioDerm, Inc.		01/31/2023	Corporation: FLORIDA
Argentum Medical, LLC		01/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC, as Agent		
Street Address:	115 S. Union Street, Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5489302	BIODERM	
Registration Number:	2012135	BIODERM	
Registration Number:	5129122	BIODERM	
Registration Number:	6033093	FREEDERM	
Registration Number:	5128749	CATHGRIP	
Registration Number:	6431489	PERFORMANCE. POWER. SPEED.	
Registration Number:	6414721	CURA SURGICAL	
Registration Number:	6414720	CURA SURGICAL	
Registration Number:	6407064	SILVERLON	
Registration Number:	6407063	SILVERLON	
Registration Number:	6400191	ARGENTUM MEDICAL	
Registration Number:	6400190	A ARGENTUM MEDICAL	
Registration Number:	4999508	SILVERTRAK	
Registration Number:	3706976	EASYAG	
Registration Number:	3163600	LIFESAVER AG	
Registration Number:	3752720	SAFE, STRONG, SIMPLE	
Registration Number:	3661486	THERABOND	
Registration Number:	2488516	ARGENTUM	

OP \$490.00 5489302

Property Type	Number	Word Mark
Registration Number:	2333682	SILVERLON

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7156.109
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	03/15/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of January, 2023, by and among **BIODERM, INC.**, a Florida corporation ("BioDerm"), **ARGENTUM MEDICAL, LLC**, a Delaware limited liability company ("Argentum"), and together with BioDerm, each a "Grantor" and collectively, the "Grantors"), and **OXFORD FINANCE LLC**, a Delaware limited liability company, in its capacity as agent for the lenders party thereto (in such capacity, together with its successors and assigns, "**Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit, Guaranty and Security Agreement dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among BioDerm, **BIODERM HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), **ABUNDANCE MERGER SUB, LLC**, a Delaware limited liability company ("Merger Sub"), **SCP WOUND CARE, LLC**, a Delaware limited liability company ("SCP"; and, BioDerm, Merger Sub, SCP (upon, from and after the consummation of the Closing Date Acquisition as the successor entity pursuant to the Closing Date Assumption), and such other Persons joined thereto as a borrower from time to time and each of their permitted successors and assigns, each individually a "Borrower" and collectively, the "Borrowers"), each Guarantor from time to time party thereto, each Lender from time to time party thereto and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby unconditionally grant, assign, and pledge to Agent, for the benefit of each Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantors' rights, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of their Trademarks (other than any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of (or result in the abandonment

of) such intent-to-use trademark applications under applicable federal law) and Intellectual Property licenses to which either is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Uniform Commercial Code) of the foregoing, including any claim by such Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, to Agent, or any Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, WAIVER OF JURY TRIAL, SERVICE OF PROCESS AND CONSEQUENTIAL DAMAGES. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, WAIVER OF JURY TRIAL, SERVICE OF PROCESS AND CONSEQUENTIAL DAMAGES SET FORTH IN SECTIONS 14.6 AND 14.8 OF THE CREDIT

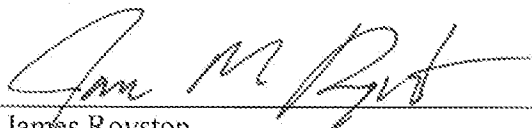
AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

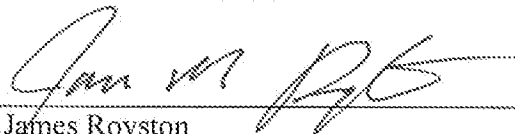
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BIODERM, INC.

By: 
Name: James Royston
Title: Vice President

ARGENTUM MEDICAL, LLC

By: 
Name: James Royston
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

OXFORD FINANCE LLC, as Agent

By: _____
Name: Colette H. Featherly
Title: Senior Vice President



SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor/Owner/Applicant	Name	Serial No.	Registration No.	Registration Date
BioDerm, Inc.	BIODERM	87237096	5489302	6/12/2018
BioDerm, Inc.	BioDerm (Logo)	74124314	2012135	October 29, 1996
BioDerm, Inc.	BioDerm (Word Mark)	87094817	5129122	January 24, 2017
BioDerm, Inc.	FreeDerm (Word Mark)	88619384	6033093	April 14, 2020
BioDerm, Inc.	CathGrip (Word Mark)	87077049	5128749	January 24, 2017
Argentum Medical, LLC	PERFORMANCE. POWER. SPEED.	90028366	6431489	7/27/2021
Argentum Medical, LLC	CURA SURGICAL	90028466	6414721	7/13/2021
Argentum Medical, LLC	CURA SURGICAL	90028452	6414720	7/13/2021
Argentum Medical, LLC	SILVERLON	90028306	6407064	7/6/2021
Argentum Medical, LLC	SILVERLON	90028295	6407063	7/6/2021
Argentum Medical, LLC	ARGENTUM MEDICAL	90028418	6400191	6/29/2021
Argentum Medical, LLC	A ARGENTUM MEDICAL	90028397	6400190	6/29/2021
Argentum Medical, LLC	SILVERTRAK	86595306	4999508	7/12/2016
Argentum Medical, LLC	EASYAG	78644482	3706976	11/3/2009
Argentum Medical, LLC	LIFESAVER AG	78454955	3163600	10/24/2006
Argentum Medical, LLC	SAFE, STRONG, SIMPLE	77279957	3752720	2/23/2010
Argentum Medical, LLC	THERABOND	77284362	3661486	7/28/2009
Argentum Medical, LLC	ARGENTUM	75703720	2488516	9/11/2001
Argentum Medical, LLC	SILVERLON	75404354	2333682	03/21/2000