

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capsa Solutions LLC		03/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CSHC Debtco, LLC		
Street Address:	335 North Maple Drive, Suite 130		
Internal Address:	c/o Levine Leichtman Capital Partners, Inc.		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3016873	AVALO	
Registration Number:	1330748	ARTROMICK	
Registration Number:	1235267	ARTROMICK	
Registration Number:	1618757	ARTROPAK	
Registration Number:	1826378	SLIDEPAK 7	
Registration Number:	2747403	ERGO-SMART	
Registration Number:	4026515	CAPSASOLUTIONS	
Registration Number:	4026516	C	
Registration Number:	3215682	KIRBY LESTER	
Registration Number:	4654968	FILLSAFE	
Registration Number:	3213325	KL	
Registration Number:	3215683	KIRBYLESTER	
Registration Number:	3244434	KIRBYLESTER EXACTLY.	
Serial Number:	87350494	CAPSA HEALTHCARE	
Serial Number:	87350493	CAPSA HEALTHCARE	
Serial Number:	87350499	CAPSA HEALTHCARE CCCCC	
Serial Number:	87350497	FIRST DOSE	
Serial Number:	87523189	C C C C C	

CH \$515.00 3016873

Property Type	Number	Word Mark
Serial Number:	87523192	CAPSA
Serial Number:	87541460	NEXSYSADC

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60642

ATTORNEY DOCKET NUMBER:	45172-1
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	03/17/2023

Total Attachments: 9

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EXECUTION VERSION

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, AND THE LIEN AND SECURITY INTEREST EVIDENCED HEREBY, SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (THE "INTERCREDITOR AGREEMENT"), DATED AS OF SEPTEMBER 8, 2017, BY AND AMONG MIDCAP FINANCIAL TRUST IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS PERMITTED SUCCESSORS AND PERMITTED ASSIGNS FROM TIME TO TIME, AND CSHC DEBTCO, LLC, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE JUNIOR LOAN DOCUMENTS (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST SECURING THE JUNIOR LOAN DOCUMENTS, THE INDEBTEDNESS EVIDENCED THEREBY, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER THEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2023 (this "Agreement"), is made by CAPSA SOLUTIONS LLC, a Delaware limited liability company (the "Grantor"), in favor of CSHC DEBTCO, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Creditors (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of September 8, 2017 (as the same may be amended, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the Guarantors from time to time party thereto, the Agent and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Second Lien Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement and/or the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Creditors, and grants to Agent for the benefit of the Secured Creditors a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

1. all of its Trademarks (other than any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any

other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. This Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment in full in cash and performance of the Obligations (other than any outstanding contingent indemnification obligations as to which no claim has been asserted) and cash collateralization of Letters of Credit in accordance with the terms set forth in the Security Agreement and the Credit Agreement. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

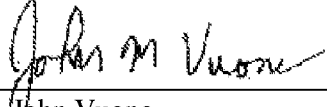
Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


GRANTOR:

CAPSA SOLUTIONS LLC,
a Delaware limited liability company

By: 
Name: John Vuono
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CSHC DEBTCO, LLC
as Agent

By: 
Name: David Wolmer
Title: President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
United States Trademark Registrations


Status	Country	Application Number	Application Date	Registration Number	Registration Date	MarkName
Registered	United States	76/583,837	03/26/2004	3,016,873	11/22/2005	AVALO
Registered	United States	73/393,230	09/29/1982	1,330,748	04/16/1985	ARTROMICK (AND DESIGN)
Registered	United States	73/378,110	08/04/1982	1,235,267	04/19/1983	ARTROMICK (AND DESIGN)
Registered	United States	74/017,496	01/09/1990	1,618,757	10/23/1990	ARTROPACK
Registered	United States	74/378,654	04/14/1993	1,826,378	03/15/1994	SLIDEPACK 7
Registered	United States	78/170,265	10/02/2002	2,747,403	08/05/2003	ERGO-SMART
Registered	United States	77/655,721	01/23/2009	4,026,515	09/13/2011	CAPSASOLUTIONS
Registered	United States	77/655,722	01/23/2009	4,026,516	09/13/2011	C Design
Registered	United States	78/879,940	05/09/2006	3,215,682	03/06/2007	KIRBY LESTER
Filed	United States	87/350,494	02/27/2017			CAPSA HEALTHCARE
Filed	United States	87/350,493	02/27/2017			CAPSA HEALTHCARE (and design)
Filed	United States	87/350,499	02/27/2017			CAPSA HEALTHCARE (and design)

Status	Country	Application Number	Application Date	Registration Number	Registration Date	MarkName
						design)
Filed	United States	87/350,497	02/27/2017			FIRST DOSE
Registered	United States	85/908,293	04/18/2013	4,654,968	12/16/2014	FILLSAFE
Registered	United States	78/879,928	05/09/2006	3,213,325	02/27/2007	KL
Registered	United States	78/879,946	05/09/2006	3,215,683	03/06/2007	KIRBYLESTER
Registered	United States	78/882,789	05/12/2006	3,244,434	05/22/2007	KIRBYLESTER EXACTLY. (and design)
Pending Intent-to-Use	United States	87/523,189	07/11/2017			C Design
Pending Intent-to-Use	United States	87/523,192	07/11/2017			CAPSA
Pending Intent-to-Use	United States	87/541,460	07/25/2017			NEXSYSADC
Registered	U.S State Reg - LA			685205	05/16/2017	CAPSA HEALTHCARE

Canadian Trademark Registrations

Status	Country	Application Number	Application Date	Registration Number	Registration Date	Trademark
Formalized	Canada	2121073	7/14/2021			TRIO COMPUTING WORKSTATION

(Pending)									
Formalized (Pending)	Canada	2121071	7/14/2021						TRIO & DESIGN 
Registered	Canada	1854350	8/24/2017	TMA1069304	1/13/2020				CAPSA HEALTHCARE
Registered	Canada	1854351	8/24/2017	TMA1075792	3/24/2020				CAPSA HEALTHCARE & DESIGN 
Registered	Canada	1854352	8/24/2017	TMA1069296	1/13/2020				CAPSA HEALTHCARE C DESIGN
Registered	Canada	1442587	6/23/2009	TMA822129	4/13/2012				CapsaSolutions 
Registered	Canada	1442590	6/23/2009	TMA822130	4/13/2012				Block letter C's Design 
Registered	Canada	1323247	11/7/2006	TMA708614	2/29/2008				KIRBYLESTER EXACTLY. & Design 
Registered	Canada	1323248	11/7/2006	TMA701287	11/21/2007				KL
Registered	Canada	1323249	11/7/2006	TMA708382	2/27/2008				Kirby Lester
Registered	Canada	1323250	11/7/2006	TMA700458	11/7/2007				KIRBYLESTER

Registered	Canada	491789	9/7/1982	TMA278932	4/22/1983	ARTROMICK & DESIGN 
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RECORDED: 03/17/2023