

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799607

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shippert Enterprises, LLC		03/31/2023	Limited Liability Company: DELAWARE
Summit Medical, LLC		03/31/2023	Limited Liability Company: MINNESOTA
Eagle Labs, LLC		03/31/2023	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	BALANCE POINT CAPITAL PARTNERS V, L.P., as Agent
Street Address:	285 Riverside Avenue
Internal Address:	Suite 200
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	90455333	EAGLE LABS
Serial Number:	90455319	EAGLE LABS
Serial Number:	90548756	INNOVIA MEDICAL
Serial Number:	90548750	INNOVIA MEDICAL
Serial Number:	90548761	
Serial Number:	90466165	INNOVIA MEDICAL
Serial Number:	90466155	INNOVIA MEDICAL
Serial Number:	90466179	
Serial Number:	87274247	HERRICK LACRIMAL PLUGS
Serial Number:	85717324	INSTRUSAFE
Serial Number:	85717317	INSTRU-ZYME
Serial Number:	85717328	HOLD-ITS
Serial Number:	86006880	ROUNDERS
Serial Number:	88487174	COMFORTTIP

CH \$840.00 90455333

Property Type	Number	Word Mark
Serial Number:	85908805	AQUAVAGE
Serial Number:	88736189	ACCUFLO
Serial Number:	86253968	POINT GUARDS
Serial Number:	86557418	
Serial Number:	87047366	LACRIMEDICS
Serial Number:	73492232	THE DENVER SPLINT
Serial Number:	74186707	EXPANDACELL
Serial Number:	76458757	BIPLANE
Serial Number:	74359838	HOTSY
Serial Number:	78809011	VISIPLUG
Serial Number:	76458726	FREEGLIDE
Serial Number:	74511977	SPEEDI-PEDI
Serial Number:	74511985	SPEEDI-WICK
Serial Number:	73629458	RHINO ROCKET
Serial Number:	78640476	TISSU-TRANS
Serial Number:	78640484	M.V.P.LUG
Serial Number:	74544358	SPEEDI-PAK
Serial Number:	75007920	VENTI-PAK
Serial Number:	77931524	TISSU-TRANS FILTRON

CORRESPONDENCE DATA

Fax Number:

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: 212.940.6562

Email: joanne.arnold@katten.com

Correspondent Name: Joanne BL Arnold

Address Line 1: Katten

Address Line 2: 50 Rockefeller Plaza

Address Line 4: New York, NEW YORK 10020-1605

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL: Arnold/
DATE SIGNED:	03/31/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Trademark Security Agreement, dated as of March 31, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Balance Point Capital Partners V, L.P., as Agent on behalf of the Lenders party to the Credit Agreement (as hereafter defined) (the “Grantee”).

WHEREAS, Grantors own the Trademarks as specified on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Subordinated Credit Agreement, dated as of March 31, 2023 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”), among SCP Medical Products, LLC, a Delaware limited liability company (the “Borrower”), the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”), and Balance Point Capital Partners V, L.P., as agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of March 31, 2023 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”), among Grantors, the other grantors party thereto and Agent, Grantors have granted to Agent, for the ratable benefit of Lenders, a security interest in all of its Collateral (as defined in the Collateral Agreement), including all right, title and interest of Grantors in, to and under the Trademark Collateral (as defined below), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant to Agent, for the ratable benefit of Lenders, a security interest in all of Grantors’ right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantors, including, without limitation, each Trademark registration and application referred to on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantors against third parties for (a) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantors, including, without limitation, any Trademark referred to on Schedule 1 hereto, or (b) injury to the goodwill associated with any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

Grantors hereby irrevocably constitute and appoint Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantors, from time to time, in Agent's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantors might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantors agree not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Agent pursuant to the Collateral Agreement. Grantors hereby further 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

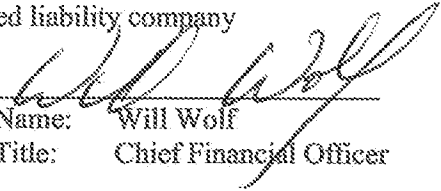
This Trademark Security Agreement shall be governed by the laws of the State of New York.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

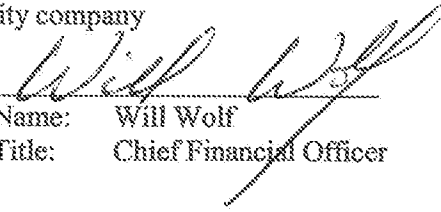
[signature page follows]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SHIPPERT ENTERPRISES, LLC, a Delaware limited liability company

By: 
Name: Will Wolf
Title: Chief Financial Officer

SUMMIT MEDICAL, LLC, a Minnesota limited liability company

By: 
Name: Will Wolf
Title: Chief Financial Officer

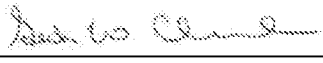
EAGLE LABS, LLC, a California limited liability company

By: 
Name: Will Wolf
Title: Chief Financial Officer






[Signature Page to Trademark Security Agreement]





ACKNOWLEDGED:

**BALANCE POINT CAPITAL
PARTNERS V, L.P., as Agent**

By: 
Name: Seth W. Alvord
Title: Managing Partner

SCHEDULE 1
to
Trademark Security Agreement

Trademark	Status	App. No./ Reg. No.	Application Date	Registration Date	Owner
EAGLE LABS and Design 	Registered	RN: 6740873 SN: 90455333	January 8, 2021	May 24, 2022	Eagle Labs, LLC (California Limited Liability Company)
EAGLE LABS	Registered	RN: 6740872 SN: 90455319	January 8, 2021	May 24, 2022	Eagle Labs, LLC (California Limited Liability Company)
INNOVIA MEDICAL and Design 	Pending Applicatio n,	SN: 90548756	February 26, 2021		Summit Medical, LLC (Minnesota Limited Liability Company)
INNOVIA MEDICAL	Pending Applicatio n,	SN: 90548750	February 26, 2021		Summit Medical, LLC (Minnesota Limited Liability Company)
Design Only 	Pending Applicatio n	SN: 90548761	February 26, 2021		Summit Medical, LLC (Minnesota Limited Liability Company)
INNOVIA MEDICAL and Design 	Pending Applicatio n	SN: 90466165	January 14, 2021		Summit Medical, LLC (Minnesota Limited Liability Company)
INNOVIA MEDICAL	Pending Applicatio n	SN: 90466155	January 14, 2021		Summit Medical, LLC (Minnesota Limited Liability Company)
Design Only 	Pending Applicatio n	SN: 90466179	January 14, 2021		Summit Medical, LLC (Minnesota Limited Liability Company)
HERRICK LACRIMAL PLUGS	Registered,	RN: 5399274 SN: 87274247	December 20, 2016	February 13, 2018	Summit Medical, LLC (Minnesota Limited Liability Company)
INSTRUSAFE	Registered,	RN: 4309161 SN: 85717324	August 30, 2012	March 26, 2013	Summit Medical, LLC (Minnesota)
INSTRU- ZYME	Registered	RN: 4305348 SN: 85717317	August 30, 2012	March 19, 2013	Summit Medical, LLC (Minnesota)
HOLD-ITS	Registered	RN: 4305349 SN: 85717328	August 30, 2012	March 19, 2013	Summit Medical, LLC (Minnesota)
ROUNDERS	Registered	RN: 4668307 SN: 86006880	July 10, 2013	January 6, 2015	Summit Medical, LLC (Minnesota)

COMFORTTIP	Registered	RN: 6125918 SN: 88487174	June 24, 2019	August 11, 2020	Summit Medical, LLC (Minnesota Limited Liability Company)
AQUAVAGE and Design 	Registered	RN: 4465176 SN: 85908805	April 18, 2013	January 14, 2014	Summit Medical, LLC (Minnesota Limited Liability Company)
ACCUFLO	Registered	RN: 6247124 SN: 88736189	December 20, 2019	January 12, 2021	Summit Medical, LLC (Minnesota Limited Liability Company)
POINT GUARDS	Registered	RN: 4882281 SN: 86253968	April 16, 2014	January 5, 2016	Summit Medical, LLC (Minnesota)
Design Only 	Registered	RN: 4942712 SN: 86557418	March 9, 2015	April 19, 2016	Summit Medical, LLC (Minnesota Limited Liability Company)
LACRIMEDIC S	Registered	RN: 5114376 SN: 87047366	May 23, 2016	January 3, 2017	Summit Medical, LLC (Minnesota Limited Liability Company)
THE DENVER SPLINT	Registered	RN: 1392241 SN: 73492232	July 30, 1984	May 6, 1986	Summit Medical, Inc. (Minnesota) Santa Barbara Medco, Inc. (Minnesota)
VISIPLUG	Registered	RN: 3503049 SN: 78809011	February 7, 2006	September 16, 2008	Summit Medical, LLC (Minnesota Limited Liability Company)
INNOVIA MEDICAL 	Internation al Registered	RN: 1623498		June 17, 2021	Summit Medical, LLC
innovia medical and Design 	Internation al Registered	RN: 1622288		June 17, 2021	Summit Medical, LLC
EXPANDACE LL	Registered	RN: 1794213 SN: 74186707	July 19, 1991	September 21, 1993	Shippert Enterprises, LLC (Delaware Limited Liability Company)
BIPLANE	Registered	RN: 2848794 SN: 76458757	October 17, 2002	June 1, 2004	Shippert Enterprises, LLC (Delaware Limited Liability Company)
HOTSY	Registered	RN: 1843570 SN: 74359838	February 17, 1993	July 5, 1994	Shippert Enterprises, LLC (Delaware Limited Liability Company)

FREEGLIDE	Registered	RN: 2882539 SN: 76458726	October 17, 2002	September 7, 2004	Shippert Enterprises, LLC (Delaware Limited Liability Company)
SPEEDI-PEDI	Registered	RN: 1951886 SN: 74511977	April 13, 1994	January 23, 1996	Shippert Enterprises, LLC (Delaware Limited Liability Company)
SPEEDI-WICK	Registered	RN: 1951887 SN: 74511985	April 13, 1994	January 23, 1996	Shippert Enterprises, LLC (Delaware Limited Liability Company)
RHINO ROCKET	Registered	RN: 1441132 SN: 73629458	November 10, 1986	June 2, 1987	Shippert Enterprises, LLC (Delaware Limited Liability Company)
TISSU-TRANS	Registered	RN: 3160819 SN: 78640476	May 31, 2005	October 17, 2006	Shippert Enterprises, LLC (Delaware Limited Liability Company)
M.V.P.LUG	Registered	RN: 3178462 SN: 78640484	May 31, 2005	November 28, 2006	Shippert Enterprises, LLC (Delaware Limited Liability Company)
SPEEDI-PAK	Registered	RN: 2035954 SN: 74544358	June 28, 1994	February 4, 1997	Shippert Enterprises, LLC (Delaware Limited Liability Company)
VENTI-PAK	Registered	RN: 2124192 SN: 75007920	October 19, 1995	December 23, 1997	Shippert Enterprises, LLC (Delaware Limited Liability Company)
TISSU-TRANS FILTRON	Registered	RN: 3896360 SN: 77931524	February 9, 2010	December 28, 2010	Shippert Enterprises, LLC (Delaware Limited Liability Company)