

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stealth Operator, LLC		03/24/2023	Limited Liability Company: DELAWARE
Tacmed Solutions, LLC		03/24/2023	Limited Liability Company: SOUTH CAROLINA
Tacmed Simulation, Inc.		03/24/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	TM Strategic Capital Debtco, LLC		
Street Address:	450 S. Orange Avenue, Suite 1400		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	97253583	TACMED SOLUTIONS	
Serial Number:	90733327	SOF TOURNIQUET	
Registration Number:	5056569	TRUE MULTI-FIT HOLSTER	
Registration Number:	5090817	STEALTH OPERATOR	
Registration Number:	5104077	FRAME-LOCK SECURE FIT TECHNOLOGY	
Registration Number:	5175146	TRAUMAF/X	
Registration Number:	5344178	RESCUE CRAFT	
Registration Number:	5400196	R-AID	
Registration Number:	5443231	RESCUE CRAFT	
Registration Number:	4343390	DKX	
Registration Number:	5748558	RC	
Registration Number:	6107182	TRAMEDIC	
Registration Number:	6107180	TRAMEDIKIT	
Registration Number:	6383431	TRAMEDIC	
Registration Number:	4921989	TRAMEDIC	
Registration Number:	6583622	TACTICAL MEDICAL SOLUTIONS	

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Property Type	Number	Word Mark
Registration Number:	6581320	TRAMEDIC
Registration Number:	6583248	TRAMEDIC
Registration Number:	4918005	TRAMEDICUBE
Registration Number:	3422628	
Registration Number:	3619411	SOF
Registration Number:	3551127	HELIOS
Registration Number:	3603222	OLAES
Registration Number:	3732145	BLAST
Registration Number:	3794250	PHANTOM
Registration Number:	4060136	FOXTROT
Registration Number:	4069430	TACTICAL MEDICAL SOLUTIONS
Registration Number:	3919352	MULTIPLE AMPUTATION TRAUMA TRAINER (MATT

CORRESPONDENCE DATA

Fax Number: 7344184213

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: 7344184212

Email: trademark@honigman.com

Correspondent Name: Angela Alvarez Sujek

Address Line 1: 39400 Woodward Avenue, Suite 101

Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	225828-522249
NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/angela alvarez sujek/
DATE SIGNED:	04/17/2023

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of this 24th day of March, 2023, by each of the undersigned (each, a “**Grantor**” and, collectively, “**Grantors**”), in favor of TM STRATEGIC CAPITAL DEBTCO, LLC, in its capacity as Collateral Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantors, together with TacMed Buyer, LLC (“**MidCo**”), TacMed Holdings, LLC, GTM Intermediate Holdings, Inc., GTM Phalanx Holdings, Inc., Tacmed Medical Solutions, LLC and each other Person that from time to time becomes a Guarantor (as defined in the Note Purchase Agreement) thereunder pursuant to the terms thereof, the Persons party thereto identified as Purchasers from time to time, and Grantee have entered into that certain Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), pursuant to which Grantee and Purchasers have agreed, subject to the terms and conditions thereof, to purchase certain senior secured notes from Midco.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantors and the other Note Parties party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantors have granted to Grantee, for its benefit and the benefit of the Secured Parties, a security interest and lien upon substantially all assets of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), and all products and proceeds thereof, to secure the payment of all amounts owing by MidCo under the Note Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Guarantee and Collateral Agreement Controls. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein shall have the meanings given to them in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations (as defined in the Guarantee and Collateral Agreement), each Grantor hereby grants to Grantee, for its benefit and the benefit of the Secured Parties, a continuing security interest in such Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

3. Security For Secured Obligations. This Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors to Grantee or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantors.

4. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

5. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

6. Authorization To Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Such Grantor shall give notice in writing to Grantee as required by the Guarantee and Collateral Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 6, each Grantor hereby authorizes Grantee to unilaterally amend Schedule A to include future United States registered trademarks or trademark applications of such Grantor. Notwithstanding the foregoing, no failure to amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Counterparts. This 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 together constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Grantors have duly executed this Agreement as of the date first written above.

GRANTORS:

TACMED SOLUTIONS, LLC

By: William Wennberg
Name: William Wennberg
Title: Chief Executive Officer, President and Treasurer

TACMED SIMULATION, INC.


By: William Wennberg
Name: William Wennberg
Title: Chief Executive Officer, President and Treasurer

STEALTH OPERATOR, LLC

By: William Wennberg
Name: William Wennberg
Title: Chief Executive Officer, President and Treasurer

Agreed and accepted as of the date first written above:

TM STRATEGIC CAPITAL DEBTCO, LLC,
as Collateral Agent

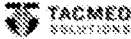
By:  _____



Name: David I. Wolmer

Title: Vice President, Asst. Treasurer, Secretary

Schedule A

Trademark Registrations & Applications

Mark/Name	Status/Key Dates	App. No./Reg. No.	Owner Information
<u>TACMED SOLUTIONS and Design</u> 	Filed: February 4, 2022	SN: 97253583	Tacmed Solutions, LLC
<u>SOF TOURNIQUET and Design</u> 	Filed: May 25, 2021	SN: 90733327	Tacmed Solutions, LLC
<u>TRUE MULTI-FIT HOLSTER</u>	Registered, October 4, 2016 Filed: April 20, 2016	RN: 5056569 SN: 87007954	Stealth Operator, LLC
<u>STEALTH OPERATOR</u>	Registered, November 29, 2016 Filed: April 21, 2016	RN: 5090817 SN: 87008854	Stealth Operator, LLC
<u>FRAME-LOCK SECURE FIT TECHNOLOGY</u>	Registered, December 20, 2016 Filed: April 21, 2016	RN: 5104077 SN: 87008793	Stealth Operator, LLC
<u>TRAUMAF/X</u>	Registered, April 4, 2017 Filed: June 14, 2016	RN: 5175146 SN: 87071027	Tacmed Simulation, Inc.
<u>RESCUE CRAFT</u>	Registered, November 28, 2017 Filed: September 28, 2016	RN: 5344178 SN: 87186505	Tacmed Solutions, LLC
<u>R-AID</u>	Registered, February 13, 2018 Filed: June 12, 2017	RN: 5400196 SN: 87484919	Tacmed Solutions, LLC
<u>RESCUE CRAFT</u>	Registered, April 10, 2018 Filed: September 12, 2017	RN: 5443231 SN: 87604921	Tacmed Solutions, LLC
<u>DKX</u>	Registered, June 9, 2018 Filed: January 13, 2012	RN: 4343390 SN: 85515781	Stealth Operator, LLC
<u>RC and Design</u>	Registered, May 14, 2019 Filed: March 13, 2018	RN: 5748558 SN: 87832175	Tacmed Solutions, LLC

Mark/Name	Status/Key Dates	App. No./Reg. No.	Owner Information
			
<u>TRAMEDIC</u>	Registered, July 21, 2020 Filed: January 8, 2020	RN: 6107182 SN: 88751711	Tacmed Solutions, LLC
<u>TRAMEDIKIT</u>	Registered, July 21, 2020 Filed: January 8, 2020	RN: 6107180 SN: 88751694	Tacmed Solutions, LLC
<u>TRAMEDIC</u>	Registered, June 15, 2021 Filed: January 8, 2020	RN: 6383431 SN: 88751706	Tacmed Solutions, LLC
<u>TRAMEDIC</u>	Filed: May 6, 2015 Registered: March 22, 2016	RN: 4921989 SN: 86621418	Tacmed Solutions, LLC
<u>TACTICAL MEDICAL SOLUTIONS</u>	Registered, December 7, 2021 Filed: April 5, 2021	RN: 6583622 SN: 90624094	Tacmed Solutions, LLC
<u>TRAMEDIC</u>	Registered, December 7, 2021 Filed: January 25, 2021	RN: 6581320 SN: 90486778	Tacmed Solutions, LLC
<u>TRAMEDIC</u>	Registered, December 7, 2021 Filed: February 1, 2021	RN: 6583248 SN: 90501023	Tacmed Solutions, LLC
<u>TRAMEDICUBE</u>	Filed: May 7, 2015 Registered: March 15, 2016	RN: 4918005 SN: 86622579	Tacmed Solutions, LLC
<u>Design Only</u> 	Filed: September 2, 2007 Registered: May 6, 2008	RN: 3422628 SN: 77270281	Tacmed Solutions, LLC
<u>SOE</u>	Filed: November 26, 2008 Registered: May 12, 2009	RN: 3619411 SN: 77622737	Tacmed Solutions, LLC
<u>HELIOS</u>	Filed: August 17, 2007 Registered: December 23, 2008	RN: 3551127 SN: 77258390	Tacmed Solutions, LLC
<u>OLAES</u>	Filed: May 24, 2007 Registered: April 7, 2009	RN: 3603222 SN: 77189738	Tacmed Solutions, LLC
<u>BLAST</u>	Filed: April 3, 2008	RN: 3732145	Tacmed Solutions, LLC

Mark/Name	Status/Key Dates	App. No./Reg. No.	Owner Information
	Registered: December 29, 2009	SN: 77439744	
<u>PHANTOM</u>	Filed: January 5, 2009 Registered: May 25, 2010	RN: 3794250 SN: 77643083	Tacmed Solutions, LLC
<u>FOXTROT</u>	Filed: April 26, 2011 Registered: November 22, 2011	RN: 4060136 SN: 85304605	Tacmed Solutions, LLC
<u>TACTICAL MEDICAL SOLUTIONS</u>	Filed: July 30, 2010 Registered: December 13, 2011	RN: 4069430 SN: 85097037	Tacmed Solutions, LLC
<u>MULTIPLE AMPUTATION TRAUMA TRAINER (MATT)</u>	Filed: June 9, 2010 Registered: February 15, 2011	RN: 3919352 SN: 85058651	Tacmed Simulation, Inc.

Trademark Licenses

None.