

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VITAL SIGNS, INC.		06/29/2023	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	MACQUARIE CAPITAL FUNDING LLC, AS ADMINISTRATIVE AGENT		
Street Address:	125 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3301965	B	
Registration Number:	2220103	BROSELOW	
Registration Number:	3369285		
Registration Number:	3684937	VITAL SIGNS	
CORRESPONDENCE DATA			
Fax Number:	6179799301		
<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:	6179799376		
Email:	christine.slattery@whitecase.com		
Correspondent Name:	Christine Slattery, Senior Legal Assist.		
Address Line 1:	WHITE & CASE LLP		
Address Line 2:	75 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	1894880.0006		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	06/29/2023		
Total Attachments: 4			

CH \$115.00 3301965

source=Sunmed - Assignment for Security - TMs Vital Signs#page1.tif

source=Sunmed - Assignment for Security - TMs Vital Signs#page2.tif

source=Sunmed - Assignment for Security - TMs Vital Signs#page3.tif

source=Sunmed - Assignment for Security - TMs Vital Signs#page4.tif

ASSIGNMENT FOR SECURITY — TRADEMARKS

June 29, 2023

WHEREAS, VITAL SIGNS, INC., a New Jersey corporation (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into that certain Pledge and Security Agreement, dated June 16, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of MACQUARIE CAPITAL FUNDING LLC, a Delaware limited liability company, as the Administrative Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page follows]


IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

VITAL SIGNS, INC.

DocuSigned by:
By: Hendrik Struik
Name: Hendrik Struik
Title: Chief Executive Officer

[ASSIGNMENT FOR SECURITY – TRADEMARKS / VITAL SIGNS, INC.]

MACQUARIE CAPITAL FUNDING LLC,
as Administrative Agent

By: 
Name: Kevin Hwang
Title: Authorized Signatory

By: 
Name: Courtney Mitchell
Title: Authorized Signatory

Schedule A

Name	Application Number	Application Date	Registration Number	Registration Date	Recorded Owner
BOUNCING B DESIGN	78820887	2/22/2006	3301965	10/2/2007	Vital Signs, Inc.
BROSELOW	75306723	6/5/1997	2220103	1/26/1999	Vital Signs, Inc.
Color Sequence 9 Colors (Broselow)	78820831	2/22/2006	3369285	1/15/2008	Vital Signs, Inc.
VITAL SIGNS	77388702	2/5/2008	3684937	9/22/2009	Vital Signs, Inc.