TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM822068

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HR Pharmaceuticals Inc.		06/28/2023	Corporation: DELAWARE
Medical Technologies of Georgia, LLC		06/28/2023	Limited Liability Company: GEORGIA
Wiesman Capital & Co., LLC		06/28/2023	Limited Liability Company: PENNSYLVANIA
Wiesman Holdings, LLC		06/28/2023	Limited Liability Company: PENNSYLVANIA
HR Pharma Partnership, LLC		06/28/2023	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	1600 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word N	1ark
Serial Number:	90729951	MTG	
Serial Number:	90738355	MTGA	
Serial Number:	90738380	MTG	
Registration Number:	5407908	MTG EAGLE	
Registration Number:	5951674	JIFFY CATH	
Registration Number:	3509572	MTG INSTANT CATH	
Registration Number:	3620719	EZ-ADVANCER	
Registration Number:	3694056	MTG EZ-GRIPPER	
Registration Number:	3696954	MTG CATH-LEAN	
Registration Number:	3883650	MTG KIDDIE-KATH	
Serial Number:	90544993	TRUCATH	
Serial Number:	90576167	ONESHOT	
Serial Number:	90133457	VITUS	
	-	'	TRADEMARK ——

REEL: 008124 FRAME: 0313 900783869

Property Type	Number	Word Mark
Serial Number:	88619326	STERIJEL
Registration Number:	6381778	ALLAVO
Serial Number:	88889555	ALLAVO
Registration Number:	5934924	CAREPAC
Registration Number:	5748197	H-R
Registration Number:	5408352	ECOVUE
Registration Number:	5136322	HR
Registration Number:	5444643	ACCLIMATE
Registration Number:	5415814	FLEXPAC
Registration Number:	5344827	SAFEWRAP
Registration Number:	4620289	ONE SHOT
Registration Number:	4053567	CLINI-SCRUB
Registration Number:	0505674	HR

CORRESPONDENCE DATA

Fax Number: 6123713207

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: 612-371-2461

Email: englishj@ballardspahr.com

Correspondent Name: Jennifer English

Address Line 1: 2000 IDS Center, 80 South 8th Street

Address Line 4: Minneapolis, MINNESOTA 55402-2119

ATTORNEY DOCKET NUMBER:	00406973
NAME OF SUBMITTER:	Jennifer J. English
SIGNATURE:	/Jennifer J. English/
DATE SIGNED:	07/05/2023

Total Attachments: 11

source=06 Patent and Trademark Security Agreement#page1.tif source=06 Patent and Trademark Security Agreement#page2.tif source=06 Patent and Trademark Security Agreement#page3.tif source=06 Patent and Trademark Security Agreement#page4.tif source=06 Patent and Trademark Security Agreement#page5.tif source=06 Patent and Trademark Security Agreement#page6.tif source=06 Patent and Trademark Security Agreement#page7.tif source=06 Patent and Trademark Security Agreement#page8.tif source=06 Patent and Trademark Security Agreement#page9.tif source=06 Patent and Trademark Security Agreement#page10.tif source=06 Patent and Trademark Security Agreement#page11.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement ("<u>Agreement</u>") is dated as of June 28, 2023 by HR PHARMACEUTICALS INC., a corporation organized under the laws of the State of Delaware ("<u>HR Pharma</u>"), MEDICAL TECHNOLOGIES OF GEORGIA, LLC., a limited liability company formed under the laws of the State of Georgia ("<u>MTG</u>") (HR Pharma and MTG, collectively "<u>Borrowers</u>"), WIESMAN CAPITAL & CO., LLC., a limited liability company formed under the laws of the Commonwealth of Pennsylvania ("<u>Capital</u>"), WIESMAN HOLDINGS, LLC, a limited liability company formed under the laws of the Commonwealth of Pennsylvania ("<u>Holdings</u>"), HR PHARMA PARTNERSHIP, LLC, a limited liability company formed under the laws of the Commonwealth of Pennsylvania ("<u>HR Partners</u>"), (Capital, Holdings and HR Partners, collectively, "<u>Entity Guarantors</u>"; together with the Borrowers, collectively, the "<u>Loan Parties</u>" and each, a "<u>Loan Party</u>"), and delivered to PNC Bank, National Association, with a place of business at 1600 Market Street, Philadelphia, PA 19103 ("<u>Agent</u>").

Reference is made to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith among the Loan Parties, the other Persons from time to time joined thereto as Loan Parties, the financial institutions from time to time party thereto (the "Lenders") and Agent, as agent for the Lenders (as it may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"). The obligation of Lenders to make Loans under the Credit Agreement is subject to the condition, among others, that the Grantor execute and deliver this Agreement. Each Grantor is a Loan Party and will derive substantial benefits from the extension of credit contemplated by the Credit Agreement and is willing to execute and deliver this Agreement in order to induce Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement, as applicable. The rules of construction specified in Section 1.4 of the Credit Agreement also apply to this Agreement, <u>mutatis mutandis</u>.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Credit Agreement did, and hereby does, grant to Lender, its successors and assigns, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in, to or under which Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "<u>Patent and Trademark</u> Collateral"):

(a) all letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office worldwide, including those listed on Schedule I;

- (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;
- (c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or with any multinational body, and all extensions or renewals thereof, including those listed on Schedule II;
 - (d) all goodwill associated therewith or symbolized thereby;
- (e) all other assets, rights and interests that uniquely reflect or embody such goodwill; and
- (f) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Notwithstanding the forgoing, the Patent and Trademark Collateral shall not include any Excluded Property.

SECTION 3. <u>Credit Agreement.</u> The security interests granted to Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

HR PHARMACEUTICALS INC.

By:

Name: Colby P. Wiesman

Title: President & Chief Executive Officer

MEDICAL TECHNOLOGIES OF

GEORGIA, LLC

By:

Name: Colby P. Wiesman

Title: <u>President & Chief Executive Officer</u>

WIESMAN CAPITAL & CO., LLC

By:

Name: Colby P. Wiesman

Title: President & Chief Executive Officer

WIESMAN HOZDINGS, LLC

By:

Namé

Colby P. Wiesman

President & Chief Executive Officer

HR PHARMA PARTNERSHIP, LLC

By:

Name: Colby P. Wiesman

Title: President & Chief Executive Officer

Approved and Accepted:

PNC Bank, National Association

By:_

Name: Robert Orzechowski Title: Senior Vice President

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			56369100		56369101		20202025
OF GEORGIA, INC.	MEDICAL TECHNOLOGIES	OF GEORGIA, INC.	MEDICAL TECHNOLOGIES	OF GEORGIA, INC.	MEDICAL TECHNOLOGIES	OF GEORGIA, INC.	SECTION ELECTRONICE
N/A		5	N/A	1000	N/A		N/A
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	05/26/2021	٠	05/26/2021		05/26/2021		T202/02/CU
			published 9/13/21		published 9/13/21		published 9/13/21
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	MTGA log 0 OF GEORGIA, INC. N/A	China MTGA logo MEDICAL TECHNOLOGIES OF BEDRGAL INC.	China Incidentalis Incidentalis Incidentalis MTGA logo Para Centralis NA	China Cash-lean 56969100 Incorp.A. TECHNOLOGES v.n. 10 China MTGA logo Page 2004, NO.00ES v.n. Incorp.A. TECHNOLOGES v.n. Incorp.A. TECHNOLOGES	China July valer Geograpia, NC. NY. 10 China Calify-lean 56569100 MEDIAL TEXHOLOGES NY. 10 China MTGA logo MEDIAL TEXHOLOGES NY. 10	China Jifty Cath 55555101 Incodu, TECHNOLOGIES V/A 10 China Cath-lean 5555100 Incodu, TECHNOLOGIES V/A 10 China Cath-lean 5555100 Incodu, TECHNOLOGIES V/A 10 China MTGA bigo Incodu, TECHNOLOGIES V/A 10	MTGA lbgo

011 - Liquid and gel heaters (other than for medical use); thermal fluid heaters; bottle warmers; heaters for laboratory containers.													
010 - Heating and warming devices for medical use; liquid and gel heating and warming devices for medical use		01/25/2018	08/03/2017	WORD ONLY	10, 11		Wiesman Hoblings, LLC (United States of America)	UK00917071581	UK00917071581		ACCLIMATE	Great Britain	
005 - Lubricating gel for personal, medical and surgical use.		11/18/2019	12/21/2017	WORD ONLY	(A	NA.	Wiedman Holdings, LLC (United States of America)	UK00917622564	UK00917622564		Т. 2	Great Britain	
005 - Gels for use as personal lubricant; personal lubricants; lubricants for medical use; vaginal lubricants.		05/03/2018	01/11/2018	WORD AND DESIGN	5	NA A	Wiesman Rodings, ILC (United States of America)	UK00917683723	UK00917683723	પાવા. પાવા. પાવા. પ્રાપ્ત	HR	Great Britain	
005 - Lubricants for medical use; lubricants for surgical purposes; vaginal lubricants; lubricants for personal use.						V A							
004 - Lubricants for surgical apparatus.		10/10/2018	05/08/2018	WORD ONLY	4, 5		Wiesman Hoblings, LLC (Unded States of America)	UK00917896330	UK00917896330		CAREPAC	Great Britain	
005 - (1) Lubricating Jelly. (2) Skin ointment.		06/12/1964	02/19/1964	WORD	5	ΑW	Wiesman Holdings, LLC	TMA136185	3/18/2668		H-R	Canada	
005 - Topical gel for medical and therapeutic use, namely, ultrasound gel	09/12/2018	07/15/2019	07/29/2016	WORD MARK	(5)	NA	Wiesman Holdings, LLC	TMA1041164	1793752		ECOVUE	Canada	
011 - Heaters and warmers for medical and surgical solutions.	09/26/2018	07/04/2019	08/03/2017	WORD	11	NA	Wiesman Holdings, LLC (a Pennsylvania limited liability company)	TMA1035709	1850875		ACCLIMATE	Canada	
005 - VAGINAL JELLY, FIRST USE: 19310501. FIRST USE IN COMMERCE: 19310501		01/18/1949	10/18/1947	DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	Ln.	N/V	Wiesman Holdings, LLC	505674	71509343	Æ >	Ħ	United States (USPTO)	
DO3 - Auronatherapy body care products, namely, bedy lotion, shower gel, cutiled retem, shower gel, cutiled retem, shampo, conditioner, non-medicated lip bainy, seap, bedy polish, body and foot scrub and non-nedicated flost reteam; Body scrub; Cleaning preparations for medical worshistor equipment, tubing, masks; shaul scrubs; Medicated soaps: Medicated soaps: Medicated soaps: Medicated soaps: Pet shampoo; Pet shampoo	06/08/2010	11/08/2011	01/30/2010	Standard Character Mark	26.5. 3.5. 10	WETTO BANK 0460\$7/9228 6 FRET INTONAL FRET INTONAL 35.14.3183664	Wiesman Holdings, LLC	4033567	77924264		CING-TENNS	United States (USPTO)	
005 - Medical lubricant, namely, medical, surgical and vaginal lubricants not for personal use and sold to medical professionals. FIRST USE IN COMMERCE: 199901011	07/29/2014	10/14/2014	02/20/2014	Standard Character Mark	SS NNA	FIRST NATIONAL BANK OF PENNSYLVANIA 8418/8888	Wiesman Holdings, LLC	4620289	86199239		ONE SHOT	United States (USPTO)	
D20 - Protective tamper evident plastic parkaging bags used for sterilized medical devices in a sterile ried environment. FIRST USE: NUMEROLISSION OF USE: 20130630 PROTECTION OF USE: 20130630	09/12/2017	11/28/2017	01/30/2017	Standard Character Mark	20 ZO	FIRST NATIONAL BANK OF PENNSYLVANIA 8143/8843	Wiesman Holdings, LLC	5344827	87317859		2003.00	United States (USPTO)	
006 - Fleable metal foils packaging materials for use in the materials for use in the manufacture of pouches, bags and lids. FIRST USE: 2012/0930. FIRST USE IN COMMERCE: 2013/0101	12/19/2017	03/06/2018	04/07/2017	Standard Character Mark	SN PA	FIRST NATIONAL BANK OF PENNSYLVANIA 8193/9848	Wiesman Holdings, LLC	5415814	87402734		BEGGAG	United States (USPTO)	

Schedule I to Patent and Trademark Security Agreement

New Zealand	China	CRAPE	EU		EU	EU		Great Britain
SURGILUBE	INCOLUTE	2	ECOVUE	ACCLIMATE	H-R	HR	CHILLIPHO	ECOVUE
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1090369 (01090369)	300,203.53	201410	15709926	17071581	17622564	17683723	1,000,000	UK00915709926
1090369			15709926	17071581	17622564	17683723	LOUVE	UK00915709926
Wesman Modlings, LLC (United States of America)	States of America)	States of Anterion)	Wiesman Roidings, LLC (United States of America)	Strees of Arristice)	Wesman Holdings, LLC (United States of Americo)	Wesman Holdings, LLC (United States of America)	Sizes of Artering	Wisconan Holdings, LLC (United States of America)
N/A	ğ	N/A	N/A 5	N.	NA	N/A	N/A	N/A.
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WORD ONLY 04/09/2018	AND DATE THE COLOR	DESIGN 05/1		WORD ONLY (88/03/2017	WORD ONLY 12/2	WORD AND 01/11/2018 DESIGN	and footboard	WORD ONLY 08/01/2016
	AVXXX	7102/01/50						
10/10/2018			11/22/2016	01/25/2018	11/18/2019	05/03/2018	rol rol corto	11/22/2016
OD5 - Lubricating agents for medical use, pharmaceutical preparations, lubricants for surgical purposes, lubricants for personal use.	anheres, urdepical insertion operation components, doeed unmary catheters and components (subclass) Description (100) Surgical and veterinary apparatus and instruments (not include electrical ones and instruments and instruments and instruments are components and instruments are components and instruments are components electrical equipments describeraby and X-ray equipments of tending bottles, feeding bottles, feeding bottles, feeding bottles, feeding bottles (100) Surgical	medicated ointments	005 - Topical gel for medical and therapeutic use, namely, ultrasound gel.	OID - learning and warming devices for medical use; liquid and get hearing and warming devices for medical use. OII. Liquid and get heaters (other than for medical use); thermal fluid heaters; bottle warmers; heaters for laboratory containers.	005 - Lubricating gel for personal, medical and surgical use.	005 - Gels for use as personal lubricant; personal lubricants; lubricants for medical use; vaginal lubricants.	apparatus OS - Lubricants for medical use; lubricants for surgical purposes; vaginal lubricants; lubricants for personal use.	005 - Topical gel for medical and therapeutic use, namely, ultrasound gel.

Schedule I to Patent and Trademark Security Agreement

REEL: 008124 FRAME: 0324

D809,401	2/6/18	29/581,338	10/18/16	2/6/34	N/A	Wiesman Holdings, LLC	HR Pharmaceuticals, Inc.	N/A	Gel contaîner	N/A	N/A*	U.S.	D809,401
D830,195	10/9/18	29/614,936	8/24/17	10/9/33	N/A	Wiesman Holdings, LLC	Wiesman Holdings, LLC	N/A	Gel contaîner	N/A	N/A*	U.S.	D830,195
D839,442	1/29/19	29/614,823	8/23/17	1/29/34	N/A	Wiesman Holdings, LLC	Wiesman Holdings, LLC	N/A	Container warming device	N/A	N/A*	U.S.	D839,442
D852,646	7/2/19	29/646,016	5/1/18	7/2/34	N/A	Wiesman Holdings, LLC	Wiesman Holdings, LLC	N/A	Gel container	N/A	N/A*	U.S.	D852,646
D860,003	9/17/19	29/646,014	5/1/18	9/17/34	N/A	Wiesman Holdings, LLC	Wiesman Holdings, LLC	N/A	Gel container	N/A	N/A*	U.S.	D860,003
D918,388	5/4/21	29/653,540	6/15/18	5/4/36	N/A	Wiesman Holdings, LLC	Wiesman Holdings, LLC	N/A	Solution diffusing head	N/A	N/A*	U.S.	D918,388
10,969,597	5/12/20	15/297,762	10/19/16	10/19/36	N/A	Wiesman Holdings, LLC	HR Pharmaceuticals, Inc.	N/A	and sustainable additives	1	12-Nov-2023	U.S.	10,969,597
									Coupling agent produced from naturally fermented	_			

RECORDED: 07/05/2023