

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828863

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CoreLink, LLC		07/30/2023	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Varagon Capital Partners Agent, LLC, as Administrative Agent
Street Address:	c/o Cortland Capital Market Services LLC, 225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	90683421	CENTRAFIX
Serial Number:	90309240	RESTRUX
Serial Number:	88609663	SIBER
Serial Number:	88115509	SURESIZE
Serial Number:	88115518	TERRACE
Serial Number:	88115504	MIMETIC METAL
Serial Number:	87929424	ENDOSS
Serial Number:	87925021	TURBINE
Serial Number:	86083903	ENTASIS
Serial Number:	86002574	FLXFIT
Serial Number:	85319127	TIGER
Serial Number:	85209214	CORELINK
Serial Number:	85829148	ANODYNE
Serial Number:	85494343	ZOU
Serial Number:	97295761	FUSATION
Serial Number:	97790170	VERTEFRAME
Serial Number:	97815088	MAGIX

CH \$440.00 90683421

CORRESPONDENCE DATA**Fax Number:** 3129021061*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:** 312-577-8438**Email:** raquel.haleem@katten.com**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman**Address Line 1:** 525 West Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
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SIGNATURE:	/Raquel Haleem/
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DATE SIGNED:	08/02/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2023 (this “Trademark Security Agreement”), is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC (“Varagon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2021 (as amended by that certain First Amendment to Credit Agreement, dated as of June 16, 2023, by and among Zavation Medical Products, LLC, a Mississippi limited liability company (the “Borrower”), Zavation OpCo, Inc., a Delaware limited liability company (“OpCo”), the other Loan Parties (as defined therein) party thereto, Administrative Agent and the Lenders (as defined therein) party thereto, and as may be further amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, OpCo, the other Loan Parties party thereto, the Lenders thereto and Administrative Agent, 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, pursuant to that certain Joinder Agreement, dated as of the date hereof (the “Joinder Agreement”), which joins the Grantor as a “Grantor” under that certain Guaranty and Security Agreement, dated as of June 30, 2021, by and among the Borrower, OpCo and the other Grantors party thereto in favor of Administrative Agent (as supplemented by the Joinder Agreement and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), the Grantor has agreed to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security 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 Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties 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”):

(a) all of its registered and applied for United States Trademarks and all exclusive IP Licenses providing for the grant by or to the Grantor of any right under any

Trademark (other than any Excluded Property), including, without limitation, those referred to on Schedule 1 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;

provided, however, that the Trademark Collateral shall not include any “intent to use” Trademark applications unless and until a statement of use or amendment to allege use is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the Grantor in such trademarks is no longer on an “intent-to-use” basis (at which time such trademarks shall automatically be subject to the security interest granted by the Grantor to the Administrative Agent hereunder).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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.

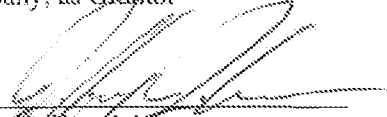
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security 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, each 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.

CORELINK, LLC, a Missouri limited liability company, as Grantor

By: 
Name: Jeffrey Johnson
Title: Chief Executive Officer and President

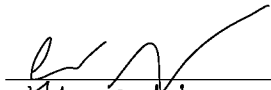
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008153 FRAME: 0290

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: Varagon Capital Partners, L.P., as its sole Member

By: 
Name: Eben Seldin
Title: Principal

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration Date.	Registration No.	Owner / Applicant
CENTRAFIX	90683421	April 30, 2021	July 26, 2022	6800923	CoreLink, LLC
RESTRUX	90309240	November 10, 2020	January 4, 2022	6609723	CoreLink, LLC
SIBER	88609663	September 9, 2019	September 15, 2020	6154964	CoreLink, LLC
SURESIZE	88115509	September 13, 2018	December 10, 2019	5933413	CoreLink, LLC
TERRACE	88115518	September 13, 2018	November 12, 2019	5909828	CoreLink, LLC
MIMETIC METAL	88115504	September 13, 2018	May 7, 2019	5747820	CoreLink, LLC
ENDOSS	87929424	May 21, 2018	June 11, 2019	5777218	CoreLink, LLC
TURBINE	87925021	May 17, 2018	June 11, 2019	5777209	CoreLink, LLC
ENTASIS	86083903	October 7, 2013	July 19, 2016	5003736	CoreLink, LLC
FLXFIT	86002574	July 3, 2013	April 21, 2015	4724457	CoreLink, LLC
TIGER	85319127	May 12, 2011	June 5, 2012	4155539	CoreLink, LLC
CORELINK	85209214	January 3, 2011	July 19, 2011	3997913	CoreLink, LLC
ANODYNE	85829148	January 22, 2013	August 27, 2013	4392143	CoreLink, LLC
ZOU	85494343	December 13, 2011	June 11, 2013	4350999	CoreLink, LLC

2. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Registration Date.	Registration No.	Owner / Applicant
FUSATION	97295761	March 4, 2022	N/A	N/A	CoreLink, LLC
VERTEFRAME	97790170	February 10, 2023	N/A	N/A	CoreLink, LLC
MAGIX	97815088	February 28, 2023	N/A	N/A	CoreLink, LLC

3. IP LICENSES

None.