

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM830670

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIO2 MEDICAL PRODUCTS, INC.		08/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OAKTREE FUND ADMINISTRATION, LLC		
Street Address:	333 S. Grand Avenue		
Internal Address:	28TH FL.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6919745	SIOPLAS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2125584229		
Email:	demarcor@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	08/09/2023		
Total Attachments: 5			
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OP \$40.00 6919745

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2023 (“*Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of Oaktree Fund Administration, LLC, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as August 3, 2023 (the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in and to all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto; provided, that no Lien or security interest is granted hereunder with respect to any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, any Grantor’s right, title or interest therein;

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, all goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement or other violation of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each Trademark Grantor has caused this
TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized
officer as of the date first above written.

SIO₂ MEDICAL PRODUCTS, INC.

By: *Ahmad Taha*
Name: Ahmad Taha
Title: Chief Executive Officer

Address: 2250 Riley Street
Auburn, AL 36822

Accepted and Agreed:
OAKTREE FUND ADMINISTRATION, LLC, as the Administrative Agent

By _____
Name:
Title:

By _____
Name:
Title:

Address:
Oaktree Fund Administration, LLC
333 S. Grand Avenue, 28th Fl.
Los Angeles, CA 90071
Attn: Oaktree Agency
Email: Oaktreeagency@alterdomus.com

IN WITNESS WHEREOF, each Trademark Grantor has caused this
TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized
officer as of the date first above written.

SIO₂ MEDICAL PRODUCTS, INC.

By: _____
Name:
Title:

Address: 2250 Riley Street
Auburn, AL 36832

Accepted and Agreed:

OAKTREE FUND ADMINISTRATION, LLC, as the Administrative Agent

By: Oaktree Capital Management, L.P.

Its: Managing Member

By _____

Name: Matthew Stewart

Title: Managing Director

By Mary Gallegly

Name: Mary Gallegly

Title: Managing Director

Address:

Oaktree Fund Administration, LLC

333 S. Grand Avenue, 28th Fl.

Los Angeles, CA 90071

Attn: Oaktree Agency

Email: Oaktreeagency@alterdomus.com

TRADEMARKSTrademark Registrations and Applications

Owner	Country	Application Status	Application Number	FILING DATE (MM/DD/YYYY)	Application Title
SiO2 Medical Products, Inc.	Argentina	Filed		7/27/2022	Vyterial
SiO2 Medical Products, Inc.	Canada	Filed	2230623	7/27/2022	Vyterial
SiO2 Medical Products, Inc.	China	Filed		7/27/2022	Vyterial
SiO2 Medical Products, Inc.	France	Filed	4851285	7/1/2022	Vyterial
SiO2 Medical Products, Inc.	Great Britain	Filed		7/27/2022	Vyterial
SiO2 Medical Products, Inc.	Japan	Filed	2022-369364	7/27/2022	Vyterial
SiO2 Medical Products, Inc.	Malaysia	Filed	TM2022035154	7/27/2022	Vyterial
SiO2 Medical Products, Inc.	USA	Filed	79358711	7/27/2022	Vyterial
SiO2 Medical Products, Inc.	WIPO	Filed	1703980	7/27/2022	Vyterial
SiO2 Medical Products, Inc.	Australia	Filed	2183726	01/27/2021	INVINCI-GLASS
SiO2 Medical Products, Inc.	Canada	Filed	2111315	01/27/2021	INVINCI-GLASS
SiO2 Medical Products, Inc.	Japan	Filed	2021-357755	01/27/2021	INVINCI-GLASS
SiO2 Medical Products, Inc.	WIPO	Filed	1594657	01/27/2021	INVINCI-GLASS
SiO2 Medical Products, Inc.	USA	Pending	6919745	12/6/2022	SIOPLAS

Trademark Licenses

None.