

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NETWORK MEDICAL PRODUCTS LIMITED		06/28/2023	LIMITED COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	WEBSTER BANK, N.A.		
Street Address:	200 Elm Street, 3rd Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5078193	CLEAR-VUE	
Registration Number:	5179011	GUARDED	
Registration Number:	4378416	ENDOGLIDE	
Registration Number:	3231266	CORONET	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	767325-600042		
NAME OF SUBMITTER:	DEBBIE WU		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	09/11/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Trademark Security Agreement, dated as of June 28, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of WEBSTER BANK, N.A., as Agent on behalf of the Lenders party to the Credit Agreement (as hereafter defined) (the "Grantee").

WHEREAS, Grantor owns the trademarks as specified on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of March 31, 2023 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), among SCP Medical Products, LLC, a Delaware limited liability company (the "Borrower"), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders"), and Webster Bank, N.A., as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Security Agreement, dated as of June 28, 2023 (as amended, restated, supplemented or modified from time to time, the "Security Agreement"), among Grantor, the other grantors party thereto as chargors and Agent, Grantor has granted to Agent, for the ratable benefit of Lenders, a security interest in all of its Collateral (as defined in the Credit Agreement), including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Liabilities (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Agent, for the ratable benefit of Lenders, a security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Liabilities (as defined in the Security Agreement):

(i) each trademark owned by Grantor, including, without limitation, each trademark registration and application referred to on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (a) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark referred to on Schedule 1 hereto, or (b) injury to the goodwill associated with any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Security Agreement).

Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Agent's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

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


This Trademark Security Agreement shall be governed by the laws of the State of New York.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[signature page follows]

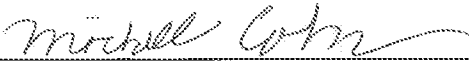
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**NETWORK MEDICAL PRODUCTS
LIMITED**, a private limited company incorporated
under the laws of England and Wales

By: 
Name: Lesance Meredith
Title: Director

ACKNOWLEDGED:

WEBSTER BANK, N.A., as Agent

By: 

Name: Michael Cohn

Title: Director

SCHEDULE 1
to
Trademark Security Agreement

Trademark	Status	App. No./ Reg. No.	Application Date	Registration Date	Owner
CLEAR-VUE	Registered	RN: 5078193 SN: 85841251	February 5, 2013	November 8, 2016	Network Medical Products Limited
GUARDED	Registered	RN: 5179011 SN: 86787640	October 14, 2015	April 11, 2017	Network Medical Products Limited
ENDOGLIDE	Registered	RN: 4378416 SN: 85484061	November 30, 2011	August 6, 2013	Network Medical Products Limited
CORONET	Registered	RN: 3231266 SN: 78653560	June 17, 2005	April 17, 2007	Network Medical Products Limited