

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849301

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allied 100, LLC		10/27/2023	Limited Liability Company: WISCONSIN
Bound Tree Medical, LLC		10/27/2023	Limited Liability Company: OHIO
Cardio Partners, Inc.		10/27/2023	Corporation: OHIO
Emergency Medical Products, Inc.		10/27/2023	Corporation: WISCONSIN
New Annuvia Company, LLC		10/27/2023	Limited Liability Company: DELAWARE
Sarnova HC, LLC		10/27/2023	Limited Liability Company: DELAWARE
Tri-anim Health Services, inc.		10/27/2023	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	GLAS Trust Company LLC, as Collateral Agent
Street Address:	3 2nd Street
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	Limited Liability Company: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	4346956	2ND LIFE
Registration Number:	6558799	ADVANCING HEALTHCARE, TOGETHER
Registration Number:	3726824	AED ADVISER
Registration Number:	3735419	AED CHECK
Registration Number:	3439319	AEDSUPERSTORE
Registration Number:	5694385	ANNUVIA
Registration Number:	5683112	ARCH
Registration Number:	6322161	BOUND TREE
Registration Number:	3950341	BOUND TREE MEDICAL

CH \$915.00 4346956

Property Type	Number	Word Mark
Registration Number:	6332521	BOUND TREE UNIVERSITY
Registration Number:	6335112	BOUND TREE UNIVERSITY
Registration Number:	6473135	CARDIO PARTNERS
Registration Number:	6558879	CARDIO PARTNERS
Registration Number:	4301051	CARDIOREADY
Registration Number:	4453816	CARDIOREADY CERTIFICATION CENTER
Registration Number:	4345959	CARDIOREADY CERTIFIED
Registration Number:	5129933	COMBINEDPEP
Registration Number:	4053956	CURAPLEX
Registration Number:	6566268	CURAPLEX
Registration Number:	6271769	CURAVIEW
Serial Number:	86742530	DYNAMICPEP
Registration Number:	6550950	EMERGENCY MEDICAL PRODUCTS
Registration Number:	5815248	HEARTSMART
Registration Number:	5583549	HEARTSMART.COM
Registration Number:	4493757	MAINTENANCE MINDER
Registration Number:	4016419	RESPONDER
Registration Number:	3995115	SARNOVA
Registration Number:	6386818	SARNOVA
Registration Number:	5190557	SCHOOL KIDS HEALTHCARE
Registration Number:	5145677	SHOK BOX
Registration Number:	3965097	TITANCARE
Registration Number:	3557324	TRI-ANIM
Registration Number:	6432131	TRI-ANIM
Registration Number:	6432964	TRI-ANIM HEALTH SERVICES
Registration Number:	5192975	VIBRAPEP
Registration Number:	6432135	YOUR PARTNER IN EMS

CORRESPONDENCE DATA

Fax Number: 2024083141
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: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/

DATE SIGNED:	10/27/2023
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Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 27, 2023, among SARNOVA HC, LLC, TRI-ANIM HEALTH SERVICES, INC., CARDIO PARTNERS INC., BOUND TREE MEDICAL, LLC, ALLIED 100, LLC, EMERGENCY MEDICAL PRODUCTS, INC. and NEW ANNUVIA COMPANY, LLC (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”), and GLAS Trust Company LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Sarnova HC, LLC, a Delaware limited liability company (“**Borrower**”), Sarnova, Inc., a Delaware corporation (“**Holdings**”), the Subsidiary Guarantors party thereto, the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), GLAS Trust Company LLC, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”) and as the Collateral Agent and the other parties thereto are parties to a Credit Agreement dated as of October 27, 2023 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantors are party to a Pledge and Security Agreement, dated as of October 27, 2023, in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Obligations (as defined in the Credit Agreement), each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights owned by or licensed to any Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by or licensed to any Grantor, including those referred to on Schedule II hereto;

- (c) all Trademarks owned by or licensed to any Grantor, including those referred to on Schedule III hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all Intellectual Property Licenses to which such Grantor is a party;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

Section 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

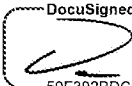
Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

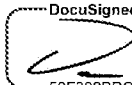
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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

SARNOVA HC, LLC,
as Grantor

DocuSigned by:

By: _____
50F392BDC9B84DF...
Name: Darrell Hughes
Title: Secretary

TRI-ANIM HEALTH SERVICES, INC.,
as Grantor

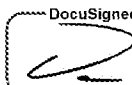
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By: _____
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Name: Darrell Hughes
Title: Secretary

CARDIO PARTNERS, INC.,
as Grantor

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By: _____
50F392BDC9B84DF...
Name: Darrell Hughes
Title: Secretary

BOUND TREE MEDICAL, LLC,
as Grantor

DocuSigned by:

By: _____
50F392BDC9B84DF...
Name: Darrell Hughes
Title: Secretary

ALLIED 100, LLC,
as Grantor

DocuSigned by:

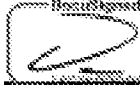
By: _____
50F392BDC9B84DF...
Name: Darrell Hughes
Title: Secretary

NEW ANNUVIA COMPANY, LLC,
as Grantor

DocuSigned by:

By: _____
50F392BDC9B84DF...
Name: Darrell Hughes
Title: Secretary

EMERGENCY MEDICAL PRODUCTS, INC.

By:  _____
Name: Darrell Hughes
Title: Secretary

ACCEPTED AND AGREED:

GLAS TRUST COMPANY LLC,
as Collateral Agent

By: _____

Name: Jeffrey Schoenfeld

Title: Vice President

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

Copyrights

Grantor	Title	Reg. No. or Appln. No.	Date
Allied 100, LLC	www.AEDUpgrades.com	TX0007415994	08/14/2009
Allied 100, LLC	www.AEDSuperstore.com	TX0007260930	12/1/2010
Allied 100, LLC	www.AEDAdviser.com	TX0007416007	8/14/2009
Allied 100, LLC	www.AEDOutlet.com	TX0007415999	8/14/2009
Allied 100, LLC	Allied 100	TX0006239629	10/24/2005

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS

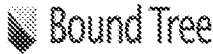
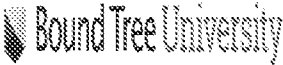

Patents

Grantor	Title	Reg. No. or Appln. No.	Date
Allied 100, LLC	Method of Implementing a Cardiac Emergency Readiness Program	6,694,299	February 17, 2004
New Annuvia Company, LLC	Centralized Management and Emergency Allocation of Deployed Defibrillators Each Having Associated Communication Modules	9,035,787	May 19, 2015
Tri-anim Health Services, Inc.	Positive expiratory pressure device	US9861779B1	January 9, 2018
Tri-anim Health Services, Inc.	Respiratory apparatus	USD768285S1	October 4, 2016
New Annuvia Company, LLC	System, Method and Apparatus for Detecting Status Information from an Automated External Defibrillator	61/634,422	February 29, 2012



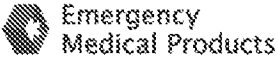
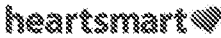
SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademarks

Owner	Trademark	Registration No.	Registration Date
Cardio Partners, Inc.	2ND LIFE	4346956 ¹	06/04/2013
Tri-anim Health Services, Inc.	ADVANCING HEALTHCARE, TOGETHER	6558799	11/16/2021
Cardio Partners, Inc.	AED ADVISER	3726824	12/15/2009
Cardio Partners, Inc.	AED CHECK	3735419	01/05/2010
Cardio Partners, Inc.	AEDSUPERSTORE	3439319	06/03/2008
Cardio Partners, Inc.	ANNUVIA	5694385	03/12/2019
Cardio Partners, Inc.	ARCH	5683112	02/26/2019
Bound Tree Medical, LLC	BOUND TREE AND SHIELD DESIGN 	6322161	04/13/2021
Bound Tree Medical, LLC	BOUND TREE MEDICAL	3950341	4/26/2011
Sarnova HC, LLC	BOUND TREE MEDICAL	009670936	06/27/2011
Bound Tree Medical, LLC	BOUND TREE UNIVERSITY	6332521	04/27/2021
Bound Tree Medical, LLC	BOUND TREE UNIVERSITY AND SHIELD 	6335112	04/27/2021
Cardio Partners, Inc.	CARDIO PARTNERS	6473135	08/31/2021
Cardio Partners, Inc.	CARDIO PARTNERS AND EKG DESIGN 	6558879	11/16/2021

¹ This registration will not be renewed.

Owner	Trademark	Registration No.	Registration Date
Cardio Partners, Inc.	CARDIOREADY	4301051	03/12/2013
Allied 100, LLC	CARDIOREADY CERTIFICATION CENTER	4453816 ²	12/24/2013
Allied 100, LLC	CARDIOREADY CERTIFIED 	4345959 ³	06/04/2013
Tri-anim Health Services, Inc.	CombinedPEP	5129933	1/24/2017
Sarnova HC, LLC	CURAPLEX	4053956	11/8/2011
Sarnova HC, LLC	CURAPLEX AND DESIGN 	6566268	11/23/2021
Sarnova HC, LLC	CURAVIEW	6271769	2/16/2021
Tri-anim Health Services, Inc.	DynamicPEP	86742530	1/24/2017
Emergency Medical Products, Inc.	EMERGENCY MEDICAL PRODUCTS AND DESIGN 	6550950	November 9, 2021
Cardio Partners, Inc.	HEARTSMART (DESIGN) 	5815248 ⁴	July 23, 2019
Cardio Partners, Inc.	HEARTSMART.COM	5583549 ⁵	October 16, 2018
Allied 100, LLC	MAINTENANCE MINDER	4493757 ⁶	March 11, 2014

² This registration will not be renewed.

³ This registration will not be renewed.

⁴ This registration will not be renewed.

⁵ This registration will likely not be renewed.

⁶ This registration will not be renewed.

Owner	Trademark	Registration No.	Registration Date
Cardio Partners, Inc.	RESPONDER	4016419	August 23, 2011
Sarnova HC, LLC	SARNOVA	3995115	7/12/2011
Sarnova HC, LLC	SARNOVA AND DESIGN 	6386818	June 15, 2021
Sarnova HC, LLC	SCHOOL KIDS HEALTHCARE	5190557 ⁷	4/25/2017
Cardio Partners, Inc.	SHOK BOX	5145677	February 21, 2017
Sarnova HC, LLC	TITANCARE	3965097	5/24/2011
Tri-anim Health Services, Inc.	TRI-ANIM	3557324	1/6/2009
Tri-anim Health Services, Inc.	TRI-ANIM AND FLAG DESIGN 	6432131	07/27/2021
Tri-anim Health Services, Inc.	TRI-ANIM HEALTH SERVICES	6432964	07/27/2021
Tri-anim Health Services, Inc.	VibraPEP	5192975	4/25/2017
Bound Tree Medical, LLC	YOUR PARTNER IN EMS	6432135	07/27/2021

⁷ This registration will not be renewed.