

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854334

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARGON MEDICAL DEVICES, INC		09/12/2019	Corporation: DELAWARE
ARGON MEDICAL DEVICES BIOCOATINGS CORP.		09/12/2019	Corporation: NEW YORK
MEDICAL DEVICE TECHNOLOGIES, INC.		09/12/2019	Corporation: DELAWARE
MANAN MEDICAL PRODUCTS, INC.		09/12/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	HSBC BANK USA, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	2929 Walden Avenue, Location C-112
City:	Depew
State/Country:	NEW YORK
Postal Code:	14043
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2172305	SLIP-COAT
Registration Number:	5174607	ARGON MEDICAL DEVICES
Registration Number:	4998777	FIRSTSTIC
Registration Number:	4871208	CLEANER XT
Registration Number:	5008451	ARGON
Registration Number:	4530304	CLEANER 15
Registration Number:	4060694	ULTRASTREAM
Registration Number:	3819200	OPTION
Registration Number:	3026875	TLAB
Registration Number:	2986513	FLEXCORE
Registration Number:	2903346	US BIOPSY
Registration Number:	2754599	USBIOPSY
Registration Number:	2084417	FIRST PICC
Registration Number:	1147579	ARGON

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Property Type	Number	Word Mark
Registration Number:	3176575	MANAN
Registration Number:	3763683	POWER OF THREE
Registration Number:	4279968	PRO-MAG
Registration Number:	4096898	ATRIEVE
Registration Number:	3999441	ATRIEVE VASCULAR SNARE
Registration Number:	3780126	ACCURA
Registration Number:	3449979	T-LOK
Registration Number:	3548195	V-STICK
Registration Number:	2893530	V-MARK
Registration Number:	2804645	BIOPINCE
Registration Number:	2843923	MAXI-CELL
Serial Number:	86755264	GUARD

CORRESPONDENCE DATA

Fax Number: 6173417701
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: 16173417721
Email: michelle.bramwell@morganlewis.com
Correspondent Name: Michelle Bramwell
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Michelle Bramwell
SIGNATURE:	/Michelle Bramwell/
DATE SIGNED:	11/17/2023

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of September 12, 2019 by and among ARGON MEDICAL DEVICES, INC., a Delaware corporation (“*Argon*”), ARGON MEDICAL DEVICES BIOCOATINGS CORP., a New York corporation (“*Biocoatings*”), MEDICAL DEVICE TECHNOLOGIES, INC., a Delaware corporation (“*Medical*”), MANAN MEDICAL PRODUCTS, INC., a Delaware corporation (“*Manan*”, together with Argon, Biocoatings and Medical, collectively, the “*Grantors*”, and each individually, a “*Grantor*”), and HSBC BANK USA, NATIONAL ASSOCIATION, as Collateral Agent (the “*Trademark Security Agreement*”).

WHEREAS, each Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ARGON MEDICAL DEVICES HOLDINGS, INC. (the “*Borrower*”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and HSBC BANK USA, NATIONAL ASSOCIATION, as Administrative Agent, are parties to a Credit Agreement, dated as of August 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to (i) a Security Agreement, dated as of September 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Borrower, the Guarantors party thereto and HSBC BANK USA, NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, each Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of such 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 now owned or existing or hereafter acquired or arising:

- (i) each United States Trademark constituting Recordable Intellectual Property owned by each Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License constituting Recordable Intellectual Property to which each Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and
- (iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL TO THE EXTENT SUCH TRADEMARK COLLATERAL CONSTITUTES RECORDABLE INTELLECTUAL PROPERTY.

Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions (including, without limitation, making of all filings) as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THIS TRADEMARK SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED IN, AND SHALL BE DEEMED TO HAVE BEEN MADE IN, NEW YORK AND SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

**ARGON MEDICAL DEVICES, INC.
ARGON MEDICAL DEVICES BIOCOATINGS
CORP.
MEDICAL DEVICE TECHNOLOGIES, INC.
MANAN MEDICAL PRODUCTS, INC.**

By: 
Name: George Leondis
Title: President and Chief Executive Officer

Acknowledged:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: Jackson Hui
Title: AUP

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
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**Schedule 1
to Trademark Security Agreement**

TRADEMARKS

No.	Trademark	Owner	App. No. / Serial No.	App. Date	Reg. No.	Reg. Date
1.	SLIP-COAT	ARGON MEDICAL DEVICES BIOCOATINGS CORP.	75171810	25-SEP-1996	2172305	14-JUL-1998
2.	ARGON MEDICAL DEVICES	ARGON MEDICAL DEVICES, INC.	86917386	23-FEB-2016	5174607	04-APR-2017
3.	GUARD	ARGON MEDICAL DEVICES, INC.	86755264	13-SEP-2015		
4.	FIRSTSTIC	ARGON MEDICAL DEVICES, INC.	86290870	23-MAY-2014	4998777	12-JUL-2016
5.	CLEANER XT	ARGON MEDICAL DEVICES, INC.	86127774	24-NOV-2013	4871208	15-DEC-2015
6.	ARGON	ARGON MEDICAL DEVICES, INC.	86119210	14-NOV-2013	5008451	26-JUL-2016
7.	CLEANER 15	ARGON MEDICAL DEVICES, INC.	85700154	09-AUG-2012	4530304	13-MAY- 2014
8.	ULTRASTREAM	ARGON MEDICAL DEVICES, INC.	77950805	04-MAR-2010	4060694	22-NOV-2011
9.	OPTION	ARGON MEDICAL DEVICES, INC.	77615506	17-NOV-2008	3819200	13-JUL-2010
10.	TLAB	ARGON MEDICAL DEVICES, INC.	78395719	02-APR-2004	3026875	13-DEC-2005
11.	FLEXCORE	ARGON MEDICAL DEVICES, INC.	78392503	29-MAR-2004	2986513	16-AUG-2005
12.	US BIOPSY	ARGON MEDICAL DEVICES, INC.	78296208	04-SEP-2003	2903346	16-NOV-2004
13.	USBIOPSY	ARGON MEDICAL DEVICES, INC.	76415025	30-MAY-2002	2754599	19-AUG-2003
14.	FIRST PICC	ARGON MEDICAL DEVICES, INC.	74637602	23-FEB-1995	2084417	29-JUL-1997
15.	ARGON	ARGON MEDICAL DEVICES, INC.	73225640	01-AUG-1979	1147579	24-FEB-1981
16.	MANAN	MANAN MEDICAL PRODUCTS, INC.	78735673	18-OCT-2005	3176575	28-NOV-2006
17.	POWER OF THREE	ARGON MEDICAL DEVICES, INC.	77190693	25-MAY-2007	3763683	23-MAR- 2010

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18.	PRO-MAG	ARGON MEDICAL DEVICES, INC.	85687610	26-JUL-2012	4279968	22-JAN-2013
19.	ATRIEVE	ARGON MEDICAL DEVICES, INC.	85154902	18-OCT-2010	4096898	07-FEB-2012
20.	ATRIEVE VASCULAR SNARE	ARGON MEDICAL DEVICES, INC.	85038135	13-MAY-2010	3999441	19-JUL-2011
21.	ACCURA	ARGON MEDICAL DEVICES, INC.	77688545	11-MAR-2009	3780126	27-APR-2010
22.	T-LOK	ARGON MEDICAL DEVICES, INC.	76662323	28-JUN-2006	3449979	17-JUN-2008
23.	V-STICK	ARGON MEDICAL DEVICES, INC.	78527468	06-DEC-2004	3548195	16-DEC-2008
24.	V-MARK	MEDICAL DEVICE TECHNOLOGIES, INC.	78313702	15-OCT-2003	2893530	12-OCT-2004
25.	BIOPINCE	ARGON MEDICAL DEVICES, INC.	76502092	21-MAR-2003	2804645	13-JAN-2004
26.	MAXICELL	ARGON MEDICAL DEVICES, INC.	78163731	13-SEP-2002	2843923	18-MAY- 2004

TRADEMARK APPLICATIONS

None.

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