

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omar Medical Supplies, LLC		11/29/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BMO Bank N.A.		
Street Address:	320 S. Canal Street, 15th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3094441	OMAR	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	312-977-4400		
Email:	tefiester@nixonpeabody.com		
Correspondent Name:	Elizabeth W. Baio		
Address Line 1:	70 West Madison Street, Suite 5200		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	295026-000028		
NAME OF SUBMITTER:	Elizabeth W. Baio		
SIGNATURE:	/Elizabeth W. Baio/		
DATE SIGNED:	12/01/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is made as of this 29th day of November, 2023 by Omar Medical Supplies, LLC, a Delaware limited liability company (the “*Grantor*”), in favor of BMO Bank N.A. (“*Bank*”).

W I T N E S S E T H

WHEREAS, Grantor and Bank are parties to (i) that certain Credit Agreement dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the “*Credit Agreement*”) providing for the extensions of credit to be made to Grantor by Bank and (ii) that certain Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”); and

WHEREAS, to secure the complete and timely payment and satisfaction of the Obligations (as defined in the Credit Agreement) and the Secured Obligations (as defined in the Security Agreement), Grantor has granted to Bank, for its benefit and the benefit of Bank, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter created, acquired, or arising software, patents, trademarks, tradestyles, copyrights, and all other intellectual property rights, including all applications, registration, and licenses therefor, and all goodwill of the business connected therewith or represented thereby and all products and proceeds thereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, the Grantor hereby grants to Bank, for the benefit of itself, and hereby reaffirms its grant under the Security Agreement, of a continuing first priority security interest in all of the Grantor’s rights, title and interests in and to the following property of the Grantor, whether now owned or existing or hereafter created, acquired or arising:

(i) all United States and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a’s, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by the Grantor (other than such asset which qualify as Excluded Assets), all applications, registrations and recordings for any of the foregoing including, but not limited to: (a) the applications, registrations and recordings thereof, including, without limitation, those referred to in Schedule 1 hereto; (b) all reissues, extensions or renewals of any of the foregoing; (c) all goodwill of the business symbolized by the foregoing; (d) all customer lists, formulae and other records of the

Grantor relating to the distribution of products and services in connection with which any of the foregoing are used; (e) the right to sue for all past, present and future infringements of any of the foregoing; and (f) all common law and other rights throughout the world in and to all of the foregoing (collectively, the “*Trademarks*”);

(ii) all products and proceeds of any Trademarks and any and all proceeds of the foregoing described in this Section 2.

3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by electronic transmission shall bind the parties hereto.

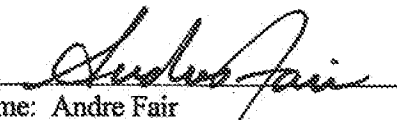
5. Governing Law; Jurisdiction; Venue. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Illinois, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction. THE PROVISIONS OF SECTIONS 9.17 and 9.18 OF THE CREDIT AGREEMENT SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS*.

[Signatures to appear on following page]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered, as of the date and year first above written.

GRANTOR:


OMAR MEDICAL SUPPLIES, LLC

By: 
Name: Andre Fair
Title: President

[Signature Page to IP Security Agreement]

AGREED TO AND ACKNOWLEDGED:

BMO BANK N.A.

By: 
Name: Emily Marshall
Title: Vice President

SCHEDULE 1

Trademarks

Description of Intellectual Property	Registration Number	Date of Registration
OMAR	3094441	May 16, 2006