

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865148

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|---|---|--------------------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MAGNOLIA MEDICAL TECHNOLOGIES, INC. | | 12/29/2023 | Corporation: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | SYMBIOTIC CAPITAL AGENCY LLC, AS ADMINISTRATIVE AGENT | | |
| Street Address: | 2049 Century Park East, Suite 1940 | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90067 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6449149 | ISDT | |
| Registration Number: | 4672842 | STERIPATH | |
| Registration Number: | 4551665 | MAGNOLIA | |
| Registration Number: | 5405153 | INITIAL SPECIMEN DIVERSION DEVICE | |
| Registration Number: | 6449150 | TOTAL SPECIMEN INTEGRITY | |
| Registration Number: | 6463913 | INITIAL SPECIMEN DIVERSION TECHNIQUE | |
| Registration Number: | 5444848 | ISDD | |
| Registration Number: | 6579277 | MISSION TO ZERO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6505657100 | | |
| <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: | 6505657022 | | |
| Email: | kceron@sidley.com | | |
| Correspondent Name: | Karla Ceron | | |
| Address Line 1: | 1001 Page Mill Road, Building 1 | | |
| Address Line 4: | Palo Alto, CALIFORNIA 94304 | | |
| ATTORNEY DOCKET NUMBER: | 102529-30050 | | |
| NAME OF SUBMITTER: | Karla Ceron | | |

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| | |
|---|-------------|
| SIGNATURE: | /karlacion/ |
| DATE SIGNED: | 01/02/2024 |
| Total Attachments: 5 source=03B Trademark Security Agreement - Magnolia Medical Technologies (12.29.2023)#page1.tif source=03B Trademark Security Agreement - Magnolia Medical Technologies (12.29.2023)#page2.tif source=03B Trademark Security Agreement - Magnolia Medical Technologies (12.29.2023)#page3.tif source=03B Trademark Security Agreement - Magnolia Medical Technologies (12.29.2023)#page4.tif source=03B Trademark Security Agreement - Magnolia Medical Technologies (12.29.2023)#page5.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2023 (“*Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of Symbiotic Capital Agency 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 of December 29, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, 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 all of the following property now owned or at any time hereafter acquired by such Trademark Grantor or in which such Trademark 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 Trademark 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 prior to the filing of an “Amendment to Allege Use” or a “Statement of Use” pursuant to Sections 1(c) or 1(d) of the Lanham Act or equivalent statutes of any relevant jurisdiction or any applicable Law or principles of equity, 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, render void or voidable, or result in the cancellation of, such “intent-to-use” trademark or service mark application under applicable federal Law or equivalent statutes of any relevant jurisdiction or any applicable Law or principles of equity;

(b) to the extent not covered by **clause (a)**, all income, fees, royalties, damages or other payments now or hereafter due and payable with respect to any of the foregoing;

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

(d) to the extent not covered by **clause (a)**, all causes of action for past, present, or future infringement or other violation of any such 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 with the United States Patent and Trademark Office or any foreign or local equivalent thereof in any jurisdiction.


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 WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

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.

MAGNOLIA MEDICAL TECHNOLOGIES, INC.

By: 

Name: Gregory J. Bullington
Title: CEO

Address: 220 W. Mercer St., Suite 100
Seattle, WA 98119
Attn: Gregory Bullington
Email: greg.bullington@magnolia-medical.com

Accepted and Agreed:

SYMBIOTIC CAPITAL AGENCY LLC, as the Administrative Agent

By _____
Name: Himani Bhalla
Title: Authorized Signatory

Address:

2049 Century Park East, Suite 1940
Los Angeles, CA 90067
Attn: Himani Bhalla
Email: legal@symbcap.com

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008306 FRAME: 0005

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.

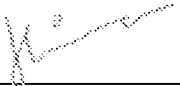
MAGNOLIA MEDICAL TECHNOLOGIES, INC.

By: _____
Name:
Title:

Address: 220 W. Mercer St., Suite 100
Seattle, WA 98119
Attn: Gregory Bullington
Email: greg.bullington@magnolia-medical.com

Accepted and Agreed:

SYMBIOTIC CAPITAL AGENCY LLC, as the Administrative Agent

By:  _____
Name: Himani Bhalla
Title: Authorized Signatory

Address:

2049 Century Park East, Suite 1940
Los Angeles, CA 90067
Attn: Himani Bhalla
Email: legal@symbcap.com

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008306 FRAME: 0006

TRADEMARKSTrademark Registrations and Applications

| Trademark | Reg. No. (App. No.) | Reg. Date (App. Date) | Owner |
|---|------------------------|--------------------------|--|
| ISDT | 6449149 | 8/10/2021 | MAGNOLIA MEDICAL TECHNOLOGIES, INC. |
| STERIPATH | 4672842 | 1/13/2015 | MAGNOLIA MEDICAL TECHNOLOGIES, INC. |
| MAGNOLIA | 4551665 | 6/17/2014 | MAGNOLIA MEDICAL TECHNOLOGIES, INC. |
| INITIAL SPECIMEN DIVERSION DEVICE | 5405153 | 2/20/2018 | MAGNOLIA MEDICAL TECHNOLOGIES, INC. |
| TOTAL SPECIMEN INTEGRITY | 6449150 | 8/10/2021 | MAGNOLIA MEDICAL TECHNOLOGIES, INC. |
| INITIAL SPECIMEN DIVERSION TECHNIQUE | 6463913 | 8/24/2021 | MAGNOLIA MEDICAL TECHNOLOGIES, INC. |
| ISDD | 5444848 | 4/10/2018 | MAGNOLIA MEDICAL TECHNOLOGIES, INC. |
| MISSION TO ZERO | 6579277 | 12/7/2021 | MAGNOLIA MEDICAL TECHNOLOGIES, INC. |