

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869131

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARTIVION, INC.		01/18/2024	Corporation: DELAWARE
Ascyrus Medical, LLC		01/18/2024	Limited Liability Company: FLORIDA
On-X Life Technologies, Inc.		01/18/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION, as Collateral Agent		
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6075051	ASCYRUS MEDICAL	
<b>Registration Number:</b>	4695654	CHORD-X	
<b>Registration Number:</b>	2242109	CRYOARTERY	
<b>Registration Number:</b>	4213691	CRYOLIFE	
<b>Registration Number:</b>	3696947	LIFE RESTORING TECHNOLOGIES	
<b>Registration Number:</b>	4752196	PHOTOFIX	
<b>Registration Number:</b>	3945442	THE IDEAL VALVE	
<b>Registration Number:</b>	7154145	A	
<b>Registration Number:</b>	1960838	BIOGLUE	
<b>Registration Number:</b>	2099712	CARDIOGENESIS	
<b>Registration Number:</b>	2697962	CRYOGRAFT	
<b>Registration Number:</b>	1886714	CRYOKIDS	
<b>Registration Number:</b>	2992247	CRYOKIDS	
<b>Registration Number:</b>	1357365	CRYOLIFE	
<b>Registration Number:</b>	1628243	CRYOPAK	
<b>Registration Number:</b>	2641115	CRYOPATCH	
<b>Registration Number:</b>	1719303	CRYOVALVE	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Registration Number:	1760564	CRYOVEIN
Registration Number:	1993995	ON-X
Registration Number:	2107844	ON-X
Registration Number:	1357366	
Registration Number:	2114813	SOLOGRIP
Registration Number:	1935707	SYNERGRAFT
Registration Number:	3945441	THE IDEAL PATCH
Registration Number:	3772286	THE NATURAL CHOICE
Registration Number:	3149576	BIOFOAM

**CORRESPONDENCE DATA**

**Fax Number:** 6175269899

*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:** 617.526.9883

**Email:** ypan@proskauer.com

**Correspondent Name:** Garret Podolan

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** One International Place

**Address Line 4:** Boston, MASSACHUSETTS 02110-2600

<b>ATTORNEY DOCKET NUMBER:</b>	(11668.654)
<b>NAME OF SUBMITTER:</b>	Garret Podolan
<b>SIGNATURE:</b>	/Garret Podolan/
<b>DATE SIGNED:</b>	01/18/2024

**Total Attachments: 7**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of January 18, 2024 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “Grantor” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of ARES CAPITAL CORPORATION, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Pledge and Security Agreement dated as of January 18, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

#### **Section 2.1 Grant of Security.**

Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all Trademarks of such Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”) as collateral security for the Secured Obligations: all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

## **Section 2.2 Certain Limited Exclusions.**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (a) any "intent-to-use" trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

## **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

## **SECTION 4. Recordation**

Each Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

## **SECTION 5. Governing Law, Etc.**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

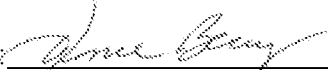
## **SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

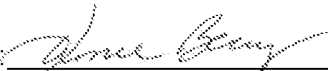
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

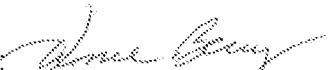
**ARTIVION, INC.**

By:   
Name: Lance A. Berry  
Title: Executive Vice President, Chief Financial Officer and Treasurer

**ASCYRUS MEDICAL, LLC**

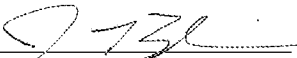
By:   
Name: Lance A. Berry  
Title: President & Chief Financial Officer

**ON-X LIFE TECHNOLOGIES, INC.**

By:   
Name: Lance A. Berry  
Title: President & Chief Financial Officer

Accepted and Agreed:

**ARES CAPITAL CORPORATION,**  
as Agent

By:   
Name: Joshua Bloomstein  
Title: Authorized Signatory

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Owner/Grantor</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Application/ Registration No.</b>	<b>Status</b>
Ascyrus Medical, LLC	ASCYRUS MEDICAL	US	88/695,405 // 6,075,051	Registered
On-X Life Technologies, Inc.	CHORD-X	US	86/345,369 // 4,695,654	Registered
ARTIVION, INC.	CRYOARTERY	US	75/378,228 // 2,242,109	Registered
ARTIVION, INC.	CRYOLIFE	US	85/547,006 // 4,213,691	Registered
ARTIVION, INC.	LIFE RESTORING TECHNOLOGIES	US	77/604,154 // 3,696,947	Registered
ARTIVION, INC.	PHOTOFIX	US	85/491,786 // 4,752,196	Registered
ARTIVION, INC.	THE IDEAL VALVE	US	77/884,097 // 3,945,442	Registered
Artivion, Inc.	A & Design	US	97/359,249 // 7,154,145	Registered
ARTIVION, INC.	BIOGLUE	US	74/484,547 // 1,960,838	Registration Renewed
ARTIVION, INC.	CARDIOGENESIS	US	74/510,959 // 2,099,712	Registration Renewed
ARTIVION, INC.	CRYOGRAFT	US	78/135,501 // 2,697,962	Registration Renewed
ARTIVION, INC.	CRYOKIDS	US	74/423,404 // 1,886,714	Registration Renewed
ARTIVION, INC.	CRYOKIDS	US	78/441,606 // 2,992,247	Registration Renewed
ARTIVION, INC.	CRYOLIFE	US	73/521,150 // 1,357,365	Registration Renewed
ARTIVION, INC.	CRYOPAK	US	73/616,917 // 1,628,243	Registration Renewed
ARTIVION, INC.	CRYOPATCH	US	78/067,618 // 2,641,115	Registration Renewed
ARTIVION, INC.	CRYOVALVE	US	74/104,979 // 1,719,303	Registration Renewed
ARTIVION, INC.	CRYOVEIN	US	74/104,978 // 1,760,564	Registration Renewed
ARTIVION, INC.	ON-X	US	74/556,531 // 1,993,995	Registration Renewed
ARTIVION, INC.	ON-X	US	75/069,206 // 2,107,844	Registration Renewed
ARTIVION, INC.	Ring of Life Design	US	73/521,151 // 1,357,366	Registration Renewed
ARTIVION, INC.	SOLOGRIP	US	75/130,236 // 2,114,813	Registration Renewed
ARTIVION, INC.	SYNERGRAFT	US	74/155,469 // 1,935,707	Registration Renewed



Owner/Grantor	Mark	Jurisdiction	Application/ Registration No.	Status
ARTIVION, INC.	THE IDEAL PATCH	US	77/884,096 // 3,945,441	Registration Renewed
ARTIVION, INC.	THE NATURAL CHOICE	US	77/424,243 // 3,772,286	Registration Renewed
ARTIVION, INC.	BIOFOAM	US	78/424,913 // 3,149,576	Registration Renewed