

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nexcore Technology, LLC		07/03/2017	Limited Liability Company: DELAWARE
Meditron Devices, LLC		07/03/2017	Limited Liability Company: NEW JERSEY
Phase 2 Medical Manufacturing, Inc.		07/03/2017	Corporation: NEW HAMPSHIRE
Sontek Holdings, LLC		07/03/2017	Limited Liability Company: NEW HAMPSHIRE
Phase 2 Mexico, LLC		07/03/2017	Limited Liability Company: NEW HAMPSHIRE
Nexcore Holdings, LLC		07/03/2017	Limited Liability Company: DELAWARE
P2 Acquisition Holdco, Inc.		07/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 New York Plaza, 17th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2879390	NEXCORE	
Registration Number:	3269706	SAFELOG	
Registration Number:	3164531	BRONCH-SAFE	
Registration Number:	1328340	TRACH-SAFE	
Registration Number:	3164529	SUCTION SAFE	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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>			

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Phone: 619-699-2700
Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 401 B Street, Suite 1700
Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER: Matt Schwartz

SIGNATURE: /s/ Matt Schwartz

DATE SIGNED: 07/03/2017

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") is entered into as of July 3, 2017 by and among Nexcore Technology, LLC, a Delaware limited liability company (the "Company"), Meditron Devices, LLC, a New Jersey limited liability company ("Meditron"), Phase 2 Medical Manufacturing, Inc., a New Hampshire corporation ("Phase 2"), Sontek Holdings, LLC, a New Hampshire limited liability company ("Sontek") and Phase 2 Mexico, LLC, a New Hampshire limited liability company ("Phase 2 Mexico") and collectively with the Company, Meditron, Phase 2 and Sontek, as the "Borrowers", Nexcore Holdings, LLC, a Delaware limited liability company ("Holdings"), P2 Acquisition Holdco, Inc., a Delaware corporation ("Intermediate Holdings", together with the Borrowers, Holdings and Intermediate Holdings, each a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A. (the "Lender"), on behalf of the Lender and the other Secured Parties.

PRELIMINARY STATEMENT

WHEREAS, the Grantors and the Lender have entered into that certain Credit Agreement dated as of July 3, 2017 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered that certain Security Agreement dated July 3, 2017, in favor of the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in Section 1 below) of the Grantors and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms Defined in Credit Agreement or Security Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Lender, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the Patents set forth in Schedule A hereto;
- (ii) the Trademarks set forth in Schedule B hereto;
- (iii) the Copyrights set forth in Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of subclauses (i)-(v) above.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by the Grantors under this IP Security Agreement secures the payment of all Obligations of each Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

NEXCORE TECHNOLOGY, LLC

By: Carlo W. Colasanti
Name: CARLO W. COLOSANTI
Title: PRESIDENT

MEDITRON DEVICES, LLC

By: Carlo W. Colasanti
Name: CARLO W. COLOSANTI
Title: PRESIDENT

PHASE 2 MEDICAL MANUFACTURING, INC.

By: Carlo W. Colasanti
Name: CARLO W. COLOSANTI
Title: PRESIDENT

SONTEK HOLDINGS, LLC

By: Carlo W. Colasanti
Name: CARLO W. COLOSANTI
Title: PRESIDENT

PHASE 2 MEXICO, LLC

By: Carlo W. Colasanti
Name: CARLO W. COLOSANTI
Title: PRESIDENT

NEXCORE HOLDINGS, LLC

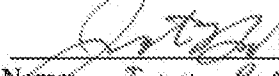
By: Carlo W. Colasanti
Name: CARLO COLOSANTI
Title: PRESIDENT, CEO

P2 ACQUISITION HOLDCO, INC.

By: Carlo W. Colasanti
Name: CARLO W. COLOSANTI
Title: PRESIDENT

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Jessie Balk
Title: Authorized Officer

Schedule A

PATENTS

<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Auxiliary antenna array for system for detecting foreign objects in a surgical patient	US 7,589,634 B2	9/15/2009

PATENT APPLICATIONS

<u>Patent Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
N/A	N/A	N/A

Schedule B

TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
NEXCORE	8/31/2004	2879390
SAFELOG	7/24/2007	3269706
Bronch-Safe	10/31/2006	3,164,531
Trach-Safe	4/2/1985	1,328,340
Suction Safe	10/31/2006	3,164,529

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
N/A	N/A	N/A

INTERNATIONAL TRADEMARKS

N/A

Schedule C

COPYRIGHTS

<u>Copyright</u>	<u>Registration Date</u>	<u>Registration Number</u>
N/A	N/A	N/A

COPYRIGHT APPLICATIONS

<u>Copyright Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
N/A	N/A	N/A