

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOCARE MEDICAL LLC		08/25/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	488 Madison Ave., 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4162167	PULMOPANEL	
Registration Number:	3793629	INTELLIPATH FLX	
Registration Number:	3803676	PIN-4	
Registration Number:	3986324	RISH	
Serial Number:	87485352	VALENT	
Serial Number:	87537548	BIOCARE	
Serial Number:	87537543	BIOCARE	
Serial Number:	87537538	BIOCARE	
Serial Number:	87537532	BIOCARE	
Serial Number:	87537522	BIOCARE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		

CH \$265.00 4162167

Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	385629-00052
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	08/25/2017
Total Attachments: 5 source=varagon biocare trademark security agreement 2017 final (EXECUTED)#page1.tif source=varagon biocare trademark security agreement 2017 final (EXECUTED)#page2.tif source=varagon biocare trademark security agreement 2017 final (EXECUTED)#page3.tif source=varagon biocare trademark security agreement 2017 final (EXECUTED)#page4.tif source=varagon biocare trademark security agreement 2017 final (EXECUTED)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 25, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC (“Varagon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 25, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Biocare Medical LLC, a California limited liability company (the “Borrower”), the other Loan Parties, the Lenders and Varagon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, excluding any Excluded Property, as defined in the Guaranty and Security Agreement (the “Trademark Collateral”):

(a) all of its Trademarks and all material IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

BIOCARE MEDICAL LLC

as Grantor

By: 
Name: Justin Uncert
Title: Treasurer

ACCEPTED AND AGREED

as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,

as Administrative Agent

By: VARAGON CAPITAL PARTNERS, L.P., its Sole Member

By: _____

Name: Zeshan Ashfaq

Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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


BIOCARE MEDICAL, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: VARAGON CAPITAL PARTNERS, L.P., its Sole Member

By: 
Name: Zeshan Ashfaq
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Owner	Name	Jurisdiction	Reg. No.	App. No.	Reg. Date	App. Date
Biocare Medical LLC	PULMOPANEL	USA	4162167	85285405	6/19/2012	4/4/2011
Biocare Medical LLC	INTELLIPATH FLX	USA	3793629	77349622	5/25/2010	12/11/2007
Biocare Medical LLC	PIN-4	USA	3803676	77408125	6/15/2010	2/28/2008
Biocare Medical LLC	RISH	USA	3986324	77791520	6/28/2011	7/28/2009
Biocare Medical LLC	VALENT	USA	N/A	87485352	N/A	6/13/2017
Biocare Medical LLC	BIOCARE	USA	N/A	87537548	N/A	7/21/2017
Biocare Medical LLC	BIOCARE	USA	N/A	87537543	N/A	7/21/2017
Biocare Medical LLC	BIOCARE	USA	N/A	87537538	N/A	7/21/2017
Biocare Medical LLC	BIOCARE	USA	N/A	87537532	N/A	7/21/2017
Biocare Medical LLC	BIOCARE	USA	N/A	87537522	N/A	7/21/2017