

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valant Medical Solutions, Inc.		04/08/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	TPG Specialty Lending, Inc., as collateral agent		
Street Address:	301 Commerce Street		
Internal Address:	Suite 3300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5647881	VALANT	
Registration Number:	5647884	V VALANT	
Serial Number:	88028617	VALANT PLATFORM	
Serial Number:	88304200	VALANT IO	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	079464-0133		
NAME OF SUBMITTER:	Scott Kareff (079464-0133)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	04/08/2019		

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Total Attachments: 3

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GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Valant Medical Solutions, Inc. and certain of its Subsidiaries (each individually a "Grantor" and collectively the "Grantors") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated April 8, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TPG Specialty Lending, Inc., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and permitted assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. The provisions of this agreement are supplemental to the provisions of the Security Agreement, and in the event of any conflict between any provision of this agreement and a provision in the Security Agreement, such provision of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 8, 2019.

VALANT MEDICAL SOLUTIONS, INC.

By: 
Name: Mary Fischer
Title: Vice President of Finance

EXECUTION VERSION

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Company</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Valant Medical Solutions, Inc.	VALANT (standard character mark)	5,647,881	May 21, 2018	January 8, 2019
Valant Medical Solutions, Inc.	V VALANT (stylized)  Description of Mark: Color is not claimed as a feature of the mark. The mark consists of the large stylized letter "V" to the left of the smaller stylized wording "VALANT" with a macron over the letter "A".	5,647,884	May 21, 2018	January 8, 2019
Valant Medical Solutions, Inc.	VALANT PLATFORM (standard character mark)	88/028/617	July 6, 2018	N/A
Valant Medical Solutions, Inc.	VALANT IO (standard character mark)	88/304,200	February 15, 2019	N/A