

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522492

<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>
Surgical Specialties Corporation		05/07/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital One, National Association, as Administrative Agent		
<b>Street Address:</b>	2 Bethesda Metro Center		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4486051	CLEAR CONTROL 3D	
<b>Registration Number:</b>	2967366	DERMA GLIDE	
<b>Registration Number:</b>	1462665	LOOK	
<b>Registration Number:</b>	1142387	M.E.T.	
<b>Registration Number:</b>	3059074	MSP	
<b>Registration Number:</b>	3536744	PILOT TIP	
<b>Registration Number:</b>	2856378	POLYSYN FA	
<b>Registration Number:</b>	0863200	POLYVIOLENE	
<b>Registration Number:</b>	4539343	SHARPNESS IS ONE THING, CONTROL IS EVERY	
<b>Registration Number:</b>	5087549	SHARPOINT SOLO	
<b>Registration Number:</b>	5510106	SURGICAL SPECIALTIES CORPORATION	
<b>Registration Number:</b>	5510108	SURGICAL SPECIALTIES	
<b>Registration Number:</b>	3372709	THE SURGEON'S EDGE	
<b>Registration Number:</b>	5510107	SURGICAL SPECIALTIES CORPORATION	
<b>Registration Number:</b>	3173740	INFINITE EDGE	
<b>Registration Number:</b>	3500283	SHARPGUARD	
<b>Registration Number:</b>	3136533	MONODERM	
<b>Registration Number:</b>	3051529	INFINITE EDGE	
<b>TRADEMARK</b>			

OP \$965.00 4486051

Property Type	Number	Word Mark
Registration Number:	2964393	CLEARPORT
Registration Number:	3820056	QUILL
Registration Number:	3048213	STYLUS
Registration Number:	3048212	STYLUS
Registration Number:	2709946	CLEARTRAP
Registration Number:	2872200	POLYSYN
Registration Number:	2738444	ULTRAPLUG
Registration Number:	2967463	QUILL
Registration Number:	2293488	ULTRA GLIDE
Registration Number:	1776381	EYE GARTER
Registration Number:	1788836	SHARPTOME
Registration Number:	1928251	PRACTICERAT
Registration Number:	1856678	SMALLSTITCH
Registration Number:	1137798	SHARPOINT
Registration Number:	1127212	SHARPOINT
Registration Number:	1425636	SHARPOINT
Registration Number:	1509149	LUKENS
Serial Number:	88206037	CALIBER OPHTHALMICS
Serial Number:	88410925	TRUSTITCH
Serial Number:	88410931	TRUSTITCH VETERINARY SUTURES

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767

*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:** 312/876-7628

**Email:** linda.kastner@lw.com

**Correspondent Name:** Linda R. Kastner, c/o Latham & Watkins

**Address Line 1:** 330 N. Wabash Avenue

**Address Line 2:** Suite 2800

**Address Line 4:** Chicago, ILLINOIS 60611

<b>NAME OF SUBMITTER:</b>	Linda Kastner
<b>SIGNATURE:</b>	/lk/
<b>DATE SIGNED:</b>	05/07/2019

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

Trademark Security Agreement, dated as of May 7, 2019 (this “Trademark Security Agreement”), by SURGICAL SPECIALTIES CORPORATION, a Delaware corporation (the “Grantor”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of the date hereof (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 Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

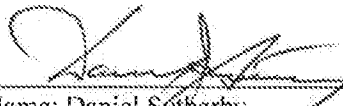
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies 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, the terms of which are incorporated herein by reference. 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 control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

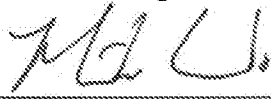
[Signature pages follow]

**SURGICAL SPECIALTIES CORPORATION**

By:   
Name: Daniel Sutherby  
Title: Chief Financial Officer, Treasurer and  
Secretary

[Signature Page to Trademark Security Agreement]

**CAPITAL ONE, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:   
Name: Matthew Corrado  
Title: Duly Authorized Signatory

**SCHEDULE I  
TRADEMARK REGISTRATIONS AND USE APPLICATIONS**

**U.S. Trademark Registrations:**

<b>Owner</b>	<b>Mark/Name</b>	<b>Registration Date</b>	<b>Registration No.</b>
Surgical Specialties Corporation	CLEAR CONTROL 3D	2/18/2014	4486051
Surgical Specialties Corporation	DERMA GLIDE	7/12/2005	2967366
Surgical Specialties Corporation	LOOK	10/27/1987	1462665
Surgical Specialties Corporation	M.E.T.	12/9/1980	1142387
Surgical Specialties Corporation	MSP	2/14/2006	3059074
Surgical Specialties Corporation	PILOT TIP	11/25/2008	3536744
Surgical Specialties Corporation	POLYSYN FA	6/22/2004	2856378
Surgical Specialties Corporation	POLYVIOLENE	1/7/1969	0863200
Surgical Specialties Corporation	SHARPNESS IS ONE THING, CONTROL IS EVERYTHING	5/27/2014	4539343
Surgical Specialties Corporation	SHARPOINT	7/15/1980	1137798
Surgical Specialties Corporation	SHARPOINT	12/4/1979	1127212
Surgical Specialties Corporation	SHARPOINT	1/20/1987	1425636
Surgical Specialties Corporation	SHARPOINT SOLO	11/22/2016	5087549

<b>Owner</b>	<b>Mark/Name</b>	<b>Registration Date</b>	<b>Registration No.</b>
Surgical Specialties Corporation	SURGICAL SPECIALTIES CORPORATION Standard Word Mark	7/3/2018	5510106
Surgical Specialties Corporation	SURGICAL SPECIALTIES Standard Character Mark	7/3/2018	5510108
Surgical Specialties Corporation	THE SURGEON'S EDGE	1/22/2008	3372709
Surgical Specialties Corporation	SURGICAL SPECIALTIES CORPORATION	7/3/2018	5510107
Surgical Specialties Corporation	INFINITE EDGE	11/21/2006	3173740
Surgical Specialties Corporation	SHARPGUARD	9/9/2008	3500283
Surgical Specialties Corporation	MONODERM	8/29/2006	3136533
Surgical Specialties Corporation	INFINITE EDGE	1/24/2006	3051529
Surgical Specialties Corporation	CLEARPORT	6/28/2005	2964393
Surgical Specialties Corporation	THE SURGEON'S EDGE	1/22/2008	3372709
Surgical Specialties Corporation	QUILL	7/20/2010	3820056
Surgical Specialties Corporation	STYLUS	1/24/2006	3048213
Surgical Specialties Corporation	STYLUS	1/24/2006	3048212
Surgical Specialties Corporation	CLEARTRAP	4/22/2003	2709946
Surgical Specialties Corporation	POLYSYN	8/10/2004	2872200



<b>Owner</b>	<b>Mark/Name</b>	<b>Registration Date</b>	<b>Registration No.</b>
Surgical Specialties Corporation	ULTRAPLUG	6/15/2003	2738444
Surgical Specialties Corporation	QUILL	7/12/2005	2967463
Surgical Specialties Corporation	ULTRA GLIDE	11/16/1999	2293488
Surgical Specialties Corporation	EYE GARTER	6/15/1993	1776381
Surgical Specialties Corporation	SHARPTOME	8/17/1993	1788836
Surgical Specialties Corporation	PRACTICERAT	10/17/1995	1928251
Surgical Specialties Corporation	SMALLSTITCH	10/4/1994	1856678
Surgical Specialties Corporation	SHARPOINT	7/15/1980	1137798
Surgical Specialties Corporation	SHARPOINT	12/4/1979	1127212
Surgical Specialties Corporation	SHARPOINT	1/20/1987	1425636
Surgical Specialties Corporation	LUKENS and Design	10/18/1988	1509149

**U.S. Trademark Applications:**

<b>Owner</b>	<b>Mark/Name</b>	<b>Application Date</b>	<b>Application No.</b>
Surgical Specialties Corporation	CALIBER OPHTHALMICS	11/26/2018	88206037
Surgical Specialties Corporation	TRUSTITCH	5/1/2019	88410925
Surgical Specialties Corporation	TRUSTITCH VETERINARY SUTURES	5/1/2019	88410931

**Canadian Trademark Registrations:**

<b>Owner</b>	<b>Mark/Name</b>	<b>Registration Date</b>	<b>Registration No.</b>
Surgical Specialties Corporation	SHARPOINT	8/22/1986	TMA317519
Surgical Specialties Corporation	THE SURGEON'S EDGE	1/13/2011	TMA787249
Surgical Specialties Corporation	IQ GEOMETRY	5/8/2009	TMA739724
Surgical Specialties Corporation	CONTOUR THREADS	3/7/2008	TMA709112

**Canadian Trademark Applications:**

None.