

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614145

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|---|--------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MB MEDICAL OPERATIONS, LLC | | 12/14/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | KKR LOAN ADMINISTRATION SERVICES LLC | | |
| Street Address: | 9 WEST 57TH STREET | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5890302 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3105572193 | | |
| <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: | 310-557-2900 | | |
| Email: | KLATHROP@PROSKAUER.COM | | |
| Correspondent Name: | PROSKAUER ROSE LLP | | |
| Address Line 1: | 2029 CENTURY PARK EAST, SUITE 2400 | | |
| Address Line 2: | C/O KIMBERLEY A. LATHROP | | |
| Address Line 4: | LOS ANGELES, CALIFORNIA 90067 | | |
| ATTORNEY DOCKET NUMBER: | 43082.111 | | |
| NAME OF SUBMITTER: | Kimberley A. Lathrop | | |
| SIGNATURE: | /Kimberley A. Lathrop/ | | |
| DATE SIGNED: | 12/14/2020 | | |
| Total Attachments: 6 | | | |
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2020 (this “Security Interest”), is made by MB Medical Operations, LLC, a Delaware limited liability company (the “Grantor”), in favor of KKR LOAN ADMINISTRATION SERVICES LLC, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with principal offices at 9 West 57th Street, New York, New York 10019 (the “Grantee”).

WHEREAS, the Grantor and Grantee have entered into those certain Credit Agreement, Security Agreement, and Pledge Agreement, each dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Documents”); and

WHEREAS, the Credit Documents require the Grantor to execute and deliver this Security Interest.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Documents, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Credit Documents.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations, the Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired, but excluding any Excluded Property (the “Trademark Collateral”):

- (i) all Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case including, without limitation, those referred to on Schedule A hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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.

As used herein, “Trademarks” shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by any Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by any Grantor, which are registered or filed in the United States Patent and Trademark Office, as well as any unregistered trademarks and service marks used by any Grantor, and any trade dress including logos, designs, fictitious business names and other business identifiers used by any Grantor; provided that in each case, “Trademarks” shall not include any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing 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, solely 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, or result in the voiding, of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Credit Documents. The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

SECTION 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee, Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Trademark Collateral.

SECTION 6. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof. The words “execute,” “execution,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Security Interest and the transactions contemplated hereby (including without limitation amendments or other modifications, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any other similar and applicable state laws based on the Uniform Electronic Transactions Act (e.g., www.docusign.com).

SECTION 7. Governing Law. This Security Interest and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York.


SECTION 8. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not (other than in accordance with the terms and

conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

MB MEDICAL OPERATIONS, LLC, as Grantor

By: 
Name: Efrain Duarte
Title: President and Chief Executive Officer


KKR LOAN ADMINISTRATION SERVICES
LLC,
as Collateral Agent and Grantee

By: _____
Name: _____
Title: _____

KKR LOAN ADMINISTRATION SERVICES
LLC, as Collateral Agent and Grantee

By: John Knox
Name: John Knox
Title: Authorized Signatory

SCHEDULE A

| <u>Owner</u> | <u>Trademark Title</u> | <u>Jurisdiction</u> | <u>Trademark Registration Number</u> | <u>Trademark Registration Date</u> | <u>Trademark Application Number</u> | <u>Trademark Application Date</u> |
|-------------------------------------|---|----------------------------|---|---|--|--|
| MB Medical Operations, LLC |  | USA | 5890302 | 22-Oct-2019 | 88381707 | 11-Apr- 2019 |