

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NextPhase Medical Devices LLC		05/21/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMorgan Bank, N.A.		
Street Address:	4 New York Plaza		
Internal Address:	17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5639231	DESIGN. BUILD. SERVICE. NEXTPHASE MEDICA	
Registration Number:	5639230	NEXTPHASE	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	05/21/2021		
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 May 21, 2021 by and between NextPhase Medical Devices LLC, a Delaware limited liability company (the “Grantor”), and JPMorgan Chase Bank, N.A. (the “Lender”).

PRELIMINARY STATEMENT

WHEREAS, the Grantor and the Lender have entered into that certain Amended and Restated Credit Agreement dated as of May 21, 2021 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”).

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other parties thereto have executed and delivered that certain Amended and Restated Security Agreement dated May 21, 2021, 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 Grantor has 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 Grantor and has 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, the 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. Grantor hereby grants to the Lender, for the ratable benefit of the Secured Parties, a security interest in all of the 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 the 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 Grantor under this IP Security Agreement secures the payment of all Obligations 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. 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. 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.

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IN WITNESS WHEREOF, the 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.

NEXTPHASE MEDICAL DEVICES LLC

By: 
Name: James DiVizio
Title: Chief Financial Officer, Treasurer and Assistant Secretary

c/o Kidd & Company LLC
1455 East Putnam Ave.
Old Greenwich, CT 06870
Fax: (203) 661-1839
Attention: Kenneth J. Heuer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: L. Zvaleuskas
Name: Leah Zvaleuskas
Title: Authorized Officer

JPMorgan Chase Bank, N.A.
4 New York Plaza, Floor 17
New York, NY 10004
Attention: Leah Zvaleuskas

Schedule A

PATENTS

None

PATENT APPLICATIONS

None

Schedule B

TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
DESIGN. BUILD. SERVICE. NEXTPHASE MEDICAL DEVICES LLC (Stylized)	12/25/2018	5639231
NEXTPHASE	12/25/2018	5639230

TRADEMARK APPLICATIONS

None.

INTERNATIONAL TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>	<u>Registration Number</u>
DESIGN. BUILD. SERVICE. NEXTPHASE MEDICAL DEVICES LLC (Stylized)	European Union	8/20/2018	017881645
DESIGN. BUILD. SERVICE. NEXTPHASE MEDICAL DEVICES LLC (Stylized)	United Kingdom	8/20/2018	UK00917881645

Schedule C

COPYRIGHTS

None

COPYRIGHT APPLICATIONS

None