

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pristine Surgical LLC		07/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Piney Lake Opportunities ECI Master Fund LP, as Agent		
Street Address:	Four Greenwich Office Park		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	Exempted Limited Partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5487425	BEYOND THE SCOPE	
Registration Number:	5476032	PRISTINE SURGICAL	
Serial Number:	90013935	INTERCHANGE	
Serial Number:	90013942	INTERCHANGE SURGICAL VISUALIZATION SYSTE	
Serial Number:	90013947	IVS	
Serial Number:	90013874	PRISTINE CONNECT	
Serial Number:	90627187	PRISTINE SURGICAL SEE BEYOND	
Serial Number:	88723446	SCOPES AS A SERVICE	
Serial Number:	88723449	SCOPES AS A SUBSCRIPTION	
Serial Number:	88723451	SEE BEYOND	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9669		
Email:	ypan@proskauer.com		
Correspondent Name:	Philip C. Kim		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		

CH \$265.00 5487425

Address Line 4:	Boston, MASSACHUSETTS 02110-2600
ATTORNEY DOCKET NUMBER:	38042-012
NAME OF SUBMITTER:	Philip C. Kim
SIGNATURE:	/Philip C. Kim/
DATE SIGNED:	07/06/2021
Total Attachments: 5 source=Pristine Surgical - Trademark Security Agreement Executed#page1.tif source=Pristine Surgical - Trademark Security Agreement Executed#page2.tif source=Pristine Surgical - Trademark Security Agreement Executed#page3.tif source=Pristine Surgical - Trademark Security Agreement Executed#page4.tif source=Pristine Surgical - Trademark Security Agreement Executed#page5.tif	

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This Grant of Security Interest in United States Trademarks, dated as of July 2, 2021 (this “Grant”), is made by the undersigned (the “Grantor”) in favor of PINEY LAKE OPPORTUNITIES ECI MASTER FUND LP (“Piney Lake”), in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacity, the “Agent”) pursuant to that certain Credit Agreement, dated as of July 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among PRISTINE SURGICAL LLC, a Delaware limited liability company (“Borrower”), the Guarantors from time to time party thereto, the Grantor, the Lenders from time to time party thereto, and Piney Lake, as Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Grant;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a security interest in, on and to all of its right, title and interest in, to and under all the following pledged Collateral of such Grantor, in each case excluding Excluded Assets (collectively, the “Trademark Collateral”):

- (a) all of its registered and applied for Trademarks, including, without limitation, those United States trademark registrations and applications listed on Schedule 1 attached hereto;
- (b) rights and privileges arising under applicable law with respect to such Grantor’s use of any of the foregoing;
- (c) Goodwill associated therewith;
- (d) renewals thereof;
- (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;
- (f) rights corresponding thereto throughout the world; and

(g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith.

Notwithstanding anything to the contrary contained in clauses (a) through (g), the first priority security interest (subject to Permitted Encumbrances) created by this Grant shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application, but only if and to the extent that the granting of a security interest in such application would result in the impairment of the validity or enforceability of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Assets, without further action on any party's part.

SECTION 3. Security Agreement. The security interest granted pursuant to this Grant is granted in conjunction with and not in limitation of the security interest granted to the Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Grant is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. [Reserved].

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Grant.


SECTION 6. Counterparts. This Grant and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Grant by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Grant.

SECTION 7. Governing Law. This Grant shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of this page intentionally left blank]


IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date
hereof.

PRISTINE SURGICAL LLC, as Grantor

DocuSigned by:
By: 
Name: Bryan Lord
Title: Chief Executive Officer

**PINEY LAKE OPPORTUNITIES ECI
MASTER FUND LP**, a Cayman Islands exempted
limited partnership, as Agent

By: Piney Lake Capital Management LP, as Advisor

By: 
Name: Michael B. Lazar
Title: President

SCHEDULE 1
to
GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Registrant	Title	Application Number	Application Date	Registration Number	Registration Date
Pristine Surgical LLC	BEYOND THE SCOPE	87/230,958	09-Nov-2016	5487425	05-Jun-2018
Pristine Surgical LLC	PRISTINE SURGICAL	86/934,442	09-Mar-2016	5476032	22-May-2018

United States Trademark Applications:

Applicant	Title	Application Number	Application Date	Registration Number	Registration Date
Pristine Surgical LLC	INTERCHANGE	90013935	22-Jun-2020		
Pristine Surgical LLC	INTERCHANGE SURGICAL VISUALIZATION SYSTEM	90013942	22-Jun-2020		
Pristine Surgical LLC	IVS	90013947	22-Jun-2020		
Pristine Surgical LLC	PRISTINE CONNECT	90013874	22-Jun-2020		
Pristine Surgical LLC	PRISTINE SURGICAL SEE BEYOND	90627187	06-Apr-2021		
Pristine Surgical LLC	SCOPES AS A SERVICE	88723446	11-Dec-2019		
Pristine Surgical LLC	SCOPES AS A SUBSCRIPTION	88723449	11-Dec-2019		
Pristine Surgical LLC	SEE BEYOND	88723451	11-Dec-2019		