

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CardiacAssist, Inc.		08/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as collateral agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5131790	PROTEK DUO	
Registration Number:	5282077	PROTEK SOLO	
Registration Number:	2884588	TANDEMHEART	
Registration Number:	5064789	TANDEMLIFE	
Registration Number:	5050270	TANDEMLUNG	
Registration Number:	5162306	VOYAGERVEST	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.00359		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	08/16/2021		

CH \$165.00 5131790

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT, dated as of August 13, 2021 (this “Agreement”), among CardiacAssist, Inc. (the “Grantor”) and Goldman Sachs Bank USA, as collateral agent (in such capacity, the “First Lien Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of August 13, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”) among LIVANOVA PLC, a public limited company organised and existing under the laws of England and Wales with company number 09451374 and having its registered address at 20 Eastbourne Terrace, London, W2 6LG (“Holdings”), LIVANOVA USA, INC., a Delaware corporation (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and GOLDMAN SACHS BANK USA, as First Lien Administrative Agent and (b) the First Lien Collateral Agreement dated of August 13, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”) among the Borrower, the other Grantors from time to time party thereto, Holdings, and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark

Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

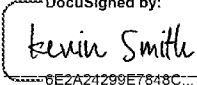
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by fax, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CARDIACASSIST, INC., as Grantor

By:  _____
Name: Kevin Smith
Title: Chief Accounting Officer

GOLDMAN SACHS BANK USA, as First
Lien Collateral Agent

By: _____
Authorized Signatory

GOLDMAN SACHS BANK USA, as First
Lien Collateral Agent

By: 
Authorized Signatory
G.D. JOHNSTON

Schedule I

TRADEMARKS

Trademark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
PROTEK DUO	CARDIACASSIST, INC.	5131790	31-Jan-17
PROTEK SOLO	CARDIACASSIST, INC.	5282077	5-Sep-17
TANDEMHEART	CARDIACASSIST, INC.	2884588	14-Sep-04
TANDEMLIFE	CARDIACASSIST, INC.	5064789	18-Oct-16
TANDEMLUNG	CARDIACASSIST, INC.	5050270	27-Sep-16
VOYAGERVEST	CARDIACASSIST, INC.	5162306	14-Mar-17