

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RhythmLink International, LLC		03/15/2023	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Apogem Capital LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3028553	RHYTHMLINK	
Registration Number:	6669350	GUARDIAN NEEDLE	
Registration Number:	6071294	PRESSON	
Registration Number:	3563318	CHALGREN ENTERPRISES	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Senior Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	03/15/2023		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2023, is made by RHYTHMLINK INTERNATIONAL, LLC, a South Carolina limited liability company (the “Grantor”), in favor of APOGEM CAPITAL LLC, as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 15, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, Cerebro Buyer, LLC, a Delaware limited liability company (“Cerebro”), Cerebro Blocker Buyer Corp., a Delaware corporation (“Cerebro Blocker”) and, together with Cerebro, collectively, the “Borrowers”), Cerebro Intermediate, LLC, a Delaware limited liability company (“Holdings”), the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto, as lenders (the “Lenders”), and Agent, Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has granted, pursuant to a Guarantee and Collateral Agreement, dated as of March 15, 2023, by the Grantor and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to Agent a security interest in all of the Grantor’s Intellectual Property (as defined therein) other than Excluded Property (as defined therein); and

WHEREAS, the Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the ratable benefit of Lenders, and grants to Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all registrations and recordings thereof, and all applications in connection therewith;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and the Grantor and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RHYTHMLINK INTERNATIONAL, LLC, a South Carolina limited liability company
as Grantor

DocuSigned by:

Josh Wilson

By: _____
A5D2A1C806C34E9

Name: Josh Wilson

Title: Vice President

ACCEPTED AND AGREED

as of the date first above written:

APOGEM CAPITAL LLC,

as Agent

By: 

Name: Curtis Krumreich

Title: Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

Ref. #	Mark	Class	ENTRY	Serial #	Filed Date	Registration #	Registration Date	Status	OWNER OF RECORD
032246-00005	RHYTHMLINK RHYTHMLINK	010-medical diagnostic electrodes	US	78/505,087	10/25/2004	3,028,553	12/13/2005	REGISTERED	RHYTHMLINK INTERNATIONAL, LLC
032246-00120	GUARDIAN NEEDLE GUARDIAN NEEDLE	010-Electrodes for medical use, namely, neurological monitoring	US	90/106,755	8/11/2020	6669350	3/15/2022	REGISTERED	RHYTHMLINK INTERNATIONAL, LLC
032246-00143	PressOn PressOn	010-Electrodes for medical use	US	88/200,143	11/19/2018	6,071,294	6/2/2020	REGISTERED	RHYTHMLINK INTERNATIONAL, LLC
032246-00147	CHALGREN ENTERPRISES Chalgren Enterprises	010-Medical apparatus and instruments, namely, electrodes for medical use	US	77/345,170	12/5/2007	3,563,318	1/20/2009	REGISTERED	RHYTHMLINK INTERNATIONAL, LLC

Foreign Trademarks

Ref #	Mark	Class	CNTRY	Serial #	Filed Date	Registration #	Registration Date	Status	OWNER OF RECORD
032246-00007	RHYTHMLINK	010- MEDICAL DIAGNOSTIC ELECTRODES	Canada	1275368	10/12/2005	TMA 687831	5/16/2007	REGISTERED	RHYTHMLINK INTERNATIONAL, LLC
032246-00008	RHYTHMLINK RHYTHMLINK	010- MEDICAL DIAGNOSTIC ELECTRODES	China	4996090	11/11/2005	4996090	10/21/2008	REGISTERED	RHYTHMLINK INTERNATIONAL, LLC
032246-00009	RHYTHMLINK RHYTHMLINK	010- MEDICAL DIAGNOSTIC ELECTRODES	European Union	004662698	9/30/2005	4662698	9/21/2006	REGISTERED	RHYTHMLINK INTERNATIONAL, LLC
032246-00141	PressOn	010- Electrodes for medical use	China	34710579	11/16/2018	34710579	7/7/2019	REGISTERED	RHYTHMLINK INTERNATIONAL, LLC
032246-00142	PressOn	010- Electrodes for medical use	Japan			6176673	8/30/2019	REGISTERED	RHYTHMLINK INTERNATIONAL, LLC
	RHYTHMLINK	Class 10. Medical diagnostic electrodes	United Kingdom	UK00904662698	9/30/2005	UK00904662698	9/21/2006	REGISTERED	RHYTHMLINK INTERNATIONAL, LLC
	RHYTHMLINK	10 Surgical instruments and instruments, medical instruments and	China	37167734	3/29/2019	37167734	1/21/2020	REGISTERED	RHYTHMLINK INTERNATIONAL, LLC

Ref. #	Mark	Class	CNTRY	Serial #	Filed Date	Registration #	Registration Date	Status	OWNER OF RECORD
		instruments, medical probes, medical electrodes, medical heating pads, medical pads							

TRADEMARK
REEL: 008003 FRAME: 0964

RECORDED: 03/15/2023