

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Explorer Surgical Corp.		03/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as collateral agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97232416	EXPLORER LIVE	
Serial Number:	97232437	EXPLORER SURGICAL	
Serial Number:	97232444	EXPLORER SURGICAL A GHX COMPANY	
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:	602-382-6228		
Email:	ipdocket@swlaw.com, hsobelman@swlaw.com, dmier@swlaw.com, mnorton@swlaw.com		
Correspondent Name:	Howard I. Sobelman		
Address Line 1:	One East Washington Street		
Address Line 2:	Suite 2700		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	51168.00001		
NAME OF SUBMITTER:	Howard I. Sobelman		
SIGNATURE:	/Howard I. Sobelman/		
DATE SIGNED:	03/31/2023		

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Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of March 30, 2023, is made by ExplORer Surgical Corp., a Delaware corporation (the “Grantor”), in favor of Ares Capital Corporation, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Commerce Parent, Inc., a Delaware corporation (the “Parent”), GHX Ultimate Parent Corporation, a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and Ares Capital Corporation, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and each Guarantor required to do so under the Credit Agreement has executed and delivered a Second Lien Security Agreement, dated as of June 30, 2017 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a Lien on and Security Interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Lenders to make their respective Loans to the Borrower, Grantor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property and that are listed on Schedule A hereto, including the goodwill symbolized thereby (the “Trademark Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register Trademarks on the basis of Grantor’s “intent to use” such Trademarks will not be deemed to be Trademark Collateral 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, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral. The interest in the Trademark Collateral being granted hereunder shall not be construed as an assignment, but rather as a security interest that provides the Agent and the other Secured Parties such rights as are provided to holders of security interests under applicable law.

3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement with the U.S. Patent and Trademark Office.

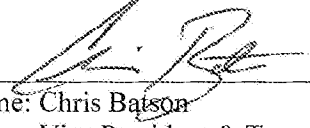
5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EXPLORER SURGICAL CORP.,
as the Grantor

By: _____


Name: Chris Batson

Title: Vice President & Treasurer

[Signature Page to Second Lien Grant of Security Interest in Trademark Rights]

TRADEMARK
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ARES CAPITAL CORPORATION,
as the Collateral Agent


By: 
Name: M. Kort Schnabel
Title: Partner

[Signature Page to Second Lien Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008029 FRAME: 0450

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registered Owner	Application No.	Application Date	Registration No.	Registration Date
EXPLORER LIVE	ExplORer Surgical Corp.	97/232,416	01/21/2022		
EXPLORER SURGICAL	ExplORer Surgical Corp.	97/232,437	01/21/2022		
	ExplORer Surgical Corp.	97/232,444	01/21/2022		