

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VTP HOLDINGS, LLC		06/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUE WEST CAPITAL PARTNERS FUND III, LP		
Street Address:	10880 Wilshire Boulevard, Suite 2090		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5374385	VIC THE PICC	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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:	503-294-9487		
Email:	patrick.hartigan@stoel.com		
Correspondent Name:	Alfredo Villanueva / Stoel Rives LLP		
Address Line 1:	760 SW Ninth Avenue, Suite 3000		
Address Line 4:	Portland, OREGON 97205		
NAME OF SUBMITTER:	Patrick P. Hartigan, SR paralegal		
SIGNATURE:	/Patrick P. Hartigan/		
DATE SIGNED:	06/21/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 21, 2023 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by **VTP HOLDINGS, LLC**, a Delaware limited liability company (the “*Borrower*” and the “*Grantor*”), in favor of **TRUE WEST CAPITAL PARTNERS FUND III, LP**, a Delaware limited partnership (the “*Lender*”).

WHEREAS, the Grantor is a party to a Pledge and Security Agreement of even herewith (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Pledge and Security Agreement*”) by and among Grantor, Prime Vascular Holdings, LLC, a Delaware limited liability company and Lender, pursuant to which the Grantor granted a valid and continuing lien in the Intellectual Property Collateral (as defined below) to Lender.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Intellectual Property Collateral

SECTION 2.1 Grant of Security. To secure the prompt payment and performance to the Lender of the Secured Obligations, the Grantor hereby grants to the Lender, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the trademark registrations (collectively, the “*Intellectual Property Collateral*”) listed on Schedule A hereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Allegation of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA UNLESS LOCATION OF THE COLLATERAL SHALL CAUSE THE LAW OF ANOTHER STATE OR FEDERAL LAW TO APPLY. EACH PARTY HERETO CONSENTS TO JURISDICTION IN ANY STATE OR FEDERAL COURT SITTING IN THE CITY OF LOS ANGELES, CALIFORNIA, EXCEPT WHERE THE LOCATION OF COLLATERAL MAY CAUSE JURISDICTION TO LIE IN ANOTHER FORUM.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

GRANTOR:

VTP HOLDINGS, LLC,
a Delaware limited liability company


By: *Jonathan Sassover*

Name: Jonathan Sassover
Title: Chief Financial Officer

Accepted and Agreed:

**TRUE WEST CAPITAL PARTNERS FUND III,
LP, a Delaware limited partnership**

By: True West Capital Partners GP III, LLC,
Its: General Partner

By:  _____

Name: Alex Rocca

Title: Member

SCHEDULE A

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

Territory	Mark	Owner	Application No. (Application Date)	Registration No. (Registration Date)
U.S.	VIC THE PICC	VTP Holdings, LLC (via assignment from Vic the Picc, Southwest, LLC)	87/464,612 (5/25/2017)	5374385 (1/9/2018)