

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI136465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bioderm, Inc.		04/01/2024	Corporation: FLORIDA
Argentum Medical, LLC		04/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Oxford Finance LLC, as Agent		
Street Address:	115 S. Union Street		
Internal Address:	Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3606703	SILVER-SEPT	
Registration Number:	5161091	BIOVETREX	
Registration Number:	3444144	ANASEPT	
Registration Number:	5161089	SANI-ZONE	
Registration Number:	3816211	ANACAPA TECHNOLOGIES	
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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7156.109		
NAME OF SUBMITTER:	Kristen Lange		

OP \$140.00.00 77219637

SIGNATURE:	Kristen Lange
DATE SIGNED:	04/01/2024
Total Attachments: 6 source=BioDerm - Trademark Security Agreement (April 2024)#page1.tif source=BioDerm - Trademark Security Agreement (April 2024)#page2.tif source=BioDerm - Trademark Security Agreement (April 2024)#page3.tif source=BioDerm - Trademark Security Agreement (April 2024)#page4.tif source=BioDerm - Trademark Security Agreement (April 2024)#page5.tif source=BioDerm - Trademark Security Agreement (April 2024)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of April, 2024, by and among **BIODERM, INC.**, a Florida corporation ("BioDerm"), **ARGENTUM MEDICAL, LLC**, a Delaware limited liability company ("Argentum"), and together with BioDerm, each a "Grantor" and collectively, the "Grantors"), and **OXFORD FINANCE LLC**, a Delaware limited liability company, in its capacity as agent for the lenders party thereto (in such capacity, together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit, Guaranty and Security Agreement dated as of January 31, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among BioDerm, **BIODERM HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), **ABUNDANCE MERGER SUB, LLC**, a Delaware limited liability company ("Merger Sub"), **SCP WOUND CARE, LLC**, a Delaware limited liability company ("SCP"; and, BioDerm, Merger Sub, SCP (upon, from and after the consummation of the Closing Date Acquisition as the successor entity pursuant to the Closing Date Assumption), and such other Persons joined thereto as a borrower from time to time and each of their permitted successors and assigns, each individually a "Borrower" and collectively, the "Borrowers"), each Guarantor from time to time party thereto, each Lender from time to time party thereto and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby unconditionally grant, assign, and pledge to Agent, for the benefit of each Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantors' rights, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of their Trademarks (other than any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of (or result in the abandonment

of) such intent-to-use trademark applications under applicable federal law) and Intellectual Property licenses to which either is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Uniform Commercial Code) of the foregoing, including any claim by such Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, to Agent, or any Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. The Grantors hereby acknowledge and affirm 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, WAIVER OF JURY TRIAL, SERVICE OF PROCESS AND CONSEQUENTIAL DAMAGES. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, WAIVER OF JURY TRIAL, SERVICE OF PROCESS AND CONSEQUENTIAL DAMAGES SET FORTH IN SECTIONS 14.6 AND 14.8 OF THE CREDIT

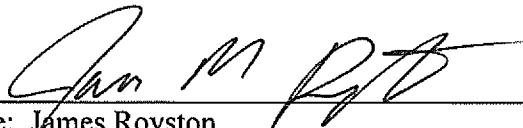
AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

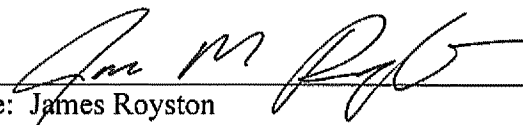
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BIODERM, INC.

By: 
Name: James Royston
Title: Vice President

ARGENTUM MEDICAL, LLC

By: 
Name: James Royston
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

OXFORD FINANCE LLC, as Agent

By:

Name: Colette H. Featherly

Title: Senior Vice President

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read 'C. Featherly'.

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor/Owner/Applicant	Name	Serial No.	Registration No.	Registration Date
Argentum Medical, LLC	SILVER-SEPT	77219637	3606703	4/14/09
Argentum Medical, LLC	BIOVETREX	87134321	5161091	3/14/17
Argentum Medical, LLC	ANASEPT	77219507	3444144	6/10/08
Argentum Medical, LLC	SANI-ZONE	87134317	5161089	3/14/17
Argentum Medical, LLC	ANACAPA TECHNOLOGIES	77603475	3816211	7/13/10