

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI138832

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COGENTIX MEDICAL, INC.		03/29/2024	Corporation: DELAWARE
LABORIE MEDICAL TECHNOLOGIES CORP.		03/29/2024	Corporation: DELAWARE
CLINICAL INNOVATIONS, LLC		03/29/2024	Limited Liability Company: DELAWARE
LABORIE MEDICAL TECHNOLOGIES CANADA ULC		03/29/2024	UNLIMITED LIABILITY COMPANY: CANADA
MEDICAL MEASUREMENT SYSTEMS B.V.		03/29/2024	Besloten Vennootschap (B.V.): NETHERLANDS
LABORIE NETHERLANDS B.V.		03/29/2024	Besloten Vennootschap (B.V.): NETHERLANDS

## RECEIVING PARTY DATA

<b>Company Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent
<b>Street Address:</b>	131 S Dearborn St, Floor 04
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603-5506
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
<b>Serial Number:</b>	87678743	ALWAYS READY. ALWAYS STERILE.
<b>Serial Number:</b>	74702104	AQUARIUS
<b>Serial Number:</b>	87933555	BOOGIEBABY
<b>Serial Number:</b>	74624990	CLEARVIEW
<b>Serial Number:</b>	77863727	EBB
<b>Serial Number:</b>	86539305	ENDOSHEATH
<b>Serial Number:</b>	77709075	ENDOWIPE
<b>Serial Number:</b>	77186690	FLOWMASTER
<b>Serial Number:</b>	77186700	FLOWSTAR
<b>Serial Number:</b>	86637021	FOR MOM. FOR BABY. FOR LIFE.

CH \$1015.00.00 87678743

Property Type	Number	Word Mark
Serial Number:	87262412	GASTROGENIUS
Serial Number:	87262361	HYDROGENIUS
Serial Number:	85609849	INJETAK
Serial Number:	78069188	KIWI
Serial Number:	75071812	KOALA
Serial Number:	85809322	KOALA
Serial Number:	85814890	KOALA
Serial Number:	87266370	LABORIE
Serial Number:	97262339	LABORIE L
Serial Number:	78146702	LATITUDE
Serial Number:	76248651	LIFE-TECH
Serial Number:	77186705	LUNA
Serial Number:	74287610	MACROPLASTIQUE
Serial Number:	75661940	MACROPLASTIQUE
Serial Number:	74500863	MMS MEDICAL MEASUREMENT SYSTEMS
Serial Number:	77186707	OHMEGA
Serial Number:	78082179	OMNICUP
Serial Number:	87804033	PRIMESIGHT
Serial Number:	78342157	PTQ
Serial Number:	85250892	ROM PLUS
Serial Number:	86000629	SLIDE-ON
Serial Number:	77190282	SOLAR
Serial Number:	87933523	SWEETUMS
Serial Number:	76249404	T-DOC
Serial Number:	74427598	THE VISION SYSTEM
Serial Number:	98143112	TRAXI
Serial Number:	78056281	URGENT
Serial Number:	78340967	UROPLASTY
Serial Number:	78734119	UROSTYM
Serial Number:	78385174	VOX

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 3127018637

**Email:** ipdocket@mayerbrown.com,wsiegel@mayerbrown.com

**Correspondent Name:** William R. Siegel

**Address Line 1:** 71 S. Wacker Drive

**Address Line 2:** 42-62

<b>Address Line 4:</b>	Chicago, ILLINOIS 60606
<b>ATTORNEY DOCKET NUMBER:</b>	24762301
<b>NAME OF SUBMITTER:</b>	William Siegel
<b>SIGNATURE:</b>	William Siegel
<b>DATE SIGNED:</b>	04/02/2024

**Total Attachments: 10**

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TRADEMARK SECURITY AGREEMENT dated as of March 29, 2024 (this “**Agreement**”), among the undersigned Loan Parties (collectively, the “**Grantors**” and each, a “**Grantor**”) and JPMorgan Chase Bank, N.A. (“**JPMorgan**”), as Administrative Agent.

Reference is made to (i) the Credit Agreement dated as of March 29, 2024 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among LMT Group Holdings Corp., a Delaware corporation (“**Holdings**”), LM US Parent, Inc., a Delaware corporation (the “**U.S. Borrower**”), Laborie Medical Technologies Canada ULC, an unlimited liability company incorporated under the laws of British Columbia (the “**Canadian Borrower**”), Medical Measurement Systems B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) having its official seat (*statutaire zetel*) in Enschede, the Netherlands, registered with the Dutch trade register under number 06070224 (the “**Dutch Borrower**” and, together with the U.S. Borrower and the Canadian Borrower, collectively, the “**Borrowers**” and each a “**Borrower**”), the Lenders and the Issuing Banks from time to time party thereto and JPMorgan, as Administrative Agent, and (ii) the Collateral Agreement dated as of March 29, 2024 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among Holdings, LB Yankee Inc., a Delaware corporation, LM US Parent, Inc., the U.S. Borrower, the other Subsidiary Grantors from time to time party thereto and JPMorgan, as Administrative Agent. The Lenders and Issuing Banks have agreed to extend credit to the Borrowers on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

## 1 Terms

Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

## 2 Grant of Security Interest

On the Closing Date, as security for the payment or performance when due, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest to (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any

political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including in the case of any Grantor, those United States registered Trademarks and Trademark applications listed on Schedule I;

- (ii) all goodwill associated therewith or symbolized thereby; and
- (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

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, 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.

### **3 Collateral Agreement and other Security Documents**

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

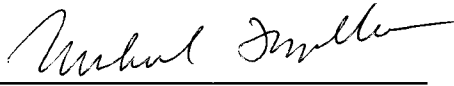
### **4 Counterparts**

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. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed by the Administrative Agent, and the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that no Grantor may assign or otherwise transfer any of its rights or obligations hereunder or any interest herein (and any attempted assignment or transfer by any Grantor shall be null and void), except as expressly contemplated by this Agreement or the Credit Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.


*[Signature Pages Follow]*

**In Witness Whereof**, the parties hereto have duly executed this Agreement as of the day and year first above written.


**COGENTIX MEDICAL, INC.,**

By   
Name: Michael Frazzette  
Title: Chief Executive Officer

**LABORIE MEDICAL TECHNOLOGIES CORP.,**

By   
Name: Michael Frazzette  
Title: Chief Executive Officer


**CLINICAL INNOVATIONS, LLC,**

By   
Name: Michael Frazzette  
Title: Chief Executive Officer

**LABORIE MEDICAL TECHNOLOGIES CANADA ULC,**


By   
Name: Michael Frazzette  
Title: Chief Executive Officer

**MEDICAL MEASUREMENT SYSTEMS B.V.,**

By   
Name: Michael Frazzette  
Title: Director

By \_\_\_\_\_  
Name: Holger Fürstenberg  
Title: Director

**LABORIE NETHERLANDS B.V.,**

By   
Name: Michael Frazzette  
Title: Director

By \_\_\_\_\_  
Name: Holger Fürstenberg  
Title: Director


**MEDICAL MEASUREMENT SYSTEMS B.V.,**

By \_\_\_\_\_  
Name: Michael Frazzette  
Title: Director

By  \_\_\_\_\_  
Name: Holger Fürstenberg  
Title: Director

**LABORIE NETHERLANDS B.V.,**

By \_\_\_\_\_  
Name: Michael Frazzette  
Title: Director

By  \_\_\_\_\_  
Name: Holger Fürstenberg  
Title: Director



JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: A. Winkley  
Name: Leah Winkler  
Title: Authorized Officer

## SCHEDULE I

### Trademark Collaterals

#### U.S. Registered Trademarks and Trademark Applications

Mark	Jurisdiction	Serial No.	Reg No.	Owner
ALWAYS READY. ALWAYS STERILE.	United States of America	87678743	6102505	COGENTIX MEDICAL, INC.
AQUARIUS	United States of America	74702104	1979789	LABORIE MEDICAL TECHNOLOGIES CORP.
BABYLANCE	United States of America	79080935	3857040	CLINICAL INNOVATIONS, LLC
BABYLANCE & Design (1)	United States of America	79086209	3964587	CLINICAL INNOVATIONS, LLC
BOOGIEBABY	United States of America	87933555	5660242	CLINICAL INNOVATIONS, LLC
CLEARVIEW	United States of America	74624990	1973681	CLINICAL INNOVATIONS, LLC
EBB	United States of America	77863727	3887754	CLINICAL INNOVATIONS, LLC
ENDOSHEATH	United States of America	86539305	5015565	COGENTIX MEDICAL, INC.
ENDOWIPE	United States of America	77709075	3765224	COGENTIX MEDICAL, INC.
E-SENSE (Stylized) (1)	United States of America	79139849	4611853	MEDICAL MEASUREMENT SYSTEMS B.V.
FLOWMASTER	United States of America	77186690	3470425	MEDICAL MEASUREMENT SYSTEMS B.V.
FLOWSTAR	United States of America	77186700	3507128	MEDICAL MEASUREMENT SYSTEMS B.V.
FOR MOM. FOR BABY. FOR LIFE.	United States of America	86637021	5037497	CLINICAL INNOVATIONS, LLC
GASTROGENIUS	United States of America	87262412	5470570	LABORIE MEDICAL TECHNOLOGIES CORP.

Mark	Jurisdiction	Serial No.	Reg No.	Owner
HYDROGENIUS	United States of America	87262361	5269640	LABORIE MEDICAL TECHNOLOGIES CORP.
INJETAK	United States of America	85609849	4214088	LABORIE MEDICAL TECHNOLOGIES CORP.
KIWI	United States of America	78069188	2615500	CLINICAL INNOVATIONS, LLC
KOALA	United States of America	75071812	2145670	CLINICAL INNOVATIONS, LLC
KOALA	United States of America	85809322	4502892	CLINICAL INNOVATIONS, LLC
KOALA & Design (1)	United States of America	85814890	4502933	CLINICAL INNOVATIONS, LLC
LABORIE	United States of America	87266370	5382132	LABORIE MEDICAL TECHNOLOGIES CORP.
LABORIE L & Design (1)	United States of America	97262339		LABORIE MEDICAL TECHNOLOGIES CORP.
LATITUDE	United States of America	78146702	2772711	LABORIE MEDICAL TECHNOLOGIES CORP.
LIFE-TECH	United States of America	76248651	2796601	LABORIE MEDICAL TECHNOLOGIES CORP.
LUNA	United States of America	77186705	3563061	MEDICAL MEASUREMENT SYSTEMS B.V.
MACROPLASTIQUE	United States of America	74287610	1758171	COGENTIX MEDICAL, INC.
MACROPLASTIQUE	United States of America	75661940	2424541	COGENTIX MEDICAL, INC.
MMS MEDICAL MEASUREMENT SYSTEMS & Design (1)	United States of America	74500863	3826721	LABORIE NETHERLANDS B.V.
NEXAM	United States of America	79150658	4938852	MEDICAL MEASUREMENT SYSTEMS B.V.

Mark	Jurisdiction	Serial No.	Reg No.	Owner
OHMEGA	United States of America	77186707	3474762	MEDICAL MEASUREMENT SYSTEMS B.V.
OMNICUP	United States of America	78082179	2562058	CLINICAL INNOVATIONS, LLC
PRIMESIGHT	United States of America	87804033	5877165	COGENTIX MEDICAL, INC.
PTQ	United States of America	78342157	3149456	COGENTIX MEDICAL, INC.
ROM PLUS	United States of America	85250892	4151217	CLINICAL INNOVATIONS, LLC
SLIDE-ON	United States of America	86000629	4480837	COGENTIX MEDICAL, INC.
SOLAR	United States of America	77190282	3474780	MEDICAL MEASUREMENT SYSTEMS B.V.
SWEETUMS	United States of America	87933523	5660241	CLINICAL INNOVATIONS, LLC
T-DOC	United States of America	76249404	2684531	LABORIE MEDICAL TECHNOLOGIES CORP.
THE VISION SYSTEM	United States of America	74427598	1904300	COGENTIX MEDICAL, INC.
TRAXI	United States of America	98143112		CLINICAL INNOVATIONS, LLC
URGENT	United States of America	78056281	2824014	COGENTIX MEDICAL, INC.
UROPLASTY	United States of America	78340967	2975856	COGENTIX MEDICAL, INC.
UROSTYM	United States of America	78734119	3285680	LABORIE MEDICAL TECHNOLOGIES CANADA ULC
VOX	United States of America	78385174	2970331	COGENTIX MEDICAL, INC.

Mark	Jurisdiction	Serial No.	Reg No.	Owner
ZANDORPH	United States of America	79175258	5005553	LABORIE NETHERLANDS B.V.