

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acuant, Inc.		09/20/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crestline Direct Finance, L.P., as Collateral Agent for the Benefit of the Secured Parties		
Street Address:	c/o Crestline Investors, Inc., 201 Main Street		
Internal Address:	Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3718385	MEDICSCAN	
Registration Number:	3684724	IDSCAN	
Registration Number:	3731789	OZONE	
Registration Number:	3737345	OZONE	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Sidney R. Brown		
SIGNATURE:	/Sidney R. Brown/		
DATE SIGNED:	09/21/2018		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 20, 2018 (“**Agreement**”), between Acuant, Inc., a Delaware corporation (together with its successors and assigns, the “**Assignor**”), and Crestline Direct Finance, L.P., as collateral agent (together with its successors and assigns in such capacity, the “**Collateral Agent**”), for the benefit of the Secured Parties (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of September 20, 2018 (as amended, restated or otherwise modified from time to time, the “**Credit Agreement**”), among Acuant Holding Corp., a Delaware corporation, Acuant Merger Sub, Inc., a Delaware corporation, Looking Glass I Holdings, Inc., a Delaware corporation, Acuant, Inc., a Delaware corporation, the lenders party thereto from time to time, and Crestline Direct Finance, L.P., as Administrative Agent, Collateral Agent, and Sole Lead Arranger.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of September 20, 2018 (as amended, restated or otherwise modified from time to time, the “**Security Agreement**”), among the Assignor, the other grantors named therein and the Collateral Agent, pursuant to which the Assignor has granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral described therein, including the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Collateral Agent and the other Secured Parties as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, a general lien upon and/or a right of set-off against, all right, title and interest of the Assignor in and to the following (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) (all of the following, collectively, the “**Trademark Collateral**”):

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all goodwill related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing; provided that the foregoing does not include any intent-to-use trademark application filed in the United States to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications or the trademark that is the subject thereof under application law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST OR THE REMEDIES HEREUNDER IN RESPECT OF ANY

COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.


Section 5. JURY TRIAL WAIVER. THE ASSIGNOR HEREBY AGREES TO WAIVE AND HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER CREDIT DOCUMENTS OR ANY DEALINGS RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE CREDIT DOCUMENTS, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

Section 6. Counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ACUANT, INC.

By: 
Name: Yossi Zekri
Title: Chief Executive Officer

[Acuant – Trademark Security Agreement]

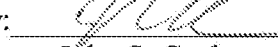
TRADEMARK
REEL: 006442 FRAME: 0361

Accepted and acknowledged by:

CRESTLINE DIRECT FINANCE, L.P.,
as the Collateral Agent

By: Crestline Direct Finance (GP), L.L.C.,
its general partner

By: Crestline Investors, Inc., its manager

By: 
Name: John S. Cochran
Title: Vice President

Schedule A
to Collateral Assignment of Trademarks

Owner	Filing Date	App/Serial #	Reg. #	Reg. Date	Trademark	Type
Acuant, Inc.	5/5/2009	77729823	3718385	12/1/2009	MedicScan	Word
Acuant, Inc.	5/1/2009	77727529	3684724	9/15/2009	IDScan	Word
Acuant, Inc.	2/12/2007	77105165	3731789	12/29/2009	Ozone	Word
Acuant, Inc.	2/12/2007	77105120	3737345	1/12/2010	Ozone	Word + Design