

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498398

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TEAM TECHNOLOGIES, INC.		11/15/2018	Corporation: TENNESSEE
PROTEXER, INC.		11/15/2018	Corporation: NEVADA
ICP MEDICAL, LLC		11/15/2018	Limited Liability Company: DELAWARE
DOSELOGIX, LLC		11/15/2018	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, as Collateral Agent
Street Address:	720 East Wisconsin Avenue
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	Mutual Insurance Company: WISCONSIN

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	78798160	BOOTIE BUTLER
Serial Number:	86405643	BOOTIEBUTLER
Serial Number:	85222893	PROTEXER
Serial Number:	74545010	
Serial Number:	74590530	SAFETY TOOTHBRUSH
Serial Number:	75129672	DEX-T-BRUSH
Serial Number:	75129474	HAN-D-GRIP
Serial Number:	75129614	PET-A-DENT
Serial Number:	73152830	
Serial Number:	73545307	ANCHOR
Serial Number:	78515505	FRESHCARE
Serial Number:	76530120	HYGIENIST CHOICE
Serial Number:	75541188	PHB
Serial Number:	87925006	TEAM TECHNOLOGIES

CH \$665.00 78798160

Property Type	Number	Word Mark
Serial Number:	85858685	RR RAPID REFRESH SOLUTIONS
Serial Number:	85983079	RR RAPID REFRESH SOLUTIONS
Serial Number:	87578915	ICP MEDICAL
Serial Number:	87612588	ICP MEDICAL
Serial Number:	88061283	TOPI-CLICK 35 DOSECHECK
Serial Number:	88091421	DOSE
Serial Number:	88105492	TOPI-CLICK 35 LIGHT SAFE
Serial Number:	88032112	TOPI-CLICK PERL
Serial Number:	87519632	TOPI-CLICK MICRO
Serial Number:	86562217	
Serial Number:	86561584	DOSELOGIX
Serial Number:	78768215	TOPI-CLICK

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Chenelle N. Idehen
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	003287.34
NAME OF SUBMITTER:	Chenelle N. Idehen
SIGNATURE:	/Chenelle N. Idehen by trademarkny/
DATE SIGNED:	11/15/2018

Total Attachments: 7

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GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS

November 15, 2018

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TEAM TECHNOLOGIES, INC., a Tennessee corporation ("Team Tech"), PROTEXER, INC., a Nevada corporation ("Protexer"), ICP MEDICAL, LLC, a Delaware limited liability company ("ICP"), and DOSELOGIX, LLC, a Georgia limited liability company ("Doselogix", together with Team Tech, Protexer and ICP, collectively, the "Grantors"), hereby grant to THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, as Collateral Agent, with offices at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 (the "Grantee"), a continuing security interest in (i) all of the Grantors' right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (except any intent-to-use applications for trademark registrations for which a statement of use has not yet been filed) set forth on Schedule A attached hereto (the "Marks"), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) any and all rights corresponding thereto throughout the world, and (vi) any and all rights to sue for past, present or future infringements thereof.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantors, as such term is defined in the Second Lien Security Agreement by, among Grantors, Grantee, and the other Grantors (as such term is defined therein) party thereto, dated as of the date hereof (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

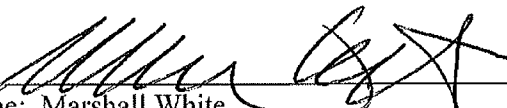
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

GRANTORS:

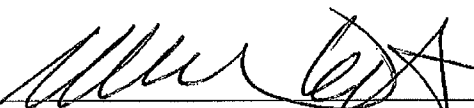
TEAM TECHNOLOGIES, INC.

By: 
Name: Marshall White
Title: President and Chief Executive Officer

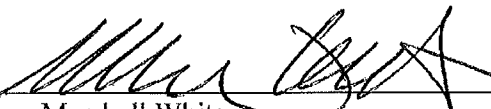
PROTEXER, INC.

By: 
Name: Marshall White
Title: President and Chief Executive Officer

ICP MEDICAL, LLC

By: 
Name: Marshall White
Title: Vice President

DOSELOGIX, LLC

By: 
Name: Marshall White
Title: Vice President

COLLATERAL AGENT:

**THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY,**
as Collateral Agent

By: Northwestern Mutual Investment Management
Company, LLC, its investment adviser



By: 
Name: Brian P. McDonald
Title: Managing Director

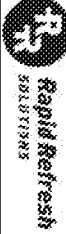
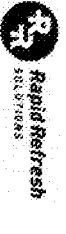
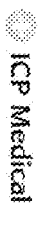




[Signature Page to the Second Lien Trademark Security Agreement]

**TRADEMARK
REEL: 006482 FRAME: 0426**

SCHEDULE A

Registered Owner/Applicant	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
Protexer, Inc.	BOOTIE BUTLER	78798160	1/24/06	3858400	10/5/10	Registered
Protexer, Inc.	BOOTIE BUTLER	86405643	9/25/14	4754887	6/16/15	Registered
Protexer, Inc.	PROTEXER	85222893	1/21/11	4339153	5/21/13	Registered
Team Technologies, Inc.	Tooth Configuration Brush	74545010	6/30/94	1984998	7/9/96	Registered
Team Technologies, Inc.						
Team Technologies, Inc.	SAFETY TOOTHBRUSH	74590530	10/25/94	2048387	3/25/97	Registered
Team Technologies, Inc.	DEX-T-BRUSH	75129672	7/3/96	2080336	7/15/97	Registered
Team Technologies, Inc.	HAN-D-GRIP	75129474	7/3/96	2082540	7/22/97	Registered
Team Technologies, Inc.	PET-A-DENT	75129614	7/3/96	2330053	3/14/00	Registered
Team Technologies, Inc.	Misc. Anchor Design	73152830	12/21/77	1114131	2/27/79	Registered
						
Team Technologies, Inc.	ANCHOR	73545307	6/27/85	1404994	8/12/96	Registered
Team Technologies, Inc.	FRESHCARE and design	78515505	11/11/04	3373809	1/22/08	Registered
Team Technologies, Inc.	HYGIENIST CHOICE	76530120	7/15/03	2984516	8/16/05	Registered
Team Technologies, Inc.	PHB	75541188	8/24/98	2285249	10/12/99	Registered
Team Technologies, Inc.	TEAM TECHNOLOGIES	87925006	5/17/18			Pending
ICP Medical, LLC	RR RAPID	85858685	2/25/13	4795630	8/18/15	Registered

Registered Owner/Applicant	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ICP Medical, LLC	REFRESH SOLUTIONS 					
ICP Medical, LLC	RR RAPID REFRESH SOLUTIONS 	85983079	2/25/13	4704562	3/17/15	Registered
ICP Medical, LLC	ICP MEDICAL	87578915	8/22/17			Pending
ICP Medical, LLC	ICP Medical 	87612588	9/18/17			Pending
Doselogix, LLC	TOP1-CLICK DOSECHECK	88061283	8/1/18			Pending
Doselogix, LLC	DOSE and Design DOSE 	88091421	8/24/18			Pending
Doselogix, LLC	TOP1-CLICK LIGHT SAFE	88105492	9/5/18			Pending
Doselogix, LLC	TOP1-CLICK PERL	88032112	7/10/18			Pending
Doselogix, LLC	TOP1-CLICK MICRO	87519632	7/7/17	5542343	8/14/18	Registered
Doselogix, LLC	Doselogix Logo 	86562217	3/12/15	5142346	2/14/17	Registered

<u>Registered Owner/Applicant</u>	<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
DoseLogix, LLC	DOSELOGIX	86561584	3/12/15	4994252	7/5/16	Registered
DoseLogix, LLC	TOP1-CLICK	78768215	12/7/05	3341498	11/20/07	Registered
Team Technologies of Wisconsin;	TEAM TECHNOLOGIES, INC.	79105498	2/6/13	WI20131441361	2/6/13	WI-State Registration
Team Technologies, Inc.	NAGL	20-024054		NE10171284	1/9/13	NE-State Registration
Team Technologies, Inc.	TEAM TECHNOLOGIES	20-023974		NE10171282	1/9/13	NE-State Registration