

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspen Surgical Products, Inc.		08/01/2019	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	3104891	NEEDLENEST	
Registration Number:	4585615	OXBORO	
Registration Number:	3806085	RIB-BACK	
Registration Number:	4459034	RICHARD-ALLAN	
Registration Number:	4459036	SABER	
Registration Number:	4459232	SAFECLEAN	
Registration Number:	5018929	SAFESWITCH	
Registration Number:	5018785	SHARPS SLED	
Registration Number:	4479685	STERION	
Registration Number:	4684451	SURGIDYNE	
Registration Number:	4698681	SURGISAFE	
Registration Number:	2752783	SURGISAFE	
Registration Number:	4459035	S-VAC	
Registration Number:	3479072	AQUANOT	
Registration Number:	4054379	VIRASORB	
Registration Number:	3262822	WATERBOOM	
Registration Number:	2081344	WATERBUG QUIET FLOOR SUCTION	
Registration Number:	2988262	WRITESITE	
Registration Number:	4710340		

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Property Type	Number	Word Mark
Registration Number:	4793165	
Registration Number:	4729929	ASPEN SURGICAL
Registration Number:	3146610	ASPENBASIN
Registration Number:	5219374	BARD-PARKER
Registration Number:	2884264	BARD-PARKER
Registration Number:	616625	B-P
Registration Number:	3817568	CINCHMAT
Registration Number:	4566539	COLORTRACK
Registration Number:	1730491	DR. FOG
Registration Number:	1768542	ELVIS
Registration Number:	4370131	ERGOSUPPORT
Registration Number:	3853346	EVACMAT
Serial Number:	87668402	SELECTMAT
Serial Number:	87435520	ERGOSUPPORT

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0437

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 08/01/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of August 1, 2019 (this “**Trademark Security Agreement**”), is made by the signatory hereto (the “**Grantor**”) in favor of Antares Capital LP, in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Blades Buyer, Inc., a Delaware corporation (the “**Borrower**”), the Lenders party thereto from time to time and the Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, the other Domestic Loan Parties party thereto and Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademark registrations and applications for Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall

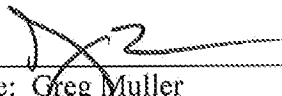
be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature pages follow]

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

ASPEN SURGICAL PRODUCTS, INC.,
as Grantor

By: 
Name: Greg Muller
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:





ANTARES CAPITAL LP,
as Agent

Devasena Vallabhaneni

By: _____
Name: Devasena Vallabhaneni
Title: Its Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

<u>Record Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Aspen Surgical Products, Inc.	NEEDLENEST	3104891	13-JUN-2006
Aspen Surgical Products, Inc.	OXBORO	4585615	12-AUG-2014
Aspen Surgical Products, Inc.	RIB-BACK	3806085	22-JUN-2010
Aspen Surgical Products, Inc.	RICHARD-ALLAN	4459034	31-DEC-2013
Aspen Surgical Products, Inc.	SABER	4459036	31-DEC-2013
Aspen Surgical Products, Inc.	SAFECLEAN	4459232	31-DEC-2013
Aspen Surgical Products, Inc.	SAFESWITCH	5018929	09-AUG-2016
Aspen Surgical Products, Inc.	SELECTMAT	87668402	01-NOV-2017
Aspen Surgical Products, Inc.	SHARPS SLED	5018785	09-AUG-2016
Aspen Surgical Products, Inc.	STERION	4479685	11-FEB-2014
Aspen Surgical Products, Inc.	SURGIDYNE	4684451	10-FEB-2015
Aspen Surgical Products, Inc.	SURGISAFE	4698681	10-MAR-2015
Aspen Surgical Products, Inc.	SURGISAFE Design 	2752783	19-AUG-2003
Aspen Surgical Products, Inc.	S-VAC	4459035	31-DEC-2013
Aspen Surgical Products, Inc.	AQUANOT	3479072	05-AUG-2008
Aspen Surgical Products, Inc.	VIRASORB	4054379	15-NOV-2011
Aspen Surgical Products, Inc.	WATERBOM	3262822	10-JUL-2007
Aspen Surgical Products, Inc.	WATERBUG Design 	2081344	22-JUL-1997
Aspen Surgical Products, Inc.	WRITESITE	2988262	23-AUG-2005
Aspen Surgical Products, Inc.	6 Design in Color 	4710340	31-MAR-2015
Aspen Surgical Products, Inc.	6 Design in Grayscale 	4793165	18-AUG-2015
Aspen Surgical Products, Inc.	ASPEN SURGICAL	4729929	05-MAY-2015
Aspen Surgical Products, Inc.	ASPENBASIN	3146610	19-SEP-2006

<u>Record Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Aspen Surgical Products, Inc.	BARD-PARKER	5219374	06-JUN-2017
Aspen Surgical Products, Inc.	BARD-PARKER	2884264	14-SEP-2004
Aspen Surgical Products, Inc.	B-P	616625	22-NOV-1955
Aspen Surgical Products, Inc.	CINCHMAT	3817568	13-JUL-2010
Aspen Surgical Products, Inc.	COLORTRACK	4566539	15-JUL-2014
Aspen Surgical Products, Inc.	DR.FOG	1730491	10-NOV-1992
Aspen Surgical Products, Inc.	ELVIS	1768542	04-MAY-1993
Aspen Surgical Products, Inc.	ERGOSUPPORT	4370131	16-JUL-2013
Aspen Surgical Products, Inc.	ERGOSUPPORT	87435520	03-MAY-2017
Aspen Surgical Products, Inc.	EVACMAT	3853346	28-SEP-2010