

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LivaNova USA, Inc.		06/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	4019109	ASPIREHC	
Registration Number:	4564497	ASPIRESR	
Registration Number:	4371413	CAMP NEURON	
Registration Number:	1586619	CYBERONICS	
Registration Number:	1671051	CYBERONICS	
Registration Number:	4804338	PROGUARDIAN	
Registration Number:	4809103	VITARIA	
Registration Number:	4818939	VITARIA	
Registration Number:	3607760	VNS THERAPY	
Registration Number:	3464300	DEMIPULSE	
Registration Number:	3464301	DEMIPULSE DUO	
Serial Number:	88806439	EPSY	
Registration Number:	4136598	MI	
Registration Number:	4246768	MI BULLET	
Registration Number:	4488797	MI COLLAR	
Registration Number:	4400555	MI CUFF	
Registration Number:	5628163	MI DETACH	
Registration Number:	4258580	MI JOSEPH LAMELAS	
Registration Number:	4136597	MI MIAMI INSTRUMENTS	

CH \$1090.00 4019109

Property Type	Number	Word Mark
Registration Number:	4246769	MI S-BLADE
Registration Number:	4172916	MI S-POST
Registration Number:	4396591	MI SUTURE BELT
Registration Number:	4133070	MI TAILOR-MADE
Registration Number:	4418946	MI TIE
Registration Number:	4132920	MI VISOR
Registration Number:	4136599	MIAMI INSTRUMENTS
Registration Number:	4317856	MIAMI METHOD MI
Registration Number:	3420485	PERENNIA
Registration Number:	4187926	PERENNIADURA
Registration Number:	4074707	PERENNIAFLEX
Registration Number:	2293123	ANNULO FLO
Registration Number:	2512969	ANNULOFLEX
Registration Number:	2792216	APEX
Registration Number:	2883637	CARBOMEDICS
Registration Number:	1971560	CARBO-SEAL
Registration Number:	2935980	CARBO-SEAL VALSALVA
Registration Number:	2441524	CARDIOFIX
Registration Number:	2112810	LAMINA
Registration Number:	2594766	OPTIFORM
Registration Number:	2691488	REVOLUTION
Registration Number:	1722932	SAT/HCT
Registration Number:	2398201	SMARXT
Registration Number:	2624919	TOP HAT

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 06/17/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2020 (“Trademark Security Agreement”), made by LIVANOVA USA, INC., a Delaware corporation (the “Grantor”), is in favor of ARES CAPITAL CORPORATION, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, Grantor is party to the Guarantee and Collateral Agreement dated as of June 17, 2020 (the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent and ARES CAPITAL CORPORATION, as administrative agent (in such capacity, the “Administrative Agent”), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has created in favor of the Collateral Agent a security interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and provide financial accommodation, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under United States registered and applied-for Trademarks now owned or at any time hereafter acquired by Grantor, including, without limitation, each United States Trademark registration or application set forth on Schedule 1 hereto (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations. Notwithstanding anything in the foregoing, no security interest is granted hereunder with respect to intent-to-use trademark applications filed pursuant to Section 1(b) of the Lanham Act, prior to the filing and acceptance 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 with respect thereto. For the avoidance of doubt, the foregoing grant is merely a grant of a security interest and shall not be deemed an assignment.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. 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 govern.

The term of this Trademark Security Agreement shall be co-terminus with the Guarantee and Collateral Agreement.

Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail (in “.pdf” or similar format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

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 above written.

LIVANOVA USA, INC.

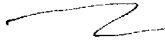
By: Kevin Smith
Name: Kevin Smith
Title: Chief Accounting Officer

[LivaNova – Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006972 FRAME: 0340

Accepted and Agreed:

ARES CAPITAL CORPORATION, as Collateral Agent

By: 

Name: Scott Lem
Title: Authorized Signer

TRADEMARKSUnited States Trademark Registrations and Applications

OWNER/REGISTRANT	TRADEMARK	APPLICATION NO	FILING DATE	REGISTRATION NO	REGISTRATION DATE
LIVANOVA USA, INC.	ASPIREHC	85233265	3-Feb-11	4019109	30-Aug-11
LIVANOVA USA, INC.	ASPIRESR	85316125	9-May-11	4564497	8-Jul-14
LIVANOVA USA, INC.	CAMP NEURON	85776780	12-Nov-12	4371413	23-Jul-13
LIVANOVA USA, INC.	CYBERONICS	73812389	14-Jul-89	1586619	13-Mar-90
LIVANOVA USA, INC.	CYBERONICS (LOGO)	74066190	6-Jun-90	1671051	7-Jan-92
LIVANOVA USA, INC.	PROGUARDIAN	85497131	16-Dec-11	4804338	1-Sep-15
LIVANOVA USA, INC.	VITARIA	86021936	29-Jul-13	4809103	8-Sep-15
LIVANOVA USA, INC.	VITARIA (LOGO)	86271385	5-May-14	4818939	22-Sep-15
LIVANOVA USA, INC.	VNS THERAPY	78939216	27-Jul-06	3607760	14-Apr-09
LIVANOVA USA, INC.	DEMIPULSE	78868325	24-Apr-06	3464300	8-Jul-08
LIVANOVA USA, INC.	DEMIPULSE DUO	78868377	24-Apr-06	3464301	8-Jul-08
LIVANOVA USA, INC.	EPSY	88806439	21-Feb-20		
LIVANOVA USA, INC.	MI AND DESIGN	85234729	4-Feb-11	4136598	1-May-12
LIVANOVA USA, INC.	MI BULLET AND DESIGN	85312325	4-May-11	4246768	20-Nov-12
LIVANOVA USA, INC.	MI COLLAR AND DESIGN	85246403	18-Feb-11	4488797	25-Feb-14
LIVANOVA USA, INC.	MI CUFF AND DESIGN	85246385	18-Feb-11	4400555	10-Sep-13
LIVANOVA USA, INC.	MI DETACH AND DESIGN	86633016	15-Jun-15	5628163	11-Dec-18
LIVANOVA USA, INC.	MI JOSEPH LAMELAS & DESIGN	85378332	22-Jul-11	4258580	11-Dec-12
LIVANOVA USA, INC.	MI MIAMI INSTRUMENTS AND DESIGN	85234708	4-Feb-11	4136597	1-May-12
LIVANOVA USA, INC.	MI S-BLADE AND DESIGN	85312369	4-May-11	4246769	20-Nov-12
LIVANOVA USA, INC.	MI S-POST & DESIGN	85373647	18-Jul-11	4172916	10-Jul-12
LIVANOVA USA, INC.	MI SUTURE BELT AND DESIGN	85246220	18-Feb-11	4396591	3-Sep-13

[Schedule 1 to Trademark Security Agreement]

LIVANOVA USA, INC.	MI TAILOR-MADE AND DESIGN	85301548	21-Apr-11	4133070	24-Apr-12
LIVANOVA USA, INC.	MI TIE AND DESIGN	85246440	18-Feb-11	4418946	15-Oct-13
LIVANOVA USA, INC.	MI VISOR AND DESIGN	85246443	18-Feb-11	4132920	24-Apr-12
LIVANOVA USA, INC.	MIAMI INSTRUMENTS AND DESIGN	85246448	4-Feb-11	4136599	1-May-12
LIVANOVA USA, INC.	MIAMI METHOD MI AND DESIGN	85246451	22-Jul-11	4317856	9-Apr-13
LIVANOVA USA, INC.	PERENNIA	78868397	24-Apr-06	3420485	29-Apr-08
LIVANOVA USA, INC.	PERENNIADURA	85368897	12-Jul-11	4187926	7-Aug-12
LIVANOVA USA, INC.	PERENNIAFLEX	85004776	1-Apr-10	4074707	20-Dec-11
LIVANOVA USA, INC.	ANNULO FLO	75253479	7-Mar-97	2293123	16-Nov-99
LIVANOVA USA, INC.	ANNULOFLEX	75437866	20-Feb-98	2512969	27-Nov-01
LIVANOVA USA, INC.	APEX	76320110	1-Oct-01	2792216	9-Dec-03
LIVANOVA USA, INC.	CARBOMEDICS	76473340	10-Dec-02	2883637	14-Sep-04
LIVANOVA USA, INC.	CARBO-SEAL	74216737	29-Oct-91	1971560	30-Apr-96
LIVANOVA USA, INC.	CARBO-SEAL VALSALVA	76585127	6-Apr-04	2935980	29-Mar-05
LIVANOVA USA, INC.	CARDIOFIX	75694540	30-Apr-99	2441524	3-Apr-01
LIVANOVA USA, INC.	LAMINA	75033062	15-Dec-95	2112810	11-Nov-97
LIVANOVA USA, INC.	OPTIFORM	75694510	30-Apr-99	2594766	16-Jul-02
LIVANOVA USA, INC.	REVOLUTION	76179787	12-Dec-00	2691488	25-Feb-03
LIVANOVA USA, INC.	SAT/HCT	74118054	26-Nov-90	1722932	6-Oct-92
LIVANOVA USA, INC.	SMARXT	75161383	5-Sep-96	2398201	24-Oct-00
LIVANOVA USA, INC.	TOP HAT	76362281	24-Jan-02	2624919	24-Sep-02

[Schedule 1 to Trademark Security Agreement]