

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582327

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900551348

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clinical Innovations, LLC		02/12/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.,as Administrative Agent
Street Address:	10 South Dearborn
Internal Address:	IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2752902	
Registration Number:	1973681	CLEARVIEW
Registration Number:	3887754	EBB
Registration Number:	5037497	FOR MOM. FOR BABY. FOR LIFE.
Registration Number:	2615500	KIWI
Registration Number:	4502892	KOALA
Registration Number:	2145670	KOALA
Registration Number:	4734563	KOALA
Registration Number:	4502933	KOALA
Registration Number:	2562058	OMNICUP
Registration Number:	4151217	ROM PLUS

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

TRADEMARK

Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 272441-5

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 06/22/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of February 12, 2020 (this “**Agreement**”), among the undersigned Loan Party (the “**Grantor**”) and JPMorgan Chase Bank, N.A. (“**JPMorgan**”), as Administrative Agent.

Reference is made to (i) the Credit Agreement dated as of February 12, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Invifed 8 AB, a company incorporated under the laws of Sweden (“**Holdings**”), Laborie Medical Technologies Corp., 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 February 12, 2020 (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 Grantor is an Affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is 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

As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor pursuant to the Collateral Agreement or the applicable Security Document 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 the Grantor or in, to or under which the 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 the Grantor, those listed on Schedule II;

- (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 or the applicable Security Document. The 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 or the applicable Security Document, 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 or the applicable Security Document, the terms of the Collateral Agreement or such Security Document, as applicable, 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile 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.

CLINICAL INNOVATIONS, LLC

By: 
Name: Michael Frazzette
Title: Chief Executive Officer

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

By: *Erica Cross*
Name: *Erica Cross*
Title: *Authorized Officer*




[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006975 FRAME: 0628

SCHEDULE I

U.S. Trademarks:

Mark	Jurisdiction	Serial No.	Reg. No.	Owner
CCC Design 	U.S.	78/098150	2752902	Clinical Innovations, LLC
CLEARVIEW	U.S.	74/624990	1973681	Clinical Innovations, LLC
EBB	U.S.	77/863727	3887754	Clinical Innovations, LLC
FOR MOM. FOR BABY. FOR LIFE.	U.S.	86/637021	5037497	Clinical Innovations, LLC
KIWI	U.S.	78/069188	2615500	Clinical Innovations, LLC
KOALA	U.S.	85/809322	4502892	Clinical Innovations, LLC
KOALA	U.S.	75/071812	2145670	Clinical Innovations, LLC
KOALA and Design 	U.S.	86/376406	4734563	Clinical Innovations, LLC
KOALA and Design 	U.S.	85/814890	4502933	Clinical Innovations, LLC
OMNICUP	U.S.	78/082179	2562058	Clinical Innovations, LLC
ROM PLUS	U.S.	85/250892	4151217	Clinical Innovations, LLC