

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656107

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
APPLIED MEDICAL RESOURCES CORPORATION		06/25/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.
Street Address:	6400 Las Colinas Blvd.
Internal Address:	Attn: Collateral Dept
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	1863112	APPLIED MEDICAL RESOURCES
Registration Number:	1918768	SURESEAL
Registration Number:	1810631	ACUCISE
Registration Number:	1945609	APPLIED MEDICAL
Registration Number:	2649711	LATIS
Registration Number:	2547697	AEROSTAT
Registration Number:	2759214	APPLIED
Registration Number:	2643788	APPLIED 7-10
Registration Number:	2580041	
Registration Number:	2795379	
Registration Number:	2732901	GELPORT
Registration Number:	2712706	STEALTH
Registration Number:	2684546	TIGOLD
Registration Number:	2751011	FORTE
Registration Number:	2585370	FOR OCCLUSION WHERE SPACE IS AT A PREMIU
Registration Number:	2832889	ALEXIS
Registration Number:	2870277	UROWIRE

CH \$840.00 1863112

Property Type	Number	Word Mark
Registration Number:	3225750	SILHOUETTE
Registration Number:	3684504	PROTERRA
Registration Number:	3257164	KII
Registration Number:	3409848	FIOS
Registration Number:	3726246	INZII
Registration Number:	3753284	GELPOINT
Registration Number:	3765303	PROTERRA
Registration Number:	3773372	
Registration Number:	4459370	VOYANT
Registration Number:	4003888	EPIX
Registration Number:	4041052	FIBRA
Registration Number:	4240184	GELSEAL
Registration Number:	4362378	SIMSEI
Registration Number:	4804655	VOYANT
Registration Number:	4844546	ALEXIS
Registration Number:	5132518	A NEW GENERATION MEDICAL DEVICE COMPANY

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: 3129932652
 Email: heather.poitras@lw.com
 Correspondent Name: Heather Poitras
 Address Line 1: 330 N Wabash Avenue
 Address Line 2: Suite 2800
 Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049133-0497
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	06/25/2021

Total Attachments: 6

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**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of June 25, 2021, by APPLIED MEDICAL RESOURCES CORPORATION, a California corporation (the "Grantor"), in favor of CITIBANK, N.A. as administrative agent (in such capacity, the "Grantee") for itself and for the other Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Applied Medical Corporation, a Delaware corporation ("Holdings"), the Grantor and Applied Medical Distribution Corporation, a California corporation ("AMDC"), the Lenders and the Grantee have entered into that certain Credit Agreement, dated as of June 25, 2021 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Holdings, AMDC and the Grantor, have entered into that certain Security Agreement, dated as of June 25, 2021 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Grantee for itself and the other Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement or Security Agreement, as applicable.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt payment in full in cash of all Secured Obligations. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Trademark Collateral shall automatically revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademark Collateral acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges to the Grantee, for its benefit and the benefit of each of the Secured Parties, a security interest in, all of the Grantor's right, title and interest, in and to the following, whether now or hereafter existing or acquired collectively, the ("Trademark Collateral"): (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, internet domain names, and other source of business identifiers, designs and general intangibles of a like nature (all of the foregoing items in this clause (1) being collectively called a "Trademark") of the Grantor, now existing anywhere in the world or hereafter adopted or acquired, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Exhibit A attached hereto; (2) all Trademark licenses of the Grantor, including each Trademark license referred to in Exhibit A attached hereto; (3) all reissues, extensions or renewals of any of the items described in clauses (1) and (2) above; (4) all of the goodwill of the Grantor's business connected with the use of, and symbolized by the items described in, clause (1)

above; and (5) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Exhibit A attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license, and all rights corresponding to any of the foregoing throughout the world; but excluding in each case any Excluded Assets.

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets (including, for the avoidance of doubt, any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, 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) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Grantee and the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**


5) Counterparts. THIS CONFIRMATORY GRANT MAY BE EXECUTED BY THE PARTIES HERETO IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED TO BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE TOGETHER BUT ONE AND THE SAME AGREEMENT. DELIVERY OF AN EXECUTED COUNTERPART OF A SIGNATURE PAGE OF THIS CONFIRMATORY GRANT BY ELECTRONIC TRANSMISSION (INCLUDING PORTABLE DOCUMENT FORMAT (".PDF") OR SIMILAR FORMAT) SHALL BE EFFECTIVE AS DELIVERY OF A MANUALLY EXECUTED COUNTERPART OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Grantor has caused this Confirmatory Grant to be duly executed and delivered as of the day and year first above written.

APPLIED MEDICAL RESOURCES CORPORATION,
as Grantor

By: 
Name: Samir Tall
Title: Chief Financial Officer

CITIBANK, N.A.,
as Administrative Agent

By: 

Name: H. Hiro Ebihara
Title: Senior Vice President

EXHIBIT A

Trademarks						
Owner	Country	Mark Type	Trademark Name	Registration No. or Application No.	Filing Date	Trademark Status
AMRC	US	Trademark	APPLIED MEDICAL RESOURCES	1,863,112	15-Jul-1991	Registered
AMRC	US	Trademark	SURESEAL	1,918,768	20-Sep-1991	Registered
AMRC	US	Trademark	ACUCISE	1,810,631	13-Apr-1992	Registered
AMRC	US	Trademark	APPLIED MEDICAL	1,945,609	17-Apr-1995	Registered
AMRC	US	Trademark	LATIS	2,649,711	10-Apr-1998	Registered
AMRC	US	Trademark	AEROSTAT	2,547,697	29-Sep-1998	Registered
AMRC	US	Trademark	APPLIED	2,759,214	03-Sep-1999	Registered
AMRC	US	Trademark	APPLIED 7-10	2,643,788	19-May-2000	Registered
AMRC	US	Trademark	AMR LOGO DESIGN (Class 10)	2,580,041	08-Aug-2000	Registered
AMRC	US	Service Mark	AMR LOGO DESIGN (CLASS 40)	2,795,379	12-Feb-2001	Registered
AMRC	US	Trademark	GELPORT	2,732,901	02-Apr-2001	Registered
AMRC	US	Trademark	STEALTH	2,712,706	30-Apr-2001	Registered
AMRC	US	Trademark	TIGOLD	2,684,546	22-May-2001	Registered
AMRC	US	Trademark	FORTÉ	2,751,011	04-Jun-2001	Registered
AMRC	US	Trademark	FOR OCCLUSION WHERE SPACE IS AT A PREMIUM	2,585,370	06-Nov-2001	Registered
AMRC	US	Trademark	ALEXIS	2,832,889	01-Nov-2002	Registered
AMRC	US	Trademark	UROWIRE	2,870,277	18-Dec-2002	Registered
AMRC	US	Trademark	SILHOUETTE	3,225,750	07-Apr-2005	Registered
AMRC	US	Trademark	PROTERRA	3,684,504	07-Sep-2005	Registered
AMRC	US	Trademark	Kii	3,257,164	23-Feb-2006	Registered
AMRC	US	Trademark	FIOS	3,409,848	02-Nov-2006	Registered
AMRC	US	Trademark	INZII	3,726,246	28-May-2008	Registered
AMRC	US	Trademark	GELPOINT (Text only)	3,753,284	14-Apr-2009	Registered

AMRC	US	Trademark	PROTERRA LOGO DESIGN (text & logo)	3,765,303	01-May-2009	Registered
AMRC	US	Trademark	GELPOINT LOGO DESIGN (Design only)	3,773,372	13-May-2009	Registered
AMRC	US	Trademark	VOYANT (text only)	4,459,370	23-Sep-2009	Registered
AMRC	US	Trademark	EPIX	4,003,888	14-Sep-2010	Registered
AMRC	US	Trademark	FIBRA	4,041,052	02-Feb-2011	Registered
AMRC	US	Trademark	GELSEAL (laparoscopic surgery)	4,240,184	29-Jun-2011	Registered
AMRC	US	Trademark	SIMSEI	4,362,378	25-Jun-2012	Registered
AMRC	US	Trademark	VOYANT (stylized)	4,804,655	24-Oct-2013	Registered
AMRC	US	Trademark	ALEXIS (text only)	4,844,546	23-Feb-2015	Registered
AMRC	US	Trademark	A NEW GENERATION MEDICAL DEVICE COMPANY	5,132,518	03-Jun-2016	Registered