504864931 04/12/2018 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4911671

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST		
CONVEYING PARTY DA	ATA			
		Name	Execution Date	
ICP MEDICAL, LLC			10/06/2017	
RECEIVING PARTY DA	ТА			
Name:	ANTARES CAPITAL LP, AS AGENT			
Street Address:	500 WEST MONROE STREET			
City:	CHICAGO	CHICAGO		
State/Country:				
Postal Code:	60661			
PROPERTY NUMBERS Total: 1 Property Type		Number		
Patent Number:		741085		
CORRESPONDENCE D				
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 6, 2017, is made by ICP MEDICAL, LLC (the "<u>Grantor</u>"), in favor of Antares Capital LP ("<u>Antares</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among Team Technologies, Inc., a Tennessee corporation ("<u>Borrower</u>"), Team Technologies Holding Company, a Delaware corporation ("<u>Holdings</u>"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of December 17, 2012 in favor of the Agent (the "<u>Guaranty and Security Agreement</u>"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor has agreed to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to continue to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

<u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

<u>Section 2.</u> <u>Grant of Security Interest in Patent Collateral</u>. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

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(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Patent Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

<u>Section 4.</u> <u>Grantor Remains Liable</u>. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

<u>Section 5.</u> <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

<u>Section 6.</u> <u>Governing Law</u>. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

<u>Section 7.</u> <u>Release and Termination</u>. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Patent Collateral, all or such applicable portion of the Patent Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

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

ICP MEDICAL, LLC, as Grantor

By:

Name: Ryan Richards Title: Vice President and Secretary

Patent Security Agreement (ICP Medical)

ACCEPTED AND AGREED as of the date first above written:

ANTARES CAPITAL LP,

as Agent

Mmehte_

Title: Duly Authorized Signatory

Patent Security Agreement (ICP Medical)

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Title	Application No. Filing Date	Patent No. Issue date
CURTAIN SYSTEM ADAPTER	29516038	D741085
	1/29/2015	10/20/2015

RECORDED: 04/12/2018