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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5056556

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Execution Date |
|------------------------------|----------------|
| HALO BRANDED SOLUTIONS, INC. | 06/28/2018 |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | ANTARES CAPITAL LP, AS FIRST LIEN COLLATERAL AGENT |
| Street Address: | 299 PARK AVENUE |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10171 |

PROPERTY NUMBERS Total: 11

| Property Type | Number |
|----------------|---------|
| Patent Number: | 7404266 |
| Patent Number: | D494967 |
| Patent Number: | D572126 |
| Patent Number: | D413629 |
| Patent Number: | D422640 |
| Patent Number: | D421356 |
| Patent Number: | D392684 |
| Patent Number: | D390052 |
| Patent Number: | D390271 |
| Patent Number: | D391178 |
| Patent Number: | D422081 |

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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.

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Correspondent Name: JOANNA MCCALL

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

PATENT

| | |
|---|------------------------|
| Address Line 4: | WASHINGTON, D.C. 20005 |
| ATTORNEY DOCKET NUMBER: | F178129 1L PAT |
| NAME OF SUBMITTER: | SONYA JACKMAN |
| SIGNATURE: | /Sonya Jackman/ |
| DATE SIGNED: | 07/18/2018 |
| Total Attachments: 5 source=Halo (TPG) - First Lien Patent Security Agreement#page2.tif source=Halo (TPG) - First Lien Patent Security Agreement#page3.tif source=Halo (TPG) - First Lien Patent Security Agreement#page4.tif source=Halo (TPG) - First Lien Patent Security Agreement#page5.tif source=Halo (TPG) - First Lien Patent Security Agreement#page6.tif | |

FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (this “First Lien Patent Security Agreement”) is entered into as of June 28, 2018, by and among HALO Branded Solutions, Inc. (“Grantor”) and ANTARES CAPITAL LP, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “First Lien Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to a First Lien Pledge and Security Agreement, dated as of June 28, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “First Lien Security Agreement”), in favor of the First Lien Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this First Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the First Lien Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the First Lien Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the First Lien Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under: (a) the Patents of Grantor, including the Patents listed on Schedule I attached hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described herein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages and proceeds of suit arising therefrom, and (g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Patent Collateral”).

SECTION 3. First Lien Security Agreement. The security interest granted pursuant to this First Lien Patent Security Agreement is granted in conjunction with the security interest granted to the First Lien Collateral Agent pursuant to the First Lien Security Agreement, and should not be deemed to grant a broader security interest in the Patent Collateral than what is granted by the Grantor to the First Lien Collateral Agent in the First Lien Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the First Lien Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this First Lien Patent Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control.

EXECUTION

SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with its terms, the First Lien Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this First Lien Patent Security Agreement.

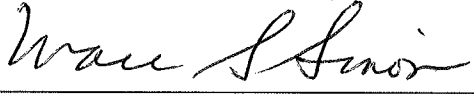
SECTION 5. Counterparts. This First Lien Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this First Lien Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this First Lien Patent Security Agreement.

SECTION 6. GOVERNING LAW. THIS FIRST LIEN PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, 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.

HALO BRANDED SOLUTIONS, INC.

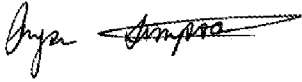
By: 

Name: Marc Simon

Title: Chief Executive Officer and President

Accepted and Agreed:

ANTARES CAPITAL LP,
as First Lien Collateral Agent

A handwritten signature in black ink, appearing to read "Ryan Simpson", written over a horizontal line.

By: _____

Name: Ryan Simpson
Its: Duly Authorized Signatory

SCHEDULE I
to
FIRST LIEN PATENT SECURITY AGREEMENT

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS:

| Title | Application No. | Patent No. | Owner |
|------------------------------------|------------------------|-------------------|------------------------------|
| Portable Film Viewer | 10693212 | 7,404,266 | HALO Branded Solutions, Inc. |
| Electronic Questionnaire | 29192492 | D494,967 | HALO Branded Solutions, Inc. |
| Ribbon Clip | 29273837 | D572,126 | HALO Branded Solutions, Inc. |
| Nasal Tract Model | 29092400 | D413,629 | HALO Branded Solutions, Inc. |
| Heart Stethoscope Tag | 29098017 | D422,640 | HALO Branded Solutions, Inc. |
| Cup Dispenser | 29102370 | D421,356 | HALO Branded Solutions, Inc. |
| Stethoscope Identification Tab | 29069225 | D392,684 | HALO Branded Solutions, Inc. |
| Pusher Tray | 29070843 | D390,052 | HALO Branded Solutions, Inc. |
| Patient Information Holding Device | 29070987 | D390,271 | HALO Branded Solutions, Inc. |
| Timing Device | 29073521 | D391,178 | HALO Branded Solutions, Inc. |
| Lighted Tongue Depressor | 29092398 | D422,081 | HALO Branded Solutions, Inc. |