

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7651382

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CHS USA INC.	11/16/2022
SANDBOX MEDICAL, LLC	11/16/2022
RECEIVING PARTY DATA	
Name:	GOLUB CAPITAL MARKETS LLC
Street Address:	150 SOUTH WACKER DRIVE
Internal Address:	SUITE 800
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	29277671
Application Number:	11846132
Application Number:	29283955
Application Number:	29326175
Application Number:	29340285
Application Number:	29339874
Application Number:	29341479
Application Number:	29358284
Application Number:	29361593
Application Number:	29387446
Application Number:	29384773
Application Number:	29398118
Application Number:	29413741
Application Number:	29426996
Application Number:	29496615
Application Number:	29440155
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: 2128598000

Email: teas@friedfrank.com

Correspondent Name: TRISTAN SCHMIDT C/O FRIED FRANK ET AL

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Address Line 2: 27TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	001944-00007
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NAME OF SUBMITTER:	TRISTAN SCHMIDT
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SIGNATURE:	/Tristan Schmidt/
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DATE SIGNED:	11/17/2022
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Total Attachments: 5

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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Patent Security Agreement**”), dated as of November 16, 2022, is made by CHS USA Inc., a Delaware corporation (“**CHS**”), and Sandbox Medical, LLC, a Massachusetts limited liability company (“**Sandbox**” and, together with CHS, the “**Grantors**” and each, a “**Grantor**”), in favor of Golub Capital Markets LLC, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain First Lien Security Agreement, dated as of November 16, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other Obligor party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

I. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

II. Grant of Security. As security for the payment (howsoever created arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due) or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the Patents and Patent applications set forth on Schedule A attached hereto, together with (a) all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all inventions or designs claimed therein, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof (the “**Patent Collateral**”); *provided* that “**Patent Collateral**” shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.

III. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.

IV. Execution in Counterparts. This Patent Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Patent Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

V. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with

respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

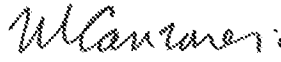
VI. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT LAW OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

VII. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

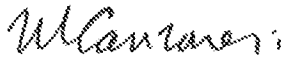
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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement as of the date first above written.

CHS USA INC.

By: 
Name: Michael Canzoneri
Title: President and Chief Executive Officer

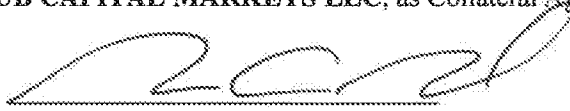
SANDBOX MEDICAL, LLC

By: 
Name: Michael Canzoneri
Title: President and Chief Executive Officer:

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC, as Collateral Agent

By:

A handwritten signature in black ink, appearing to read 'M. Robinson', written over a horizontal dotted line.

Name: Marc C. Robinson

Title: Senior Managing Director

[SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMENT]

SCHEDULE A

Title	Application No.	Filing Date	Patent / Publication No.	Issue / Publication Date	Status	Owner
Stopper Foot and Corner Shield	29/277,671	March 6, 2017	D560,485	Jan. 29, 2008	Alive	CHS USA Inc.
Surgical Tray Corner Protector	11/846,132	August 28, 2007	9,579,165	February 28, 2017	Alive	CHS USA Inc.
Corner Protector	29/283,955	August 28, 2007	D573,013	July 15, 2008	Alive	CHS USA Inc.
Surgical Tray Corner Protector	29/326,175	October 14, 2008	D602,350	October 20, 2009	Alive	CHS USA Inc.
Surgical Tray Corner Protector	29/340,285	July 16, 2009	D612,718	March 30, 2010	Alive	CHS USA Inc.
Surgical Tray Corner Protector	29/339,874	July 9, 2009	D624,812	October 5, 2010	Alive	CHS USA Inc.
Surgical Tray Corner Protector	29/341,479	August 6, 2009	D618,995	July 6, 2010	Alive	CHS USA Inc.
Corner Protector	29/358,284	March 25, 2010	D624,813	October 5, 2010	Alive	CHS USA Inc.
Corner Protector	29/361,593	May 13, 2010	D640,919	July 5, 2011	Alive	CHS USA Inc.
Corner Protector	29/387,446	March 14, 2011	D654,356	February 21, 2012	Alive	CHS USA Inc.
Surgical Tray Corner Protector	29/384,773	February 3, 2011	D647,212	October 18, 2011	Alive	CHS USA Inc.
Corner Protector	29/398,118	July 26, 2011	D660,454	May 22, 2012	Alive	CHS USA Inc.
Corner Protector	29/413,741	February 20, 2017	D704,045	May 6, 2014	Alive	CHS USA Inc.
Corner Protector	29/426,996	July 12, 2012	D709,360	July 22, 2014	Alive	CHS USA Inc.
Corner Protector	29/496,615	July 15, 2014	D77,0269	November1, 2016	Alive	CHS USA Inc.
Infant Pacifier	29/440,155	December 19, 2012	D691277	October 8, 2013	Alive	Sandbox Medical LLC

Schedule A-1
to First Lien Patent Security Agreement

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RECORDED: 11/17/2022

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