

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433487

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prezio Health, Inc.		06/30/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Ally Bank, as Collateral Agent
Street Address:	300 Park Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Utah Bank: UTAH

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4073205	CTCLEAN
Registration Number:	4621470	YOUR SURGICAL SOLUTIONS PARTNER
Registration Number:	4621471	YOUR SURGICAL SOLUTIONS PARTNER
Registration Number:	4621472	YOUR SURGICAL SOLUTIONS PARTNER
Registration Number:	4649484	PREZIO
Registration Number:	4649485	PREZIO
Registration Number:	4649486	PREZIO
Registration Number:	3407064	ONSITE
Registration Number:	1286429	ONSITE

CORRESPONDENCE DATA

Fax Number: 4044435697

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: 404-443-5649

Email: lallen@mcguirewoods.com

Correspondent Name: Latosha E. Allen, Paralegal

Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree Street, N.E., Sute 2100

Address Line 4: Atlanta, GEORGIA 30309

TRADEMARK

ATTORNEY DOCKET NUMBER:	2072108-0013 Prezio
NAME OF SUBMITTER:	Latosha E. Allen
SIGNATURE:	/Latosha E. Allen/
DATE SIGNED:	06/30/2017

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

June 30, 2017

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PREZIO Health, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 30275 Hudson Drive, Novi, MI 48377, hereby grants to Ally Bank, as Collateral Agent (the "Grantee"), with offices at 300 Park Avenue, 4th Floor, New York, New York 10022, a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired which includes the Grantor's rights to:

(i) each United States patent and patent application, including each U.S. patent and patent application referred to on Schedule A hereto;

(ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each U.S. trademark, trademark registration and trademark application referred to in Schedule B hereto; and

(iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark;

provided, however, that the Patent and Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. § 1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of June 30, 2017, as amended, restated, supplemented or otherwise modified from time to time (the "Security Agreement"). 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, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Patent and Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTOR authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent and Trademark Security Agreement.

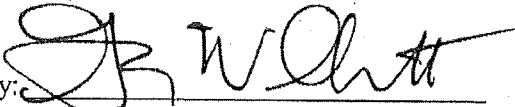
[Signature page(s) to follow.]

*(Signature Page to Grant of Security Interest
in United States Patents and Trademarks)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

PREZIO HEALTH, INC., a Delaware corporation, as Grantor

By: 

Name: George Willett

Title: Chief Financial Officer,
Treasurer and Secretary

~~Agreed and Accepted:~~

~~ALLY BANK, as Collateral Agent and
Grantee~~

~~By:~~

~~Name:~~

~~Title:~~

next page

(Signature Page to Grant of Security Interest in United States Patents and Trademarks)

Agreed and Accepted:

ALLY BANK, as Collateral Agent and Grantee

By: 

Name: Christopher Lee

Title: Authorized Signatory

**Schedule A
to Patent and Trademark Security Agreement**

Patents and Patent Applications

<u>Serial No. or Patent No.</u>	<u>Date</u>	<u>Issue Title</u>	<u>Inventor</u>	<u>Country</u>	<u>Patent Holder</u>
13/830,688	2013-03-14	Methods and systems for identifying, marking, and inventorying large quantities of unique surgical instruments	Lewis, Russell F. Streppa, Dennis Stroud, Gary Keith	USA	PREZIO Health, Inc.
14/193,650	2014-02-14	Rongeur	Agoston, Phillip J.	USA	PREZIO Health, Inc.

**Schedule B
to Patent and Trademark Security Agreement**

Trademarks

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
4073205	USA	12-20-2011	CTCLEAN
4621470	USA	10-14-2014	YOUR SURGICAL SOLUTIONS PARTNER
4621471	USA	10-14-2014	YOUR SURGICAL SOLUTIONS PARTNER
4621472	USA	10-14-2014	YOUR SURGICAL SOLUTIONS PARTNER
4649484	USA	12-02-2014	PREZIO
4649485	USA	12-02-2014	PREZIO
4649486	USA	12-02-2014	PREZIO
3407064	USA	04-01-2008	ONSITE
1286429	USA	07-17-1984	ONSITE

Trademark Applications

<u>Serial No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
None.			