

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parker Medical, Inc.		08/01/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Administrative Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2285753	P	
Registration Number:	2502913	INNOVATION IN INTUBATION	
Registration Number:	2533037	TRACHVIEW	
Registration Number:	2956745	PARKER FLEX-TIP	
Registration Number:	3930991	TO LIFE!	
Registration Number:	4251101	PARKER THINCUFF	
CORRESPONDENCE DATA			
Fax Number:	4044435697		
<i>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.</i>			
Phone:	404-443-5649		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Latosha Allen, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street, N.E. Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2060236-0026 Salter Labs		
NAME OF SUBMITTER:	Latosha Allen		
SIGNATURE:	/Latosha Allen/		

OP \$165.00 2285753

DATE SIGNED:

08/21/2017

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, supplements and modifications, if any, from time to time hereto, this “**Agreement**”), dated as of August 1, 2017, is made by and among the Grantor identified as such on the signature pages hereof (the “**Grantor**”), with offices at 272 East Deerpath Road, Suite 350, Lake Forest, Illinois 60045, in favor of **CAPITAL ONE, NATIONAL ASSOCIATION**, acting in its capacity as Administrative Agent for the Lenders under the Credit Agreement described below, with offices at 2 Bethesda Metro Center, Suite 600, Bethesda, MD 20814 (the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of June 2, 2017, by and among Salter Labs (“**Borrower**”), the other Credit Parties signatory thereto, Administrative Agent and Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, extended replaced or otherwise modified, the “**Credit Agreement**”), the Lenders have agreed to make the Loans and to incur L/C Obligations for the benefit of Borrower;

WHEREAS, the Grantor will derive substantial direct and indirect benefits from the making of the Loans and other financial accommodations provided to Borrower by the Lenders, the other Lending Parties and Secured Swap Providers;

WHEREAS, Administrative Agent, the Lenders, the other Lending Parties and Secured Swap Providers are willing to continue to make Loans and incur the Letter of Credit Obligations under the Credit Agreement, but only upon the condition, among others, that the Grantor shall become a Credit Party under the Credit Agreement and each of the other Loan Documents, including those certain Borrower Security Agreement and Subsidiary Security Agreement, as applicable, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, each, a “**Security Agreement**” and collectively, the “**Security Agreements**”); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreements, the Grantor is required to grant a Lien on the Intellectual Property Collateral (as hereinafter defined) to secure the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements or in **Section 1.1** of the Credit Agreement, as applicable.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Obligations, the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent a Lien upon all of its right, title and interest of the Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Intellectual Property Collateral**”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto, respectively;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto, respectively;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto, respectively;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Notwithstanding the foregoing provisions of this Section 2, the grant, assignment, conveyance, mortgage, pledge, hypothecation and transfer of a Lien herein shall not extend to, and the Intellectual Property Collateral shall not include, any Excluded Property.

3. **Representations and Warranties.** The Grantor represents and warrants to the Administrative Agent that the Grantor does not have any interest in, or title to, any Patent, registered Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the recording hereof by the United States Copyright Office and the United States Patent and Trademark Office, perfected Liens in favor of Administrative Agent on the Grantor’s Patents, registered Trademarks and registered Copyrights and such perfected Liens are enforceable as such as against any and all creditors of and purchasers from the Grantor to

the extent that recording in the United States Copyright Office and the United States Patent and Trademark Office is effective to do so and subject to the proviso in the next sentence. Upon recording of this Intellectual Property Security Agreement by the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or desirable to protect and perfect Administrative Agent's Lien on the Grantor's Patents, registered Trademarks or registered Copyrights shall have been duly taken; provided, however, that the subsequent recordation of this Intellectual Property Security Agreement in the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable, may be necessary to perfect the security interest of the Administrative Agent in issued registrations and applications for other U.S. Intellectual Property that are acquired by the Grantor after the date hereof, the registration of unregistered Copyrights in the U.S. Copyright Office may be required in order to perfect the Administrative Agent's Lien therein, and the taking of actions outside the United States may be required in order to perfect the Administrative Agent's Lien in Intellectual Property included in the Collateral which is protected under non-U.S. law.

4. **Security Agreement.** The security interest granted by the Grantor pursuant to this Agreement is granted in conjunction with the security interest granted by the Grantor to Administrative Agent, on behalf of itself and the Lenders, pursuant to the respective Security Agreement. The Grantor and Administrative Agent expressly agree that the security interests granted by it under this Agreement and the applicable Security Agreements in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Administrative Agent, the Lenders, the other Lending Parties or Secured Swap Providers of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and the Security Agreements. In the event of any inconsistency between the terms and conditions of this Agreement and the applicable Security Agreements, the terms and conditions of the applicable Security Agreement shall prevail.

5. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served

upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

7. **Termination; Authorized Sales of Collateral.** Subject to Section 5 hereof, this Agreement shall terminate upon the Termination Date. In the event any Grantor proposes to sell any of the Intellectual Property Collateral and such sale is permitted pursuant to the terms and conditions set forth in Section 7.8 of the Credit Agreement, then upon satisfaction of the terms and conditions that give rise to such permission, such Intellectual Property Collateral shall be released from the Lien created hereby to the extent provided under subsection 10.14(b) of the Credit Agreement and the Administrative Agent agrees, at the expense of the Grantor, to execute and deliver to the Grantor, prior to or contemporaneously with the Grantor's receipt of the proceeds from such sale, such UCC-3 termination statements and other collateral property releases necessary to release the applicable Intellectual Property Collateral from the lien and security interest of the Administrative Agent.

8. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS. THE GRANTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE FEDERAL AND/OR STATE COURTS SITTING IN COOK COUNTY, CITY OF CHICAGO, ILLINOIS FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN **SECTION 11.3** OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

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

GRANTOR:

PARKER MEDICAL, INC.

By: 

Name: Edward Gregory Pritchard

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED by:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: M. C.
Name: MATTHEW COLLADO
Title: Duly Authorized Signatory

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

TITLE	COUNTRY	OWNER / INVENTOR	DESCRIPTION	PATENT NO./ SERIAL NO.	STATUS
1. ENDOTRACHEAL TUBE	UNITED STATES			5873362	ISSUED
2. ENDOTRACHEAL TUBE	AUSTRALIA			723385	ISSUED
3. ENDOTRACHEAL TUBE	BRAZIL			P19808357-0	ISSUED
4. ENDOTRACHEAL TUBE	CANADA			2281097	ISSUED
5. ENDOTRACHEAL TUBE	CHINA P.R.			ZL98803295.3	ISSUED
6. ENDOTRACHEAL TUBE	GREAT BRITAIN			979120	ISSUED
7. ENDOTRACHEAL TUBE	GERMANY			69830051.3	ISSUED
8. ENDOTRACHEAL TUBE	FRANCE			979120	ISSUED
9. ENDOTRACHEAL TUBE	HONG KONG			HK1026645	ISSUED
10. ENDOTRACHEAL TUBE	ISRAEL			131452	ISSUED
11. ENDOTRACHEAL TUBE	JAPAN			3960628	ISSUED
12. ENDOTRACHEAL TUBE	MEXICO			237861	ISSUED
13. ENDOTRACHEAL TUBE	NORWAY			319417	ISSUED
14. ENDOTRACHEAL TUBE	NEW ZEALAND			337421	ISSUED

TRADEMARK

REEL: 006134 FRAME: 0596

TITLE	COUNTRY	OWNER / INVENTOR	DESCRIPTION	PATENT NO./ SERIAL NO.	STATUS
15. ENDOTRACHEAL TUBE	SINGAPORE			67197	ISSUED
16. ENDOSCOPE VIEWING SYSTEM WITH OROTRACHEAL INTRODUCING GUIDE	UNITED STATES			5845634	ISSUED
17. ENDOSCOPE VIEWING SYSTEM WITH OROTRACHEAL INTRODUCING GUIDE	GREAT BRITAIN			1102558	ISSUED
18. ENDOSCOPE VIEWING SYSTEM WITH OROTRACHEAL INTRODUCING GUIDE	GERMANY			69832821.3	ISSUED
19. ENDOSCOPE VIEWING SYSTEM WITH OROTRACHEAL INTRODUCING GUIDE	HONG KONG			HK1037122	ISSUED
20. BLIND ORO/LARYNGEAL AND OROESOPHAGE; GUIDING AND AIMING DEVICE	UNITED STATES			RE39508	ISSUED
21. OROTRACHEAL INTUBATION GUIDE	UNITED STATES			5743254	ISSUED
22. OROTRACHEAL INTUBATION GUIDE	AUSTRALIA			723207	ISSUED
23. OROTRACHEAL INTUBATION GUIDE	BRAZIL			PI9808359-7	ISSUED
24. OROTRACHEAL INTUBATION GUIDE	CANADA			2280743	ISSUED
25. OROTRACHEAL	CHINA P.R.			ZL98803294.5	ISSUED

	TITLE	COUNTRY	OWNER / INVENTOR	DESCRIPTION	PATENT NO./ SERIAL NO.	STATUS
	INTUBATION GUIDE					
26.	OROTRACHEAL INTUBATION GUIDE	GREAT BRITAIN			979119	ISSUED
27.	OROTRACHEAL INTUBATION GUIDE	GERMANY			69817553	ISSUED
28.	OROTRACHEAL INTUBATION GUIDE	FRANCE			979119	ISSUED
29.	OROTRACHEAL INTUBATION GUIDE	ISRAEL			131451	ISSUED
30.	OROTRACHEAL INTUBATION GUIDE	JAPAN			4132084	ISSUED
31.	OROTRACHEAL INTUBATION GUIDE	NEW ZEALAND			337420	ISSUED
32.	OROTRACHEAL INTUBATION GUIDE	SINGAPORE			67193	ISSUED
33.	SHALLOW THROAT OROTRACHEAL INTUBATION GUIDE	UNITED STATES			6672305	ISSUED
34.	SHALLOW THROAT OROTRACHEAL INTUBATION GUIDE	CHINA P.R.			ZL01822864.X	ISSUED
35.	SHALLOW THROAT OROTRACHEAL INTUBATION GUIDE	HONG KONG			HK1067563	ISSUED
36.	SHALLOW THROAT OROTRACHEAL INTUBATION GUIDE	SOUTH AFRICA			2003/6279	ISSUED
37.	ENDOTRACHEAL TUBE STYLET	UNITED STATES			5259377	ISSUED
38.	ENDOTRACHEAL TUBE STYLET	MEXICO			182691	ISSUED

II. PATENT APPLICATIONS

TITLE	COUNTRY	OWNER / INVENTOR	DESCRIPTION	PATENT NO./ SERIAL NO.	STATUS
1. Shallow Throat Orotracheal Intubation Guide	Japan			2002-567396	FILED
2. Adjustable stylet for endotracheal tube	United States			11/423,595	FILED

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Mark	Description	Registration/ Serial No.	Status	Next Deadline(s)
(i) P & Design		2,285,753	Registered	10/12/2019
(ii) IN NOVATION IN INTUBATION		2,502,913	Registered	10/30/2021
(iii) Tr achView		2,533,037	Registered	1/22/2022
(iv) P ARKER FLEX- TIP		2,956,745	Registered	5/31/2025
(v) T O LIFE!		3,930,991	Registered	3/15/2021

Mark	Description	Registration/ Serial No.	Status	Next Deadline(s)
(vi) P ARKER THINCUFF		4,251,101	Registered	11/27/2022
(vii) P ARKER FLEX- TIP		19241340 (application number)	Filed (China)	

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

None.