# OP \$40.00 87258714

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM440222

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SURGICAL SPECIALTIES CORPORATION (US), Inc.		08/22/2017	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Virtus Group, LP	
Street Address:	1301 FANNIN, 17TH FLOOR	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77002	
Entity Type:	Limited Partnership: TEXAS	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	87258714	BONE WAX

### **CORRESPONDENCE DATA**

**Fax Number:** 4045725134

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:** 404.572.4600

Email: ssexton@kslaw.com
Correspondent Name: King & Spalding
Address Line 1: 1180 Peachtree St.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18876.015099
NAME OF SUBMITTER:	Sally Sexton
SIGNATURE:	/sallysexton/
DATE SIGNED:	08/22/2017

### **Total Attachments: 4**

source=GSO\_Red Sox - Trademark Security Agreement (August 2017)#page1.tif source=GSO\_Red Sox - Trademark Security Agreement (August 2017)#page2.tif source=GSO\_Red Sox - Trademark Security Agreement (August 2017)#page3.tif source=GSO\_Red Sox - Trademark Security Agreement (August 2017)#page4.tif

TRADEMARK REEL: 006135 FRAME: 0452

### TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of dated as of August 22, 2017 (this "**Trademark Security Agreement**"), by SURGICAL SPECIALTIES CORPORATION (US), INC. (the "**Grantor**"), in favor of VIRTUS GROUP, LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the "**Administrative Agent**").

### $\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}}$ :

WHEREAS, the Grantor is party to a Security Agreement dated as of March 10, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.
- SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Signature pages follow]

TRADEMARK REEL: 006135 FRAME: 0453 IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SURGICAL SPECIALTIES CORPORATION (US), INC.

By:

Name: Daniel Sutherby

Title: Chief Financial Officer, Treasurer and

Secretary

[Signature Page to Trademark Security Agreement]

VIRTUS GROUP, LP,

as Administrative Ágent

Ву:

Name: Title:

[Signature Page to Trademark Security Agreement]

# Schedule I Trademark Registrations and Use Applications

# Application:

**RECORDED: 08/22/2017** 

Owner	Mark	Filing Date	Serial Number
Surgical Specialties Corporation (US), Inc.	BONE WAX	December 6, 2016	87258714

TRADEMARK
REEL: 006135 FRAME: 0456